SHEBOYGAN AREA
SCHOOL DISTRICT

NOTE: This meeting will be held in the Boardroom.

Tuesday, February 10, 2026
Starting Time: 6:35*
CHAIR: Ms. Heidi Boehmer

**Starting/ending times may vary*

The Committee of the Whole meeting will be held in the Board of Education meeting room, 3330 Stahl Road, Sheboygan, Wisconsin on **Tuesday, February 10, 2026, at 6:35 p.m.** The following items will be presented for consideration at that time:

Please note some Board members may be participating in this Board meeting via teleconference or other remote access technology. Members of the public who attend the meeting will be able to hear any open session dialogue between such members and the Board members present in the Boardroom. In addition, the District is offering audio and video access to the meeting via livestream https://www.youtube.com/user/SheboyganSchools at the scheduled meeting time.

REPORT TO THE COMMITTEE OF THE WHOLE
AGENDA

1. **CALL TO ORDER** (Vice President)

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF THE AGENDA** (Action)

4. **ROLL CALL** (Informal)

5 Min. **5.** **SECURITY CAMERA SERVER PURCHASES – Mr. Mark Boehlke/ Mr. Wayne Eschen** (Action)

Administration recommends approval to purchase seven (7) Lenovo Servers from Vanguard Computers, in the amount of $119,995.00 for the purpose of replacing current servers that store district-wide security footage.

Bidders	Brand	Warranty	Cost
Vanguard	Lenovo	5 years	$119,995.00
Camera Corner	Dell	5 years	$126,111.00
Camera Corner	Dell	5 years	$149,251.00
CDW-G	HP	5 years	$162,432.06

[Fund Balance – Student Safety and Security]

60 Min. **6.** **PUBLIC PRESENTATIONS REGARDING PROPOSALS FOR THE POTENTIAL PURCHASE AND DEVELOPMENT OF DISTRICT OWNED PROPERTY LOCATED AT 1227 BELL AVENUE, SHEBOYGAN, WI (Parcel #59281719722) – Dr. Jacob Konrath/Mr. Mark Boehlke** – (Information/Discussion)

1. Flawless Hoops
2. Gorman & Company
3. Habitat for Humanity Lakeside

10 Min. **7.** **SECOND FRIDAY – Ms. Rachel Ledezma** (Information/Discussion)

Administration will present the Sheboygan Area School District's Enrollment Data Report based on the Second Friday in January 2026.

5 Min. **8.** **QUADMED, LLC MASTER SERVICES AGREEMENT – Mr. Mark Boehlke** (Information/Possible Action)

Administration recommends approval to enter into a Master Services Agreement with QuadMed, LLC for the purpose of operating the Sheboygan InHealth Center. The District is one of the participating entities of this agreement along with Sheboygan County, the City of Sheboygan, and the Town of Sheboygan.

9. Adjourn (Action)

REQUEST FOR PROPOSALS

For the Purchase and Development
of an Approximate 2.93-Acre Parcel Owned by the Sheboygan Area School District
Located at 1227 Bell Avenue, Sheboygan, Wisconsin.



RELEASE DATE: November 3, 2025

RESPONSES DUE BY: January 14, 2026

Contents

I. Introduction/Purpose for Request
II. Sealed Competitive Bid Proposal Process
III. Site visit and Briefing
IV. Proposal Requirements
V. Selection Considerations
VI. Attachments
A. Full Parcel
B. Site Location

I. Introduction/Purpose for Request

The Sheboygan Area School District (SASD) is interested in proposals for the purchase and development of district owned property located within the City of Sheboygan, Wisconsin and shown on Attachment A (the "Property"). The Property is approximately 2.93 acres located to the south of Bell Avenue and to the east of North 13th Street (parcel #59281719722). This parcel was the playground area for the former Washington Elementary School. The former school building was previously sold and has been developed into apartments. Final decisions on competitive bids will be made by the Sheboygan Area School District Board. Any inquiries pertaining to this RFP should be directed to Mark Boehlke at mboehlke@sasd.net.

II. Sealed Competitive Bid Proposal Process

Bid Proposals must be received by mail or in person by January 14, 2026 by 3:00 PM CST at the following address:

Sheboygan Area School District
Attn: Mark Boehlke, Business Office
3330 Stahl Rd.
Sheboygan, WI 53081

In person deliveries should be made to the same address.

Administration will publicly open proposals on January 14, 2026 at 3:00 PM CST in the Board Room at 3330 Stahl Rd., and at that time the proposals will become an open record.

Administration may follow up with submitters for further questions regarding their proposal.

In a closed meeting, the Administration will review the proposals, and the Administration may invite one or more submitters to present their proposal to the Board in open session at a regularly scheduled Board meeting.

The Board may take action to go into closed session, pursuant to Wis. Stat. § 19.85, to discuss negotiations pertaining to the proposal or proposals.

The Board may return to open session to take action regarding next steps of the potential sale. The Board may reject any or all proposals.

Prior to any final Board action to complete the final sale, there will be a public input session on the proposal or proposals.

The property will be sold AS IS, WHERE IS, WITH ALL FAULTS. The Property will be transferred by a special warranty deed.

III. Site Visit and Briefing

Interested proposers are encouraged to attend a voluntary on-site briefing session on November 21, 2025 at 1:00 PM CST at the corner of North 13th Street and Bell Avenue. At this briefing, interested parties will have a chance to walk the Property.

IV. Proposal Requirements

Written proposals must be for the purchase and use of the entire site (Attachment A) The proposal should address the following:

1. The Development Team Experience and Capacity

The proposal must include a narrative description of the development team (*e.g.*, architects, engineers, landscape designers, contractor, development consultants), the owners, and operators, the individuals and organizations to be involved in the department, in particular the project manager, and their experience. Background information, including firm qualifications and resumes for principals and employees expected to be assigned to the project, should be provided.

The development team may include, without limitation, the developer, property manager, architect, contractor, engineers, consultants, lenders and investors, and the project operator and senior services or third-party providers. The proposal should identify all principals, partners, co-venturers or sub- developers participating in the transaction, and the nature and share of participants' ownership in the project.

2. Project Design and Development Concept

The proposal must include a detailed description of the development concept for the Property and its improvements, including but not limited to:

- A description of the planned development and the ongoing management of the development
- Number and size of buildings within the development

- Preliminary site design
- Discussion of the physical plan and architectural character of the project and the various programmatic and physical elements of the development, including energy savings/ green design elements of the building and site designs
- Consideration of the planned developments impact on the community and surrounding neighborhood.
- Discussion of how the development meets needs of the community as identified by the City of Sheboygan.
- Construction staging plan and discussion of construction impacts
- The proposal must address pre-development design concepts about, but not limited to the following:
  - site plan and parking layout
  - landscape plan
  - floor plans
  - elevations

3. Feasibility of the Project

The proposal should include a narrative and full project pro forma that addresses the following:

- Total project costs including details of construction and financing costs
- The overall investment structure, including debt, and equity.
- Zoning and conditional use requirements

4. Purchase Offer

- Purchase amount
- Escrow amount
- Included contingencies
- Due diligence items and length of due diligence period

V. Selection Considerations

Development Team Experience and Capacity

- Demonstrated experience on projects of similar scope and nature
- Established development and/or operating partnerships
- Qualified staff – Developer, Director, Property Manager
- Capacity to maintain/manage project
- Results of reference checks.

Project Design and Characteristics

- Development meets the needs of the community
- Development considers impact on surrounding neighborhood
- Design and ascetics of the planned development

- Green design elements: energy saving design with green/sustainable materials, methods and systems.

Feasibility of the Project

- Financial Feasibility: extent to which the project is feasible financially and proposed resources are attainable; reasonable and balance budget with cost controls
- Ability to secure other financing needed to carry out project; including debt, equity, or state or federal funds
- Ability to secure approval from the city of Sheboygan in regards to zoning and conditional use
- Ability to carry-out the project with no city support such as Tax Incremental Financing. (Parcel would not be eligible for a TIF under City of Sheboygan's TIF Policy)

Readiness to Proceed

- Realistic implementation table
- Leveraging/percentage of total cost with commitments

Purchase Offer

- Alignment with current market value and appraisal property
- Length of due diligence period

SASD reserves the right and options to:

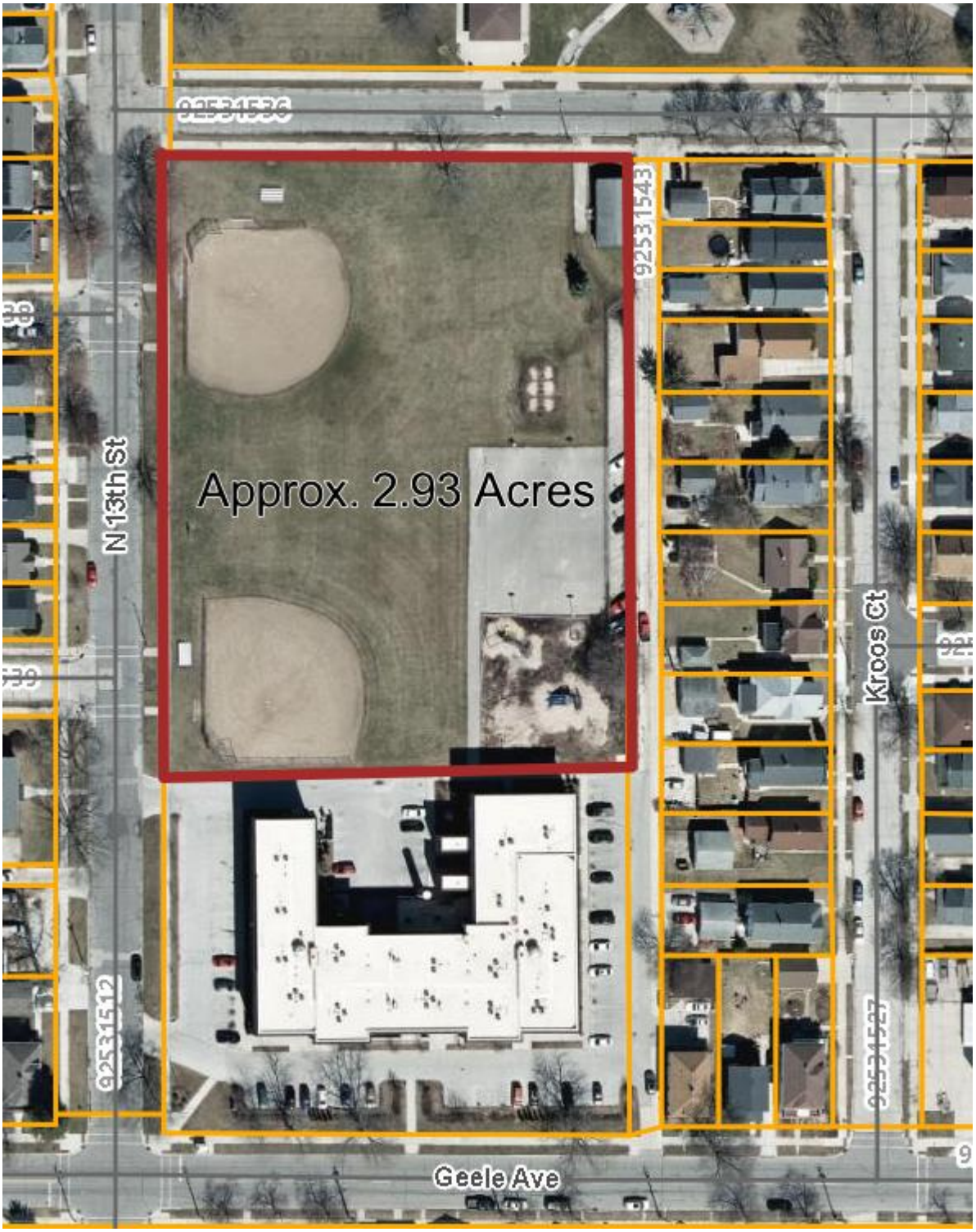
- Reject any or all of the submittals
- Waive any of the provisions in this Request for Proposals
- Issue subsequent Requests for Proposals
- Cancel this Request for Proposals
- Modify the Request for Proposal process
- Waive any technical error in the responses it receives
- Negotiate with any, all or none of the respondents to this Request for Proposals in regard to price, costs or to further refine the scope of the services to be provided.
- Award a contract or contracts to more than one submitter for different parcels or projects.

VI. Projected Timeline

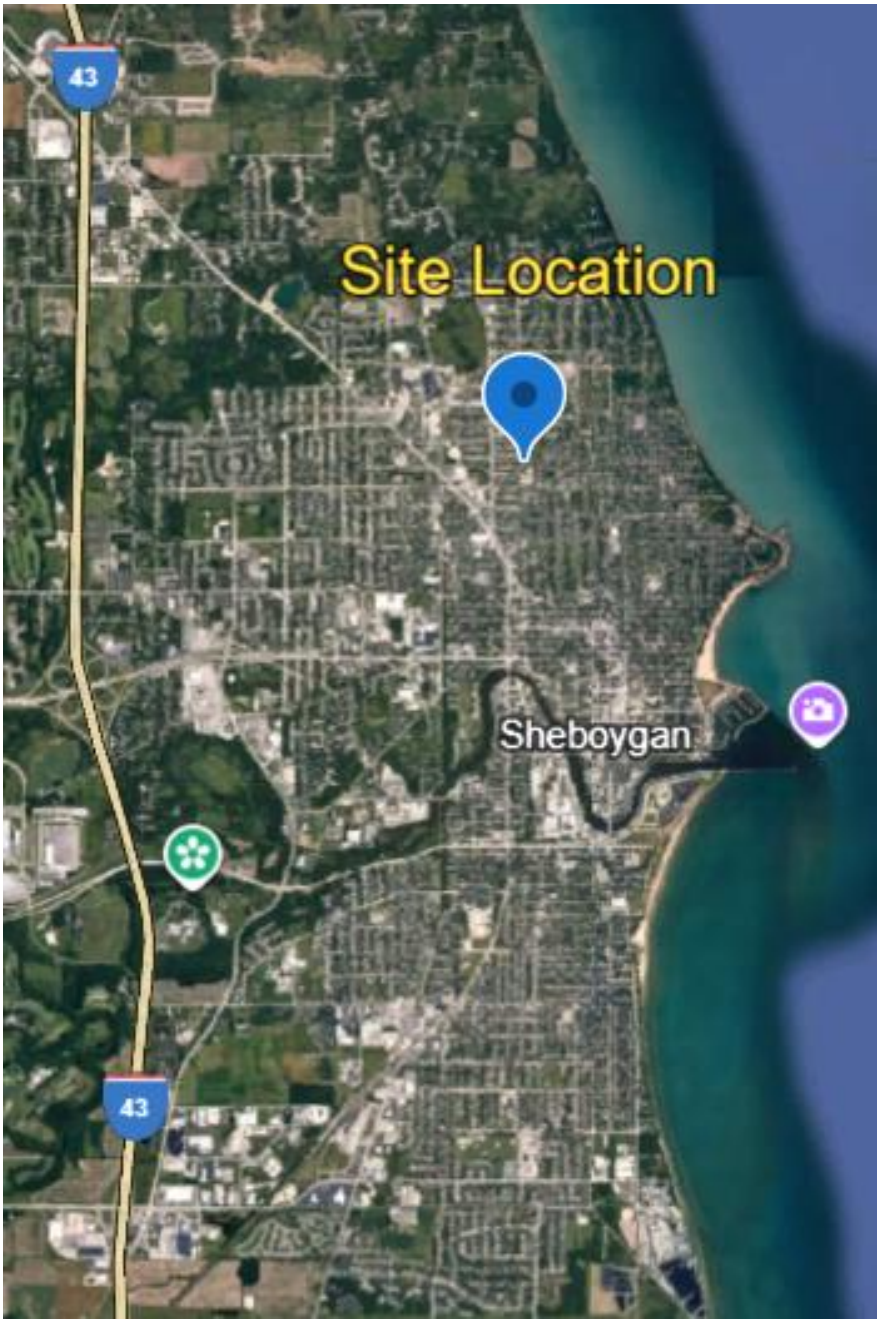
The following is an outline of the anticipated schedule:

- RFP Released……November 3, 2025
- Deadline to submit proposals……..January 14, 2026
- Proposal Presentation to the Board (tentative)……February 10, 2026

Attachment A



Attachment B









Flawless Hoops

Proposal

FlawlessHoops.org











About Us

Our Story

Through overcoming life’s challenges, our founder has a powerful story that illustrates the mission behind Flawless Hoops : a commitment to supporting, inspiring, mentoring, and guiding the youth and young adults in Sheboygan

Established

Founded in 2020 as a registered 501(c)3 organization

Mission

Flawless Hoops will pave the way to opportunities that will shape individual lives for the better

Values

Flawless Hoops is not just about basketball; it's about inspiring change beyond the court



Programs/ Member Testimonials

Current Programs

- We offer affordable and accessible Training, Open Gyms, Leagues, and Mentoring
- Basketball is our focal point, but we foster positive opportunities for our members, encompassing skill development, teamwork, and supporting personal growth

Member Testimonials

"What stands out most isn't just the basketball skills —it's the life lessons. The program develops respectful, hardworking young men."
- Kyle R.

"Flawless Hoops hasn't just impacted my son —it's helped me grow as a parent and better support his development without added pressure."
- Stephanie S.

"This program creates a true community. Even during the league season, kids seek each other out on opposing teams —the connections they've built are remarkable."
- Youth League Coach

"My son has grown tremendously —improving his skills, while learning emotional control and developed a confidence that's been truly rewarding to see"
- Ricky & Veronica H.

Community Impact

Community Engagement

- Active participation in local 4th of July parades, walking alongside our youth players
- Donation 150 backpacks filled with school supplies to families in need
- Founder regularly speaks at local high schools, mentoring at -risk youth and serving as a community motivational speaker
- Supported workforce development by connecting 72 members with employment at a local company
- Sheboygan County Chamber – 2023 Nonprofit Charity of the Year Nominee

Member Success Stories

- Developed a student -athlete who received an NCAA Division I scholarship offer
- Guided members through college enrollment and academic advancement
- Supported the successful adoption of a child
- 97% of members with a history of incarceration have remained out of jail while participating in our programs

Purpose of Land Proposal

Why the land is Needed

- All programs currently operate out of **rented gym space**, limiting availability and growth
- Rental restricts **program** expansion and member capacity
- A permanent facility provides **stability, consistency,** and **long-term sustainability**
- Owning a home facility allows Flawless Hoops to **better serve and expand impact**
- Establishing a permanent location will have a **lasting positive impact on the Sheboygan community**

Expanded Programs

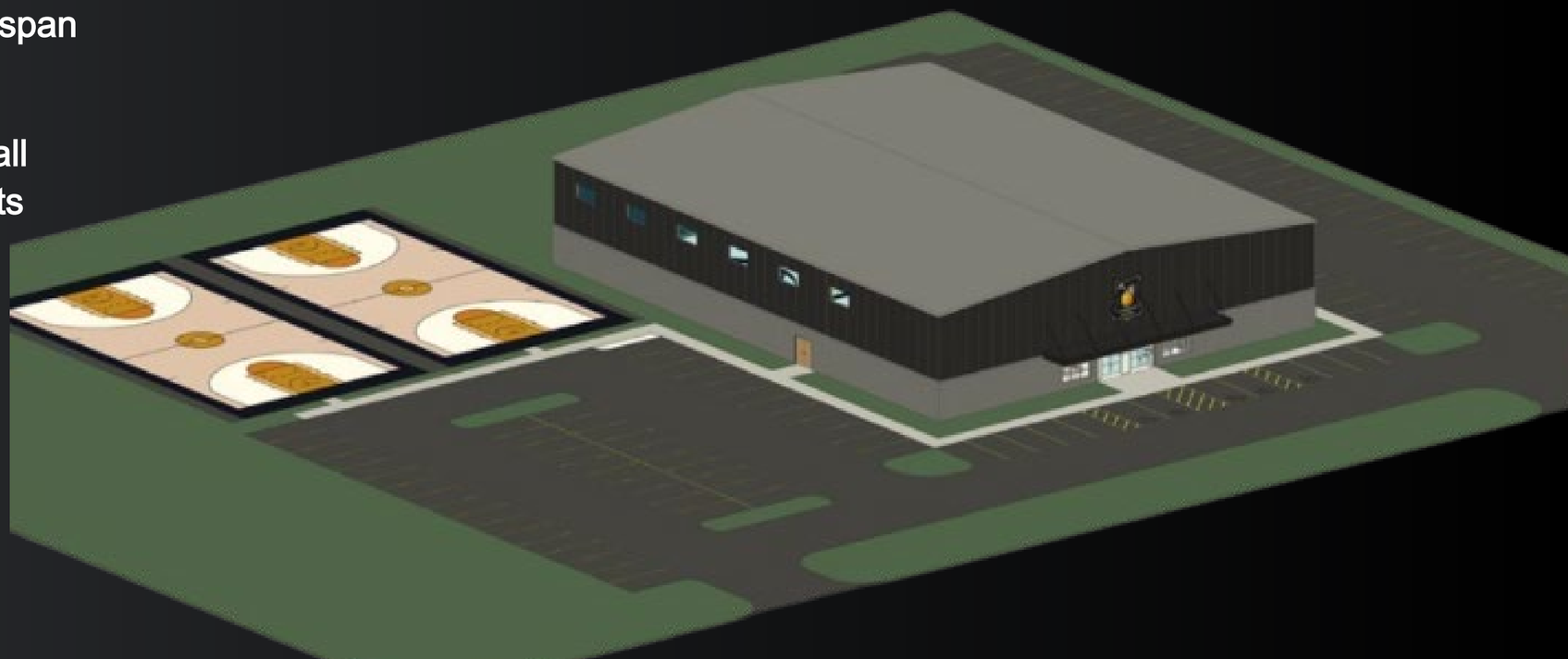
- **Mentoring** – personal, academic, and leadership development
- **Structured Membership Packages** – affordable, consistent access
- **Tutoring** – academic support and educational advancement
- **Camps** – immersive training and skill development experiences
- **Shooting Machine** – state-of-the-art skill refinement
- **Open Gyms/ Group Training** – safe, welcoming community spaces, skill development
- **Youth & Adult Leagues** – teamwork and healthy competition
- **3-on-3 Tournaments** – high-energy competitive play
- **AAU Basketball** – elite-level youth competition



Project Overview

Physical Plan

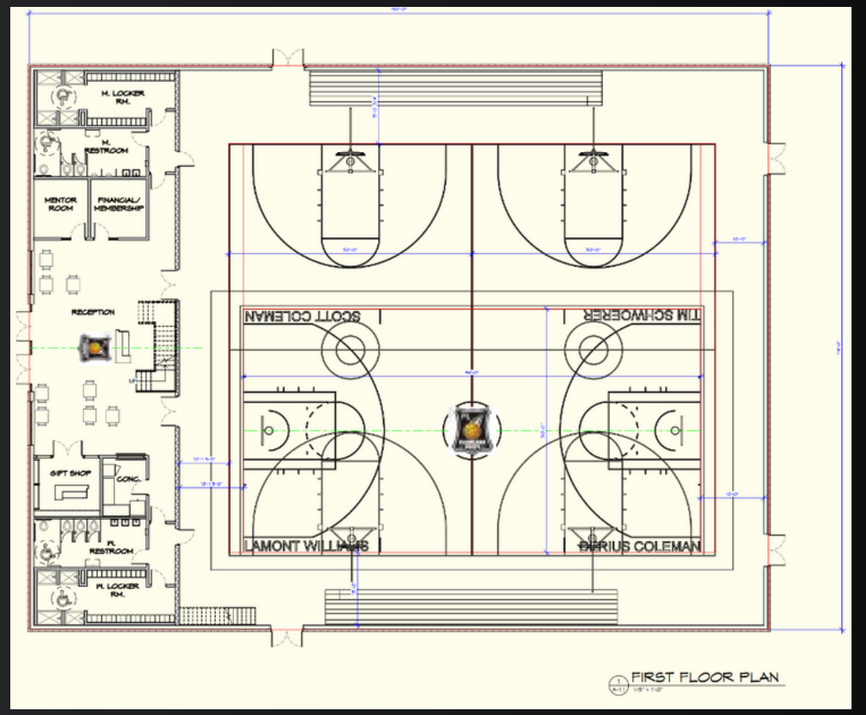
- Community recreation facility expanding access to **community sports and wellness**
- **Durable, energy -efficient** building designed for long -term use
- Emphasis on **accessibility, program flexibility, and sustainability**
- Positioned as a **vital long -term community asset**
- Adaptable space for **multi -sport and community programming**
- The facility centers on a **large, open -span gymnasium**
- Houses **one regulation -sized basketball cour** t and **two side -by-side half -courts**
- Clear-span layout supports **multiple simultaneous activities**

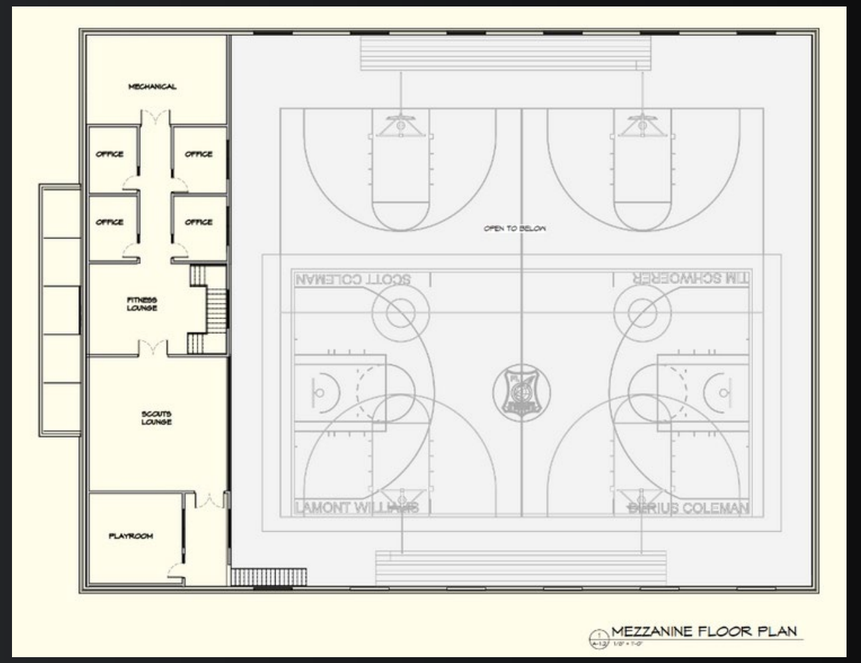


Project Overview

Physical Plan

- Southern support wing designed for **efficient operations and circulation**
  - **Public lobby and check -in area** for controlled, welcoming access
  - **High -capacity restrooms** designed for event and peak usage
  - Administrative offices, meeting rooms, and staff workspace
  - **Dedicated storage** for equipment and program supplies
  - **Mechanical and electrical rooms** supporting safe, maintainable operations
- Layout enables **simplified supervision** and clear separation of spectators, players, and operations
- **Multiple emergency exits** and **ADA-compliant** pathways throughout
- **Direct gym access from main corridor** to support smooth flow during events and leagues





Project Overview

Architectural Character

- **Modern, durable, community -oriented design**
- **Two-tone façade** with masonry base and metal panel upper
- **Low-maintenance, energy -efficient** materials
- **Welcoming glazed entrance** with natural daylight in shared spaces
- Clean, functional aesthetic aligned with **modern recreation facilities**

Programmatic Uses /Community Benefit

- Hosts a **wide range of youth, athletic, and community programs**
- **Youth basketball leagues, camps, clinics, and skills training**
- **After -school, weekend, and all -ages training programs**
- **Inclusive, accessible programming** for underserved and at -risk youth
- **Safe, climate -controlled space** enabling year -round access and community partnerships



Project Overview

Energy Efficiency and Green Design Features

- **High -performance building envelope** reduces heating and cooling demands
- **Energy -efficient HVAC** systems with variable -speed controls and demand -based ventilation
- **HVLS fans** improve comfort and reduce energy use year -round
- **LED lighting with smart controls** lowers energy and maintenance costs
- **Strategic daylighting** enhances indoor comfort while maintaining gym lighting control

Site and Civil Sustainability Opportunities

- **Native landscaping** to reduce water use and maintenance
- **Bioswales** to improve stormwater management
- **Solar -ready roof design** leveraging a large, unobstructed roof area
- Enhances eligibility for **sustainability and resilience -focused grants**



Thank you for your time & consideration

Contact Information:

Cedric Foster

(920) 254 -3749

Cedric.Foster@flawlesshoops.org

QUASIUS
CONSTRUCTION CO.
SHEBOYGAN, WI



YOUR CONSTRUCTION ADVOCATE FROM THE GROUND UP.

Flawless Hoops

Project Construction Manager
Quasius Construction
1202A North 8th Street
PO Box 727
Sheboygan, WI 53082-0727
Main: (920) 457-5585

Project lead: Matt Quasius, President
(920) 377-1567
mquasius@quasius.com

QUASIUS CONSTRUCTION
FAMILY & FELLOWSHIP
SINCE
1891
SHEBOYGAN
IN GOOD A CENTURY
WISC COMPANY OF HUSTLE.

FLAWLESS HOOPS

Executive Summary

Flawless Hoops respectfully submits this proposal for the purchase of land located at 1227 Bell Ave, Sheboygan, WI 53083. Flawless Hoops is requesting to purchase this property to establish a dedicated facility that will provide a centralized space for all our programs and community engagement. Additionally, this would unlock the ability to expand our programs and make a more significant, empowering difference in Sheboygan.

As a dedicated 501(c)(3) nonprofit, Flawless Hoops has a proven record of engaging youth and young adults through basketball. Through our programs, we emphasize the importance of teamwork, skill building, health, and wellness. Over the past 5 years, we have worked with hundreds of members to grow into their best selves.

The acquisition of this land will enable us to construct a permanent home for Flawless Hoops, which will unlock the possibility for program expansion and member accessibility.

Our plans emphasize inclusivity, accessibility, and community benefit, ensuring that the land becomes a shared resource for all community members. By awarding this proposal, this will allow a community-driven organization to transform this land into a vibrant, positive space that uplifts individuals and strengthens families.

Introduction to Flawless Hoops

We are a recognized non-profit 501(c)(3) basketball organization founded on the invigoration of our founder, who comes from a compelling story devoted to positively impacting the individuals and families in Sheboygan. At Flawless Hoops, we believe in the transformative power of the game, using it as a platform to create positive change within our community.

Our organization is more than just a sports initiative; it's a family, a support system, and a catalyst for personal growth.

As we dribble towards our goals, our focus extends beyond the boundaries of the basketball court. We are committed to providing a safe and encouraging environment where individuals can develop not only their athletic skills but also their academic prowess and mental well-being.

Our purpose is to provide a welcoming atmosphere for all ages. At Flawless Hoops, we provide mentoring, skill building, and team development with our programs. We instill a sense of community among all players and participants by creating a welcoming environment for everyone to experience. The opportunity to be a part of a team provides a sense of purpose and belonging to participants. We also provide other important fundamentals such as: building self-esteem, promoting sportsmanship, encouraging education, building dreams, and establishing self-development and goals. We offer a variety of affordable activities to provide the chance for all members to experience and reach their goals and dreams.

Mission Statement

Flawless Hoops will pave the way to opportunities that will shape individual lives for the better.

Vision Statement

To reach out and guide as many hearts as possible to achieve their full potential with motivational possibilities.

ORGANIZATION BACKGROUND

Story Behind Flawless Hoops

Our founder and executive director, Cedric Foster, ambition to start Flawless Hoops from the empowering influence basketball has had on his life. He grew up in the southeast side of Chicago, Illinois, and found himself surrounded by an environment full of negative influences. It's difficult to break the barrier in such an environment; however, he found his light to break that barrier with basketball. Basketball became his haven and refuge, which grew into an indescribable drive of motivation. Cedric moved to Sheboygan in 2010, and after some unforeseen life events, Cedric was invigorated to establish Flawless Hoops in 2020. He is building his non-profit in dedication to all his beloved childhood friends who have passed away. The hard experiences he has encountered throughout his life have shown we cannot take life for granted, which has devoted him to supporting, inspiring, mentoring, and guiding the youth and young adults of Sheboygan.

Unfortunately, too many find themselves in difficult circumstances and negatively influenced environments. Cedric's ambition is to provide an empowering influence and help our members unleash their full potential through Flawless Hoops.

Every day, the hard work is put in to achieve and inspire more young lives to break down barriers and grow into their best selves. Flawless Hoops is not just about basketball; it's about lighting the way for a brighter future for the youth and young adults we serve.

Legal Status

Established in 2020, Flawless Hoops is a registered non-profit organization operating under the legal framework of 501(c)(3).

Community Impact/ Track Record of Projects

Our commitment is evident through the consistent growth in participation and attendance for all our programs year after year. We have over 800+ members in our current programs.

Emerging as a well-known name in the Sheboygan community, Flawless Hoops places basketball at the heart of its initiatives but goes beyond the game. We take pride in fostering a positive environment that truly reflects the spirit of our members. Their achievements inspire us, from college enrollments to facilitating adoptions and providing crucial support during mental health challenges. A remarkable 97% of members with a history of incarceration have stayed out of jail after participating in our programs. Ensuring affordability is a key priority, allowing individuals from all financial backgrounds to participate in our programs.

Flawless Hoops is an active member in Sheboygan County. From participating in the 4th of July parades (walking with youth players), to volunteering at the Juneteenth celebration with kids' basketball drills and games. Volunteering at Dekker Summer Camps. Sheboygan County Chamber 2023 Nonprofit Charity of the Year nominee. Also, encouraging employment opportunities, connecting 72 members with positions at an excellent local company. Our commitment to education is evident through the donation of 124 backpacks year to date, filled with school supplies, given to families in need. Our founder speaks at local high schools to troubled teens and serves as a community motivational speaker.

PURPOSE OF LAND PURCHASE

Why is the land needed?

Flawless Hoops currently operates all programs out of rented gym space. This comes with a variety of challenges and limitations on the programs we can provide and the number of members we can serve. Having a permanent home provides much-needed stability and allows us to expand and enhance our programs. This will have a profound and positive impact on the Sheboygan community.

Our current programs offer accessible training, open gyms, youth and men's leagues. While basketball serves as the focal point of our outreach, our mission goes beyond the court. We are committed to fostering positive opportunities for our members, encompassing athletic development, career building, and youth guidance.

We understand the importance of holistic development. Our programs aim to build self-esteem, promote sportsmanship, and encourage education, dreams, and goals. Through the powerful medium of basketball, we aspire to shape not just skilled athletes but well-rounded individuals who carry the values learned on the court into their broader lives.

In our new home, we are proud to enhance and expand our programs to include the following:

- **Mentoring:** Guiding and supporting individuals toward personal and academic growth.
- **Membership Packages:** Provide structure, affordable access with memberships.
- **Tutoring:** Providing educational support to enhance learning and success.
- **Camps:** Offering immersive and engaging experiences for skill development.
- **One-on-one / Group Training Sessions:** Tailored sessions for personalized and group skill enhancement.
- **Shooting Machine:** State-of-the-art equipment to refine shooting skills.
- **Open Gyms:** Welcoming spaces for community members to practice and play.
- **Leagues:** Organized competitions to foster healthy competition and teamwork.
- **3 on 3 Tournaments:** Exciting tournaments for spirited basketball competitions.
- **AAU Basketball:** A platform for competitive youth basketball at a high level.
- **Semi-Pro Basketball Team:** Elevating the game for Sheboygan with a semi-professional basketball team.

Community Impact:

For the people involved, it's about opportunity and belonging. Many participants find mentors, friendships, and a sense of purpose that keeps them motivated. It also promotes healthy lifestyles and resilience, which ripple out into families and neighborhoods. In short, Flawless Hoops isn't just shaping better players, it's shaping better people.

Long-term vision / Strategies & Priorities

After establishing a permanent home for our members. We will work strategically on enhancing our current programs & providing new ones to ensure we can accommodate various age groups and skill levels.

Skills & Teamwork Development

- Provide a place for all ages and genders to connect and grow as a team, while **promoting healthy development**
- Offer the guidance to unify youth in **collaborative teams**
- One-on-one and group **training sessions** to amplify God given skills
- Opportunities to be a part of a team, provide a **sense of purpose and belonging**

Mentoring

- Demonstrate **understanding on life's hardships**
- Inspire correct representation of **role models** for youth
- Volunteer speakers, coaches from around the area, and D3, D2, D1 mentors will come **motivate members** by sharing their real-life experiences
- **Inform members** on the foundation of why Flawless Hoops was started
- **Encourage members** to set up self-goals and provide them the correct tools to reach them

Career Building & Youth Guidance

- Connecting and advising members on the steps they can take towards **their future**
- **Open the door** on opportunities members didn't even know were obtainable. Initiate members with the proper tools and guidance, to **take control of their future**
- Provide parental **guidance and tutoring** in educational advancements for youth
- Inform young adults on the **multiple paths** available after high school

Testimonial - Bridgett Elliot

Personal Meaning & Experience:
From what I have experience they are a good example of the definition of community. Bringing together people from all over the county both kids and adults with a common passion in a positive way. For my daughter Cedric gives her a ton of confidence and pushes her to be the best that she can be. As an outsider and someone that she does not know personally has changed her personality.

Personal Impact:
Personally I think (Flawless Hoops) has impacted me in regards to seeing someone in the community that truly wants to give back to our children. An example he called my daughter Gwen to see if she had time to help volunteer. He instills core values and strengths on giving and leads by example.

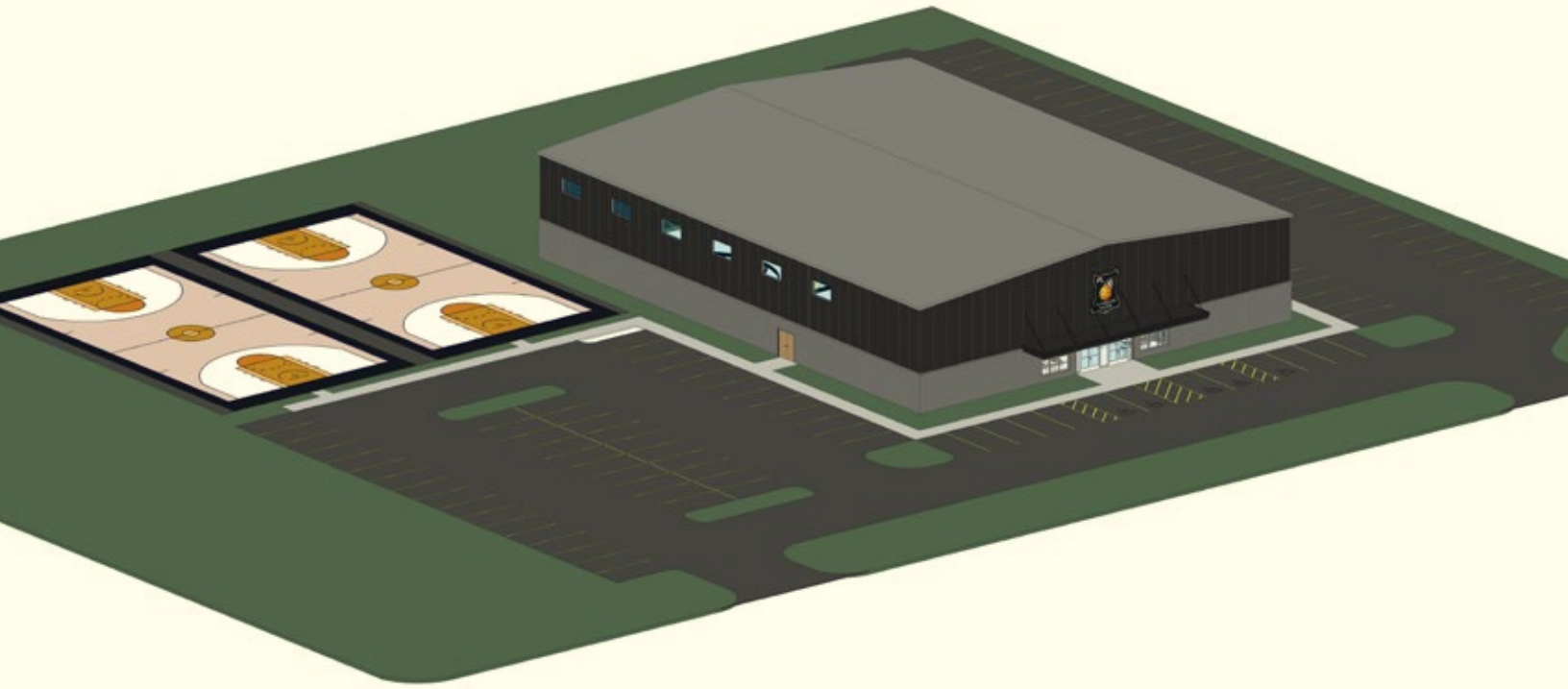
Community Impact:
I think (Flawless Hoops) help guide both kids and adults from different social backgrounds and ethnicities and those bonds and connections build outside of the basketball court and community.

Project Overview.

Community recreation facility designed to expand access to youth sports, enhance community health, and provide safe year-round space for physical activity, training, and social programs. The building is designed as a durable, energy-efficient structure featuring two high-quality basketball courts, public restrooms, administrative and support spaces, and a welcoming public entrance. The project emphasizes accessibility, program flexibility, and long-term sustainability, positioning it as a vital community asset for decades to come.

Physical Plan and Building Organization

The facility's physical plan centers on a large, open-span gymnasium housing one regulation-size basketball court and two half-courts situated side-by-side. This clear-span space supports a range of athletic and community functions, including competitive play, practices, camps, training sessions, and multi-sport activities.

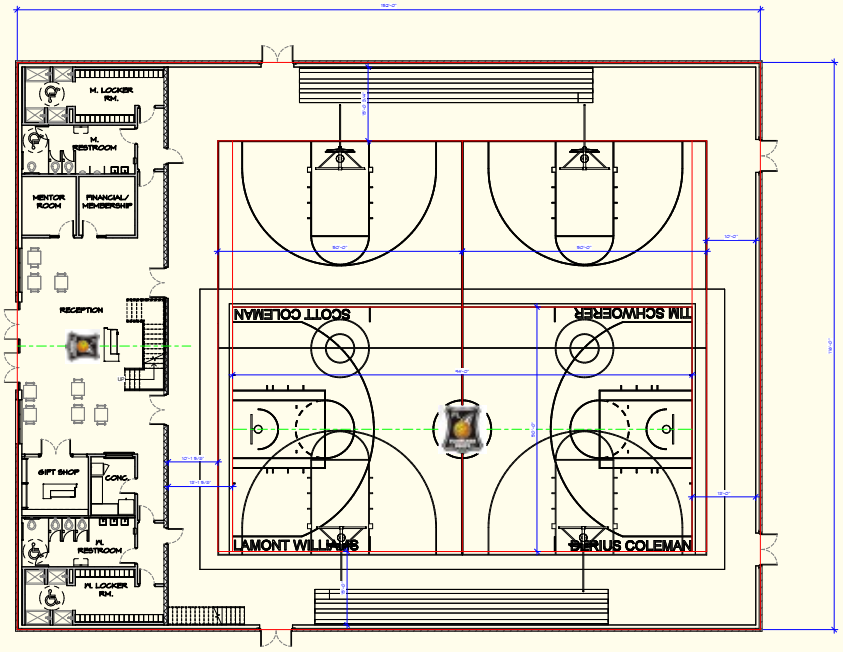


Along the southern edge of the building is a well-organized support wing that includes:

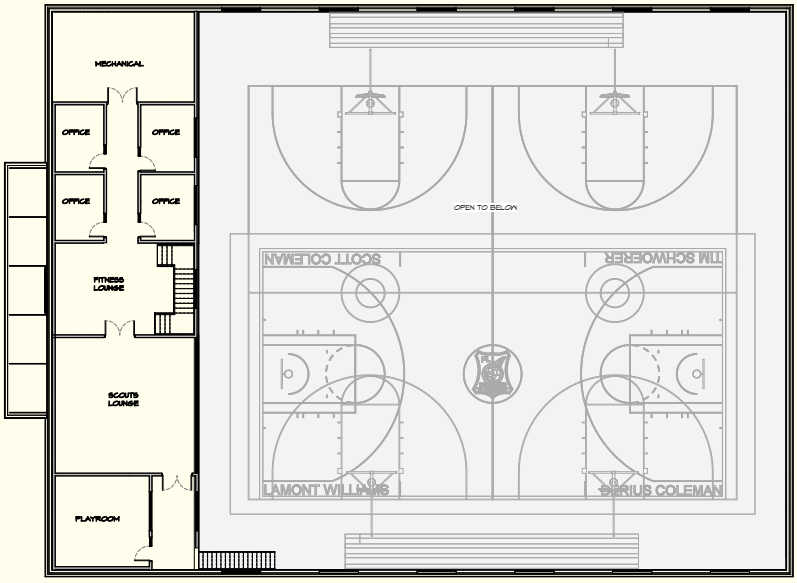
- A publicly accessible lobby and check-in area
- Restrooms designed for high-traffic use
- Staff offices, meeting rooms, and administrative space
- Storage areas for equipment and program supplies
- Mechanical and electrical rooms ensuring safe and maintainable operations

This arrangement allows efficient circulation, simplified supervision, and safe separation between spectators, players, and operational activities.

The building includes multiple emergency exits, ADA-compliant pathways, and direct access points to the gym from the main corridor, ensuring smooth flow during events, leagues, and community programs.



FIRST FLOOR PLAN



MEZZANINE FLOOR PLAN



Architectural Character

Architecturally, the facility reflects a modern, durable, and community-oriented design. The exterior uses a two-tone facade consisting of a robust masonry base and a metal panel upper section.

This composition provides:

- High durability and low maintenance
- A visually grounded, contemporary appearance
- Energy efficiency through reflective cladding materials

The use of large, glazed entrance elements creates an open and welcoming presence, while strategically placed windows bring daylight into offices and shared spaces without affecting the controlled lighting environment of the gymnasium.

Overall, the architectural character is clean, functional, and professional—consistent with modern community athletic centers and recreation hubs.

Programmatic Uses and Community Benefit

The facility is designed to host a wide array of programs that meet community needs.

Core program areas include:

- Youth basketball leagues, practices, and tournaments
- After-school and weekend recreational programming
- Sports camps, clinics, and skills-development workshops
- Training and conditioning sessions for athletes of all ages
- Community meetings, events, and multipurpose activities
- Inclusive programming for underserved and at-risk youth

By providing a safe, climate-controlled environment, the facility expands opportunities for physical activity regardless of weather, transportation barriers, or income level. It also enables partnerships with schools, nonprofit youth organizations, health and wellness agencies, and regional sports associations.

Community Impact:

Flawless Hoops makes a positive difference in the community by creating more than just athletes—it builds leaders and role models.

Energy Efficiency and Green Design Features

The design incorporates several sustainability and energy-efficient strategies that reduce operating costs and environmental impact. These include:

High-Performance Building Envelope
- **Insulated metal panel systems with high thermal resistance reduce heating and cooling loads.**
- **Masonry base contributes thermal mass that moderates interior temperature swings.**
- **Light-colored cladding reduces heat gain, improving summer energy performance.**

Energy-Efficient Mechanical Systems
- **High-efficiency HVAC rooftop units with variable-speed fans and demand-controlled ventilation to reduce energy use during low-occupancy periods.**
- **HVLS (high-volume low speed) destratification fans to redistribute heat in the winter and improve comfort year-round.**
- **Tight envelope and advanced air-sealing details limit infiltration losses.**

Lighting and Electrical Efficiency
- **LED high-bay fixtures in the gym provide long life, reduced maintenance, and significant energy savings.**
- **Lighting control systems with occupancy sensors and programmable scheduling optimize usage.**

Daylighting and Indoor Environmental Quality
- **Strategically placed windows bring natural light into support spaces.**
- **Controlled daylighting minimizes glare and improves comfort for staff and visitors.**

Personal Impact:

The program has taught my son how to set goals, work hard, and stay positive even when things don't go his way. These lessons have shaped his character and confidence, making him a stronger, more focused individual outside of basketball.

Site and Civil Sustainability Opportunities

While not required for the project, the site design can incorporate:

- **Native plant landscaping to reduce water usage**
- **Bioswales to improve stormwater management**
- **Rooftop solar readiness, leveraging the building's large, unobstructed roof area**

These features strengthen the project's value for grants that prioritize environmental stewardship, operational efficiency, or climate-resilient infrastructure.



Long-Term Impact and Sustainability

The project is intentionally designed for long-term operational sustainability. Its durable materials, efficient systems, and low-maintenance finishes reduce life-cycle costs. Moreover, the building's flexible program capacity supports year-round revenue streams through leagues, rentals, tournaments, and community events. This ensures financial stability while keeping programs accessible to local families.

The facility will serve as a central hub for youth development, active recreation, and community wellness, supporting physical, social, and emotional health outcomes for residents of all ages.

Purchase Offer

Purchase amount - $100,000
Escrow amount - $2,000 (2% of the 100k)
Included contingencies - Project execution is contingent upon obtaining approval for a conditional use permit for the site. Quasius Construction, in collaboration with Flawless Hoops, will coordinate with the City of Sheboygan to secure any required rezoning or land-use approvals necessary for the proposed facility.

Feasibility of the Project

Financial Feasibility: extent to which the project is feasible financially and proposed resources are attainable; reasonable and balance budget with cost controls - The project demonstrates strong financial feasibility supported by secured commitments from multiple sponsors, including Johnsonville, Masters Gallery, and other contributors. To date, Flawless Hoops has obtained commitments and pledges exceeding 90% of the total project budget. With this level of funding in place, the remaining balance is attainable and is expected to be completed in conjunction with a commitment on the land, ensuring a balanced budget and effective cost control throughout the project.

Ability to secure other financing needed to carry out project; including debt, equity, or state or federal funds - The project is well positioned to secure any additional financing required for successful completion. Flawless Hoops benefits from exceptionally strong community support, with several donors possessing the financial capacity and demonstrated commitment to see the project realized. This support, combined with the substantial funding already secured as outlined in the Financial Feasibility section above, provides confidence in the project's ability to obtain any remaining financing through a balanced mix of donor contributions and other appropriate funding sources, if needed.

Ability to secure approval from the city of Sheboygan in regards to zoning and conditional use. The offer to purchase the property is expressly contingent upon obtaining these approvals. Additionally, preliminary discussions with City representatives have been positive, indicating alignment with municipal requirements and a favorable path forward for securing the required zoning and conditional use approvals.

Ability to carry-out the project with no city support such as Tax Incremental Financing. (Parcel would not be eligible for a TIF under City of Sheboygan's TIF Policy) - The Flawless Hoops organization is a nonprofit, tax-exempt entity and is therefore not eligible for Tax Increment Financing (TIF) funding.

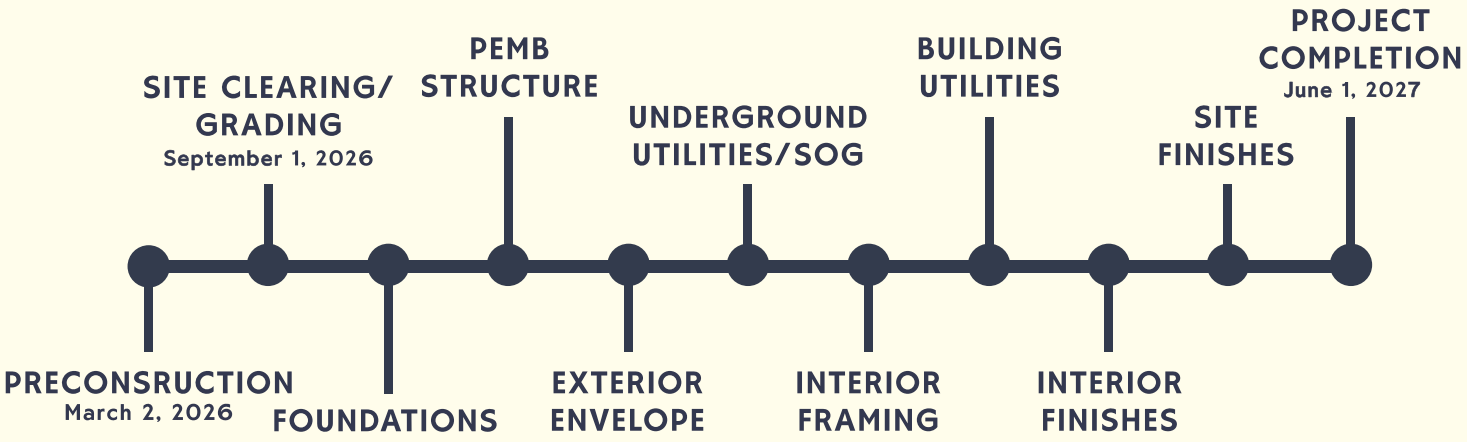
Personal Meaning & Experience:

Flawless Hoops represents more than just basketball—it's about discipline, teamwork, and striving for excellence on and off the court.

Readiness to Proceed

Leveraging/percentage of total cost with commitments - The project's conceptual budget is estimated at $3.5 million. Current financial commitments and pledges, as outlined in the Financial Feasibility section, account for more than 90% of the total project cost, demonstrating strong leverage of secured funding relative to the overall budget.

Realistic Implementation Table







QUASIUS: PROJECT CONSTRUCTION MANAGER

Quasius Company History

A Legacy of Built Excellence Since 1891
Quasius Construction, Inc., is a distinguished construction services firm in the heart of Sheboygan, Wisconsin, with rich traditions dating back to its establishment by George Quasius in 1891. Rooted in reputation and our fourth generation of family leadership, we have proudly served Eastern Wisconsin and beyond, earning esteem with an unwavering commitment to craftsmanship, innovation, and community cultivation spanning centuries. From the ground up, we rise to the role of empowering construction advocate for clients, navigating the building process through our deep understanding of your operations to deliver transformative, time-tested environments.

Bespoke Services to Achieve Extraordinary Delivery
Over a century of experience in managing construction projects across industries is demonstrated in our intuitive processes and orients our holistic management services for efficiency, value, and quality. From customary general contractor relationships to modern design-build delivery methods, we adapt our approach to each project, immersing ourselves in the details and a dynamic of open communication to delight clients. Our pre-construction services ensure that every project is grounded in informed decision-making and designed to satisfy immediate and future facility needs, prioritizing planning and value engineering from project inception.

Meaningful Partnerships and Remarkable Client Retention
A significant portion of the Quasius portfolio stems from a foundation of enduring relationships with clients. The trust we have garnered over generations is a testament to our passion for quality and capacity to perform high-quality construction at a competitive price.

Safety, First.
Safety is integral to our operations. Our impeccable safety record and unique safety programs protect our team and extend to our client's employees, customers, and the general public. This pledge is embedded in our work and our ethos of prioritizing the well-being of everyone involved in our projects and extends well beyond our job sites.

We look forward to digging deeper into your project and demonstrating how our extensive expertise and talented team can make your vision tangible and timeless.



QUASIUS SAFETY

At Quasius Construction, safety is much more than a priority; it's the foundation of our business philosophy. Our employees are our greatest asset, and their welfare is paramount to us. We are committed to a culture of safety that is reinforced in every aspect of our work.

The Quasius Construction safety program revolves around three pillars:

Proactive Leadership: Our designated Safety Coordinator spearheads our safety initiatives, but every member of the Quasius team — from executives to field workers — is empowered and responsible for upholding the same set of safety standards.

Continuous Learning: We invest in safety training, with quarterly sessions for all employees and daily toolbox talks conducted by Superintendents to address specific site hazards and raise awareness.

Rigorous oversight: We hold ourselves and the project team accountable. All Quasius team members, subcontractors and visitors to the project site are required to adhere to Quasius' Construction Safety program. Our Superintendent and Safety Coordinator conduct regular job site visits to ensure compliance and identify potential risks.

Examples of Quasius' proactive approach to safety and training:

- Stretch and flex implemented on all job sites.
- Site Specific Safety plans completed on all projects.
- Regularly updated corporate safety manual.
- ACE Level II certification from Wisconsin AGC.
- Third-party audits on all projects with Quasius' insurance provider.
- Respiratory training, CPR training, and OSHA-30 training for field personnel.
- Lead and Asbestos awareness training for all field employees.
- Implemented mandatory drug testing after a recordable incident.
- Restructured safety committee to increase the inclusion of key field personnel.

Since our last recordable injury, we've logged 162,000 hours without incident.

W/C MODIFIER RATE

Below industry average and trending down over the past three years.

7/01/25—7/01/26	**.73**
7/01/24—7/01/25	.92
7/01/23—7/01/24	1.02

QUASIUS PROJECT TEAM

MIKE WOLF

DIRECTOR OF PRECONSTRUCTION AND ESTIMATING



CONTACT

mwolf@quasius.com

920-912-6125

HISTORY

Years of Experience
34

EDUCATION

B.A. - Finance & Economics
University of Wisconsin -
La Crosse

RESPONSIBILITY:

Mike is the leader of Quasius Construction, Inc.'s estimating department. He is directly responsible for developing accurate cost estimates for construction projects by analyzing project plans, specifications, and other relevant documents. His responsibilities for this project include but are not limited to the following:

- **Subcontractor/Supplier solicitation and negotiation.**
- **Bid preparation.**
- **Risk assessment.**
- **Value engineering.**

PRE-CONSTRUCTION AND CONSTRUCTION EXPERIENCE (PARTIAL):

- **Piggly Wiggly & Dick's Supermarkets: 14 major projects within first 12 months varying from $1 Million to $7 Million**
- **Central Bakery & Central Kitchen Facility $7.2 Million**
- **Pros 4 Technology – Sheboygan Falls, WI**
- **Plymouth Industries - Plymouth, WI**
- **Millennium Technologies - Plymouth, WI**
- **Camp Anokijig Administration Building - Plymouth, WI**
- **Children's Hospital of Wisconsin Clinic - Pewaukee, WI**
- **Children's Hospital of Wisconsin Clinic - West Bend, WI**
- **Center for Diagnostic Imaging: Appleton, WI**
- **Kettle Moraine YMCA – West Bend, WI**
- **Dick's Supermarket – Bakery and Deli Production Facility - Platteville, WI**
- **Lexus Additions and Remodeling, Milwaukee and Brookfield, WI**
- **Lake Terrace Assisted Living & Memory Care Facility - Milwaukee, WI**
- **ASQ Center (Ivory Tusk) Building Renovation - Milwaukee, WI**
- **Gen Mitchel International Airport, Concourse C Remodel and Addition - Milwaukee, WI**
- **Commerce State Bank, Corporate Office Build-out - Milwaukee, WI**
- **Next Door Foundation - Milwaukee, WI**
- **Arcon Ring Manufacturing Facility - Delafield, WI**

OWNER REFERENCE:

Robert C Bowman NCARB
Napleton Automotive
630-455-2923
bob@napleton.com

QUASIUS PROJECT TEAM

PETER JUNDT

SENIOR PROJECT MANAGER



CONTACT

pjundt@quasius.com

920-627-6181

HISTORY

Years of Experience
40

EDUCATION

Concordia University

RESPONSIBILITY:

- Provide holistic management of projects, including contract administration, technical assistance, and supporting field operations.
- Manage project subcontracts and material supply agreements, including negotiating terms and conditions, procurement, and delivery schedules.
- Guide project execution in accordance with budget, schedule, and quality standards.
- Prepare and present regular progress reports to the executive team, briefing leadership on budget, safety, and schedule updates.
- Develop and maintain meaningful, productive relationships with subcontractors, architects, and clients.
- Ensure timely project closeout by spearheading efforts in compiling closing documentation and completing a punch list of deliverables.
- Provide guidance and mentorship to junior associates to support their professional growth and development.

PRE-CONSTRUCTION AND CONSTRUCTION EXPERIENCE (PARTIAL):

- Design and Installation of Proprietary Green Wall Systems
- Installation of Complex Systems
- Mission Critical Switch Station Upgrades for AT&T and Verizon
- World Financial Center, Manhattan, NY
- BRAC Milcon Relocate RIA-14 Addition to B 839, Fort Gillem, GA
- Peabody Apartment Building Renovation (Phase 2), Augusta, GA
- Flamingo Trailer House Replacement, Everglades National Park
- Exterior Stone Replacement, Frank Scarlett Federal Courthouse, Brunswick, GA
- Prairie School Field House Renovation and Addition - Wind Point, WI
- Federal Courthouse Roof Replacement, Macon, GA
- Boardwalk Replacement, Biscayne National Park, FL
- Racine Art Museum- Racine, WI
- Washington University Medical Center- St. Louis, MO
- Northwestern Memorial Hospital - Chicago, IL

OWNER REFERENCE:

Darren Mende, COO
Collectiv (Formerly SVP/COO - SageGreenLife)
(773) 895-0838
darrenmende@gmail.com

Harry Eschel, Acting CEO
ZiRO (Formerly SVP Product Development and Partnerships - SageGreenLife)
(847) 414-7353

Bradley Foley, Founder/CEO
HR Value Partners
(262) 344-2799

QUASIUS PROJECT TEAM

TODD HIGGINS
SUPERINTENDENT



CONTACT
thiggins@quasius.com
920-627-7123

HISTORY
Years of Experience
23

Years with Quasius
12

EDUCATION
Carpentry Apprenticeship Program

RESPONSIBILITY:
Todd is responsible for management, scheduling, and coordination of all onsite activities during project construction to assure quality installation by all trades and complete client satisfaction. Responsibilities for this project include, but are not limited to the following:

- Responsible for day-to-day activities on the jobsite.
- Safety, schedule, and jobsite personnel.
- Field documentation.

PRE-CONSTRUCTION AND CONSTRUCTION EXPERIENCE (PARTIAL):

- North High School Technology Education Addition – Sheboygan, WI
- Lakeshore Technical College Physical Plant Building – Cleveland, WI
- Sheboygan YMCA Remodel – Sheboygan, WI
- Fifth Color New Building – Sheboygan Falls, WI
- City of Sheboygan City Hall Remodel – Sheboygan, WI
- Pros 4 Technology New Building – Sheboygan Falls, WI
- Sheboygan County Highway Department New Facility – Plymouth, WI
- Plymouth Industries Addition – Plymouth, WI
- Millennium Technologies Phase 1 Addition – Plymouth, WI
- Millennium Technologies Phase 2 Addition – Plymouth, WI
- Guy & O'Neill Manufacturing Addition – Fredonia, WI
- Lakeside Pepsi New Facility – Sheboygan Falls, WI
- Masters Gallery - Plymouth, WI - Additions and Remodel
- Glacier Transit & Storage – Plymouth, WI - New Building
- Manitowoc Aquatic Center – Manitowoc, WI – New Building
- Lakeshore Child Advocacy Center – Sheboygan WI

OWNER REFERENCE:
Bill Tatum, General Manager
Lakeside Bottling Company
Email: btatman@lakesidepepsi.com
Phone: 920-467-8601 Ext. 303

Bill Prusow, President & CEO
Pros 4 Technology
Email: bill@pros4technology.com
Phone: 920-400-1279

QUASIUS PROJECT TEAM

		PLANNING	PRECONSTRUCTION	CONSTRUCTION	QUALITY	SAFETY
CHRIS LEAPLEY	VP of Operations		✓	✓	✓	✓
MIKE WOLF	Director of Preconstruction	✓	✓		✓	✓
PETER JUNDT	Senior Project Manager	✓	✓	✓	✓	✓
BEN KREBS	Director of Field Operations	✓	✓	✓	✓	✓
TODD HIGGINS	Superintendent		✓	✓	✓	✓
ETHAN SCHMIDT	Project Engineer		✓	✓	✓	✓
SCOTT QUASIUS	Safety Director	✓	✓	✓	✓	✓



CHRIS LEAPLEY — VP of Operations

Chris is the head of construction operations at Quasius Construction, Inc., overseeing every aspect of preconstruction and construction services. His role involves thorough quality plan review, value analysis, and a commitment to ensuring complete client satisfaction throughout the project.



BEN KREBS — Director of Field Operations

Ben provides oversight and management of the day-to-day functions of the Superintendents and all field employees. He works hand-in-hand with the Executive Team, Operations Management, Superintendents, Project Managers and Project Engineers to ensure field operations are properly staffed, managed and operating successfully.



ETHAN SCHMIDT — Project Engineer

Ethan plays a crucial role in supporting both the Project Manager and the estimating team at Quasius Construction, Inc. In his capacity, he provides essential assistance to ensure the smooth functioning of project operations. His diverse responsibilities include offering support to the Project Manager, aiding the estimating team, managing purchasing and change processes, handling administrative tasks, overseeing office management, and facilitating the seamless closure of projects.



SCOTT QUASIUS — Safety Director

Scott's responsibilities include overall supervision of Quasius Construction's safety program for the project. This includes outlining actions and methods, which will reduce and/or eliminate manpower and monetary loss resulting from accidents, and provide policies and guidelines to comply with the Occupational Safety and Health Act.

PROJECT SPOTLIGHT

ST. PAUL'S LUTHERAN SCHOOL



Location

Howards Grove, Wisconsin

Owner

St. Paul's Lutheran School, Howards Grove

Project Description

St. Paul's retained Quasius Construction as its construction manager for its $5.2 million addition. Quasius worked with the building committee and design team throughout design development to assist with project feasibility, budgeting and value engineering. The new 24,872-square-foot addition to the existing school was completed on time and within budget.



Architect

Abacus Architects, Inc.

Completed

August 2023; 10-month Duration

Owner Reference

Larry Jaeger
Phone: 920-901-0234



Client Testimonial

"The most surprising thing about it is the communication skill. Quasius never stopped communicating with us."

Larry Jaeger, Building Committee Chairman

PROJECT SPOTLIGHT

SHEBOYGAN YMCA



Location

Sheboygan, Wisconsin

Owner

Sheboygan County YMCA

Project Descriptions

Quasius Construction was contracted for the Sheboygan County YMCA's $9 million capital campaign projects which involved three projects on three different sites - each operating throughout construction. Quasius Construction was assigned complete control of both the building's design and construction. Pre-construction included the full design of the new and remodeled areas as well as cost estimation, feasibility analysis, value engineering and complicated phased scheduling. Several of the buildings also required new mechanical, electrical, and plumbing systems.

Architect

Abacus Architects, Inc.

Project Type

Additions and renovations

Building Specifications

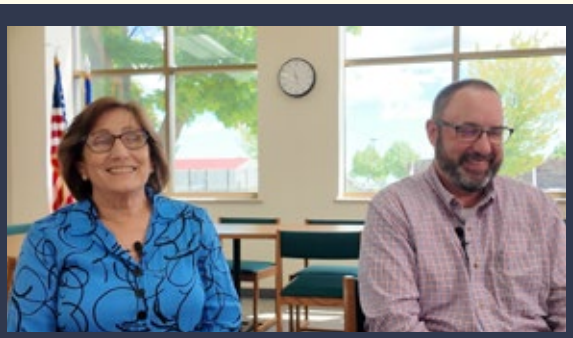
Two-story masonry, pre-cast and structural steel.
Interior finishes, completely new MEP building systems.

Project Highlights

Construction was completed in five phases over 14 months, all while the YMCA continued daily operations.

Owner Reference

Donna Wendlandt
Phone: 920-451-8000 x125



Client Testimonial

"Everyone at Quasius was a win-win for our YMCA. The improvements that we made, made a night and day difference!"

Donna Wendlandt, Former CEO


QUASIUS
1891
WISC
CONSTRUCTION CO.


QUASIUS
1891
WISC
CONSTRUCTION CO.

Sale of the Former Washington Elementary School Playground

Presented to:

Sheboygan Area School District School Board

By:

Gorman & Company

Gorman & Company

- Founded in 1984 by Gary Gorman
- Headquartered in Oregon, WI
- Built 6,417 Units in the state of Wisconsin
- More than $1.05B in Total Development in the state of Wisconsin

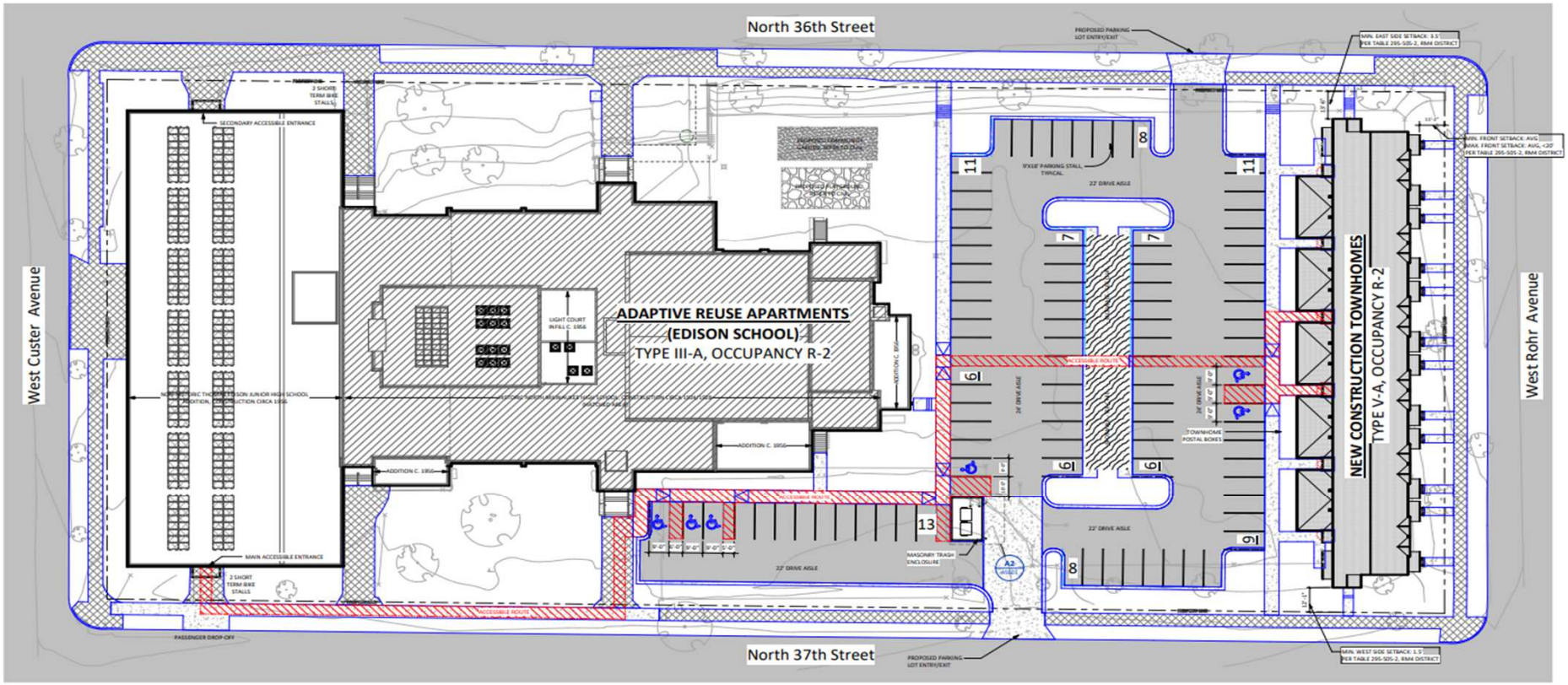
Vertically Integrated

- Wisconsin Development Team
  - Ted Matkom, Market President
  - Adam Gorman, Development Project Manager
  - Jeanette Shiffer, Development Coordinator
- Architectural Services – Daniel Kornaus, Wisconsin Lead Architect
- Gorman General Contractors – Rob Padley, Director of Construction
- Gorman Property Management – Sonja Droste, Director of Property Management
- Asset Management – Kyle Culotta, Director of Asset Management

Past Similar Projects: Edison School



Past Similar Projects: Edison School



A6 ARCHITECTURAL SITE PLAN

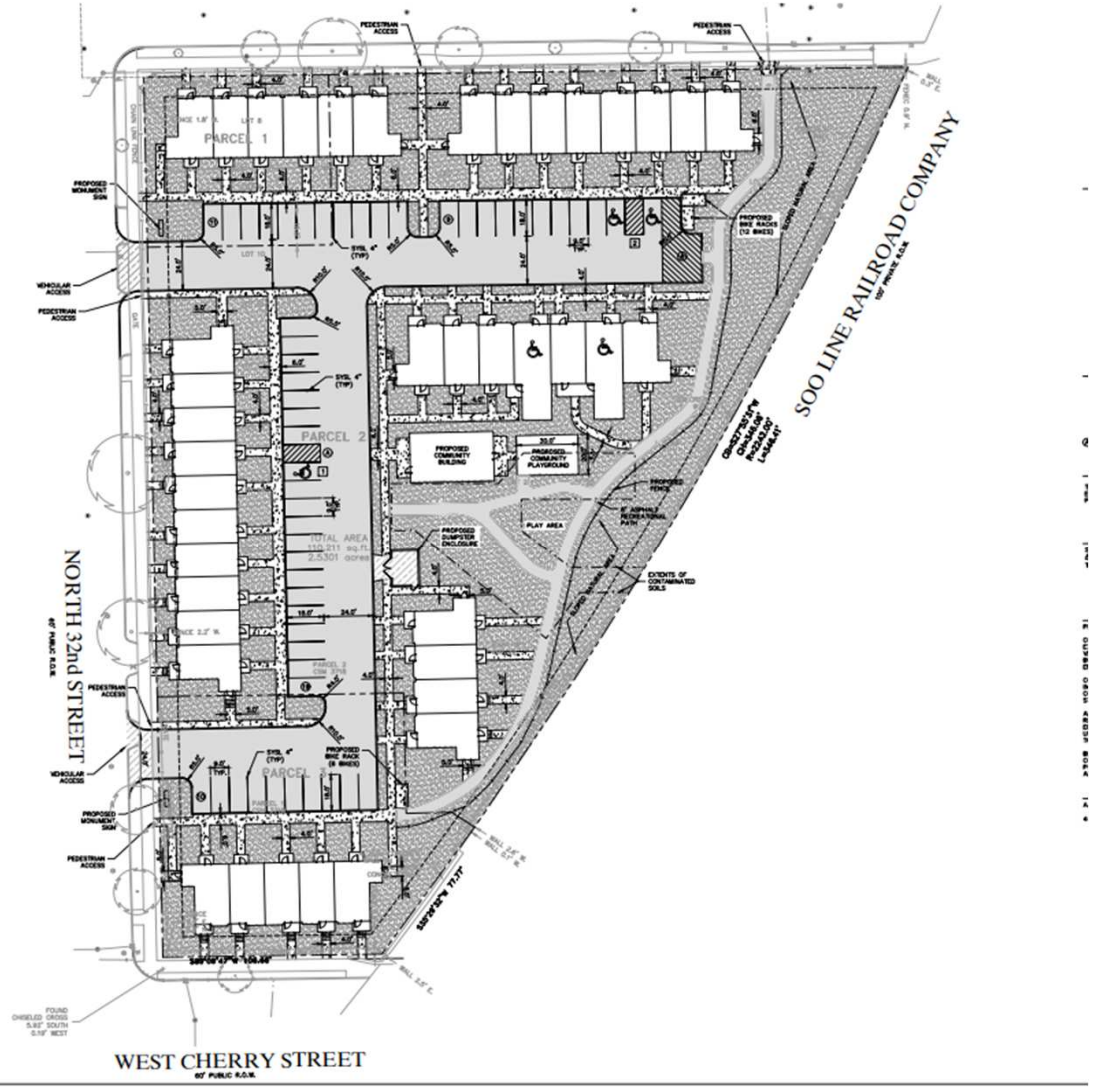
GORMAN & COMPANY

Past Similar Projects: Washington Park Townhomes



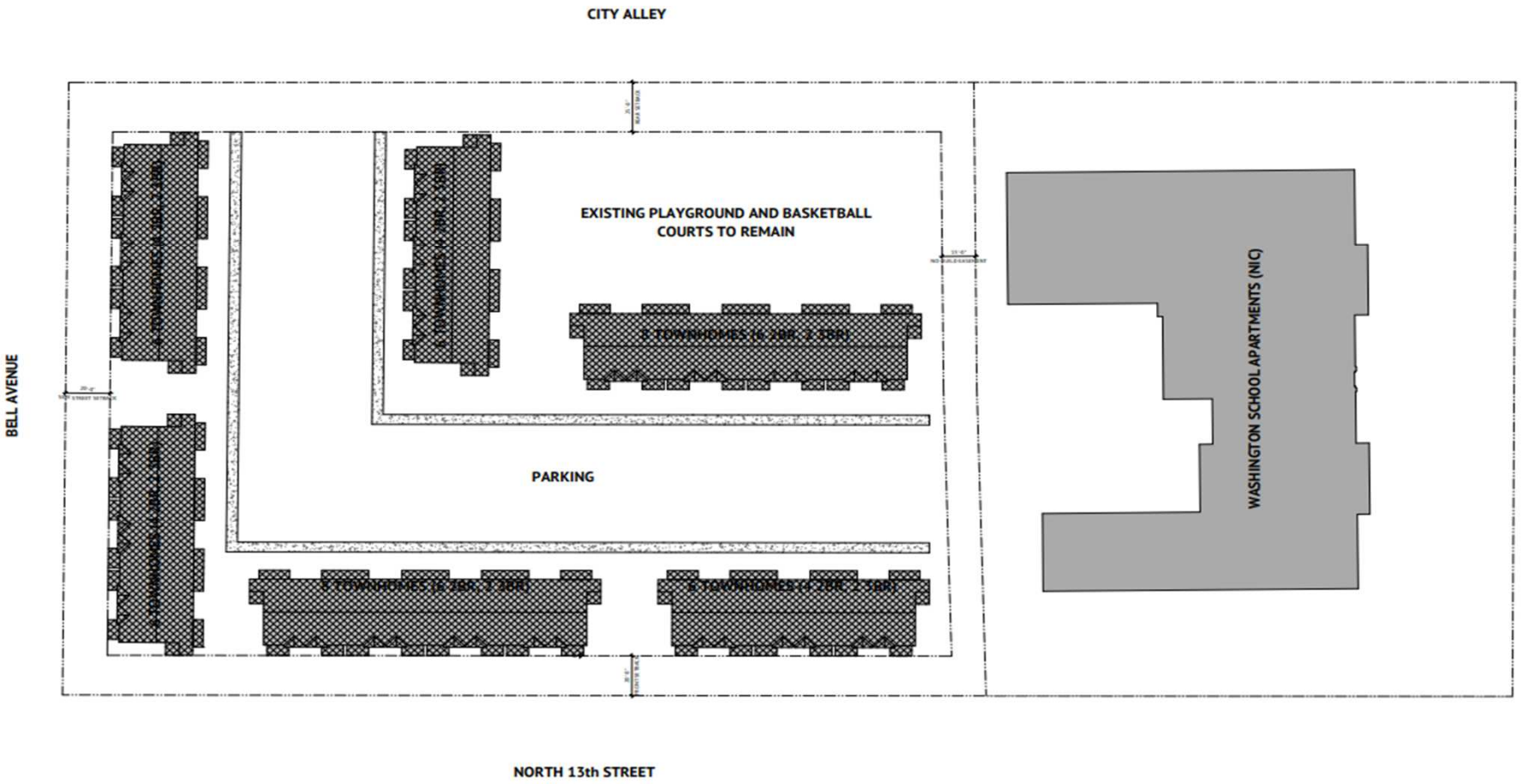
GORMAN & COMPANY

Past Similar Projects: Washington Park Townhomes



GORMAN & COMPANY

Conceptual Site Plan



GORMAN & COMPANY

Financial Model

Gorman & Company

Project & Feasibility Summary

SOURCES & USES SUMMARY

SOURCES	FINANCING	PER UNIT	%
WHEDA First Mortgage	$1,693,000	$42,325	12.0%
AHP	$2,000,000	$50,000	14.2%
Deferred Developer Fee	$247,064	$6,177	1.8%
LIHTC	$10,138,986	$253,475	72.0%
Total	**$14,079,050**	**$351,976**	**100.0%**

USES	COST	PER UNIT	%
Acquisition (land + building)	$500,000	$12,500	3.6%
Hard Construction Costs	$9,901,907	$247,548	70.3%
Developer Fee	$1,000,000	$25,000	7.1%
Soft Costs	$2,389,913	$59,748	17.0%
Reserves	$287,230	$7,181	2.0%
Total	**$14,079,050**	**$351,976**	**100%**

Gap Analysis	TOTAL
Total Sources of Funds	$14,079,050
Total Development Costs	$14,079,050
Oversourced / (Undersourced)	

Project Schedule

April 2026	Purchase agreement signed
December 2026	WHEDA 9% application submitted
June 2027	WHEDA announcement of 9% competitive tax credits
June 2027	AHP funding application submitted through the Federal Home Loan Bank of Chicago
July 2027	Solicit and negotiate with Tax Credit Investor
September 2027	Commence bidding process related to design drawings
November 2027	Obtain construction bids and qualify bidders
April 2028	Financial close and construction start
October 2029	Construction completion

GORMAN & COMPANY
Integrity. Innovation. Community.

P: (608) 835-3900
F: (608) 835-3922
info@GormanUSA.com
www.GormanUSA.com
200 N Main Street
Oregon, WI 53575

January 13, 2026

Sheboygan Area School District
Attn: Mark Boehlke
3330 Stahl Road
Sheboygan, WI 53081
RE: 1227 Bell Avenue Sheboygan, Wisconsin

Gorman & Company is pleased to submit a response to the Request For Proposal for the Purchase and Development of an Approximate 2.93-Acre Parcel Owned by the Sheboygan Area School District Located at 1227 Dell Avenue, Sheboygan, Wisconsin issued on November 3, 2025.

We are proposing the construction of a 40-unit townhome community, consisting of two- and three-bedroom units that would target individuals that make an average of 60% of the median income of Sheboygan County. Furthermore, we believe our proposal will activate the 13th Street corridor while providing quality affordable housing for people who want to live, work, and play in Sheboygan.

Gorman & Company has executed the services described within this RFP for municipalities throughout Wisconsin such as Green Bay, Wausau, Manitowoc, and Baraboo. The expertise of Gorman & Company lies within the fact that our company is "vertically integrated", which means all design, construction, management, relocation and compliance services are under one roof.

This packet contains a comprehensive response containing a brief description of our firm, relevant completed projects, project description, proposed land purchase price, conceptual site plan and financial investment.

Thank you in advance for the consideration of our proposal.

Thank you,

Adam Gorman
Development Project Manager
Gorman & Company, LLC
608-712-6124

HISTORY

Gary J. Gorman started Gorman & Company in 1984 to develop, syndicate, and manage multifamily housing properties. Gorman & Company has become one of the largest and most respected multifamily development firms in the region. Gorman & Company currently employs over 700 individuals. and has been ranked as one of top 50 largest affordable housing developer nationally by Affordable Housing Finance for over a decade. With more than 170+ community revitalization projects in the portfolio, Gorman & Company has experience developing some of the nation's highest quality affordable housing and neighborhood revitalization projects.

MISSION STATEMENT

At Gorman & Company, we work to revitalize communities through innovative housing partnerships. As a trusted partner and respected industry leader since 1984, we specialize in: downtown revitalization, the preservation of affordable housing, workforce housing, and the adaptive reuse of significant historic buildings.

PHILOSOPHY

Gorman & Company works closely with local governments and municipal groups to help cities meet their development, planning, economic and social goals. Gorman's staff brings a broad range of development, design, construction, and real-life experience to the development process and applies those skills to solve problems and help communities bring their plans to reality. Gorman & Company has developed innovative and catalytic properties in partnership with communities in Arizona, Arkansas, Colorado, Florida, Georgia, Illinois, Indiana, Mississippi, New Mexico, Ohio, Oregon, and Wisconsin.

CORE VALUES

All our activities will be executed in a manner that is consistent with our Core Values:

- We create and protect the best reputation at all costs
- We treat our people as our most important assets
- We provide first class service to our customers at all times
- We provide value and quality to meet or exceed customer expectations
- We maintain financial discipline to preserve and build long term economic strength
- We act in an honest, respectful, responsive, and professional manner always

KEY CONTACT PERSON

Ted Matkom, Wisconsin Market President
200 N. Main Street, Oregon, WI 53575
Email: TMatkom@GormanUSA.com Phone: 414-617-9997

CORE PURPOSE

Initiate strategies and implement solutions to revitalize communities and build strong neighborhoods.



EXPERIENCE

Acquisition + Rehabilitation | Public Housing Redevelopment | Special Needs + Supportive Housing | Senior Housing + Grandfamily | New Construction

Since 1984, Gorman & Company has specialized in downtown revitalization, historic preservation, mixed-use, live-work, workforce housing, neighborhood transformations, and preservation of affordable housing options. We have been recognized as one of the nation's 'Top 50 Affordable Housing Developers' by Affordable Housing Finance Magazine and regularly received local and national recognition for our developments.

Our team has a proven record of accomplishment of cultivating successful partnerships with a wide range of groups including municipalities, corporations, housing authorities, nonprofit organizations, private investors, businesses, and community stakeholders. We bring with us our ability to assemble a wide array of resources necessary to tackle challenging development projects all while maintaining the community vision.

Of the 170+ projects that we have completed, we have never had a foreclosure, never defaulted, and never had a general partner replaced by the investor. We stand by our commitments. When we receive an RFP award, we enthusiastically deliver on our promises.

EXECUTIVE TEAM

BRIAN SWANTON | PRESIDENT & CEO



Brian Swanton transitioned into the role of President & Chief Executive Officer for Gorman & Company in 2018, after serving as the Arizona Market President since 2008. During his tenure as Arizona Market President, Mr. Swanton led a multi-disciplinary team that designed and constructed over 1,000 units of new housing across the State with an emphasis on permanent supportive housing for families, seniors, veterans, and chronically homeless populations in both urban and rural locations. Mr. Swanton also redeveloped some of the first public housing units in the country using HUD's Rental Assistance Demonstration (RAD) program. As President & CEO, Mr. Swanton oversees all of Gorman's business units, including design, construction, development, property & asset management, and administration. Prior to joining Gorman, Mr. Swanton held various leadership positions in the non-profit sector, where he directed the preservation and construction of over 2,300 units of housing in 29 residential communities across Arizona and successfully refinanced and/or repositioned 1,702 units of existing affordable housing. Mr. Swanton also spent eight years of his career in the public sector, having served as the Housing Development Manager for the City of Scottsdale, as well as other positions in housing and community development with the City of Glendale, AZ, the Arizona Department of Housing, and the City of Quincy, MA.

Mr. Swanton holds a Master of Public Administration and a Bachelor of Science in Urban Planning, both from Arizona State University where he has taught graduate and undergraduate courses in housing finance and neighborhood revitalization. Brian is also certified as a Housing Development Finance Professional by the National Development Council. Brian is the past Chairman of the Board of Directors for the Arizona Housing Alliance, Arizona's only statewide affordable housing advocacy organization, guiding that organization through a merger with the Arizona Coalition to End Homelessness in 2017. Brian continues to serve on the Board of the newly merged organization, the Arizona Housing Coalition. Brian is also an active member of Greater Phoenix Leadership, the Arizona Multihousing Association, the Housing Advisory Group (HAG), the Affordable Housing Developers Council (AHDC), and the Affordable Housing Tax Credit Coalition where he advocates on the federal, state, and local levels to advance affordable housing resources across the U.S.

MIKE REDMAN | CFO & COO



Mike joined Gorman & Company in 2014 as the Corporate Controller. He directly supervises all aspects of the accounting department including oversight of the budget process, tax preparation, and audit. He brings to Gorman & Company many years of diverse work experience from such industries as hotel development and management, construction, retail, and transportation. His background includes being a member of corporate leadership teams and serving in various leadership roles such as CFO, Controller, and Vice President – Finance. Mike holds a degree from Upper Iowa University and is a Certified Public Accountant. He is a member of the AICPA and WICPA and has served on boards of not-for-profit organizations.

DEVELOPMENT TEAM

TED MATKOM | WISCONSIN MARKET PRESIDENT



Ted Matkom has held the role of Wisconsin Market President over the past 10 years with Gorman & Company and has also served as General Counsel for the past thirteen years. Ted has a wealth of experience in developing both residential and commercial real estate. He served five years on the board of directors for Menomonee Valley Partners, the non-profit development entity designated to revitalize Milwaukee's Menomonee Valley industrial park. For the past 8 years, Ted has been President of The Corridor, Inc., a nonprofit organization that has been charged with helping to redevelop the "30th Street Corridor" in the heart of Milwaukee. He has also been appointed for the past six years to the Board of Directors for the Milwaukee Area Workforce Investment Board, Inc.

Ted has a Bachelor of Arts in International Relations and Political Science from the University of Wisconsin-Madison, and a Doctorate of Law from Marquette University.



DUANE BUSCHER | SENIOR FINANCIAL ANALYST

Duane Buscher serves as Financial Analyst for Gorman & Company, focusing primarily on underwriting Low-Income Housing Tax Credit projects. Mr. Buscher works closely with the Market Presidents and Construction Accounting team at all stages of the development process to evaluate project feasibility and conduct proforma analysis. Mr. Buscher joined the team at Gorman & Company in September 2014, having most recently worked in a similar role as an Underwriter for the Missouri Housing Development Commission. Mr. Buscher has a BA in Psychology and a master's degree in Urban Planning from the University of Kansas.



ADAM GORMAN | DEVELOPMENT PROJECT MANAGER

Adam recently joined Gorman & Company's development division as a Development Project Manager. Previously, he was a Project Manager in the company's construction division.

Before joining Gorman, Adam ran a construction and development firm focused on multi-family developments in Wisconsin and Colorado. He holds a Bachelor of Arts in Business Administration and Chinese Language from the University of Wisconsin - Lacrosse.



AMBERLEE OHLSEN | DEVELOPMENT COORDINATOR

Amberlee joined Gorman & Company in November of 2022 as a Development Coordinator, supporting our Illinois and Wisconsin regions. In this role, she provides cross-functional support across multiple markets, contributing in various capacities. Amberlee plays a key role in our projects, from concept through to closing, ensuring seamless communication and coordination at every step.

Her expertise lies in applications and closing processes, where she works to guarantee successful communication and efficient project execution. Before joining Gorman & Company, Amberlee served as a Senior Project Coordinator on a Real Estate Project Team for a large Molecular Diagnostics Company, as well as a Project Coordinator for an Architectural Firm, both based in Madison, WI. She holds a B.S. in Integrative Health Sciences and is currently pursuing the CAPM Program through PMI.

GORMAN ARCHITECTURAL

Gorman Architectural was formed in 1998. It has designed many innovative affordable multifamily developments across the nation. Gorman's architects have specialized in historic adaptive reuse; mixed use, mixed income; and the preservation of existing affordable housing. Projects designed by Gorman Architectural have won numerous awards and have attained the highest standards of sustainable/green design and accessible design.

Gorman Architecture designs projects with the intention of creating a sense of community, vitality, and openness. Gorman's integrated design process includes high efficiency, healthy building, low-impact development techniques, and the incorporation of natural, social, and cultural elements in the design. Working with stakeholders and future residents allows us to tailor amenities to accommodate not only required activities but to find the overlap or synergistic opportunities planned facilities provide. We also design for energy efficiency and ease of maintenance.

NATHANIEL STARK | VICE PRESIDENT OF ARCHITECTURE



Joining Gorman & Company in 2017, Nate started out as the Lead Architect overseeing projects and the growth of architectural' s team in Colorado. He has served as the Architect of record on over 900 units in Colorado. These projects have been dynamic, community serving projects ranging from historic rehabilitation, urban infill, to rural mountain developments. He has led the design team on projects from site identification to certificate of occupancy and beyond. Nate is committed to a sustainable future and believes the built environment plays a critical role. Past projects with Gorman & Company speak to this commitment by meeting NGBS, EGC, Net-Zero, and ZERH criteria and certification. In his current roll as Director of Design for Gorman & Company he oversees the pre-design phase of the project and remains involved to ensure the project's design goals are maintained through all phases of design. Nate's time serving as Chair of a Planning and Zoning commission and Board of Adjustment and Appeals gives him a unique perspective in working with communities.

DANIEL KORNAUS | LEAD ARCHITECT

Daniel Kornaus is a registered architect in the State of Wisconsin, with 10+ years of experience in the field of low-income housing design and construction. In his time with Gorman & Company, Daniel has worked extensively in multiple project types across several states, including wood-framed new construction, acquisition rehab, and historic adaptive reuse, on projects ranging from singlefamily homes to large, multifamily apartments and hotels. Daniel is particularly interested in the preservation of affordable housing and in sustainable practices in design. After initially joining the Gorman Team in 2011 as an intern while attending graduate school, Daniel now serves as the lead architect for Gorman's Wisconsin portfolio. Daniel received his Bachelor and Master of Architecture degrees from the University of Wisconsin-Milwaukee.

ERCAN ELDEM | DIRECTOR OF QUALITY CONTROL

Ercan Eldem is a registered architect in Florida as well as Germany and has more than 30 years of international experience in residential and mixed-use architecture. He received his degree in architecture from the University of Applied Science in Cologne, Germany. Ercan is a Member of the AIA (American Institute of Architects) and registered with NCARB (National Council of Architectural Registration Boards). During his first seven years in the industry, he gained knowledge with various projects located in Germany, Austria, Turkey, and Yemen. In 1999 he moved to Atlanta, Georgia, and started to work as a project manager for an architectural office. He became an expert in multi-family residential and mixed-use buildings. Ercan joined the Gorman Team in 2014.

GORMAN GENERAL CONTRACTORS

Gorman General Contractors, LLC serves as General Contractor on Gorman & Company development projects. The company believes that the best way to ensure high quality and timely construction is to build its own projects. This level of accountability leads to greater attention to detail and the ability to support each construction phase. Gorman continually improves its construction practices with each successive development because everything is done in-house. Gorman General Contractors, LLC has constructed 50+ multifamily communities and has often led the way with communities and with State Housing Authorities in establishing higher targets for minority and emerging sub-contractors. Because it continues to build superior relationships with strong subcontractors, Gorman General Contractors, LLC can achieve top quality results and often finishes its projects ahead of schedule. Gorman's construction team consists of project managers, on-site field superintendents, and a Director of Construction - all of whom daily oversee work in progress. When challenges arise on the job site, Gorman General Contractors is positioned to quickly resolve issues through close collaboration with its in-house architectural staff.



ROB PADLEY | VICE PRESIDENT OF CONSTRUCTION

Rob has over two decades of experience in construction management roles, starting his career as a Field Superintendent and quickly ascending to the role of Project Manager. His background and field experience are important components when performing critical project functions such as conceptual estimating, scheduling, establishing comprehensive scopes of work, contract negotiation, field quality reviews and complete budget oversight.

TOM JONES | DIRECTOR OF PRECONSTRUCTION



Tom has over 20 years of overall experience in design, project management, budgetary and competitive estimating, space planning, on-site construction, and customer relations. Tom's project experience includes single family homes and developments, multi-family, senior living, and office tenant improvements. As the Director of Preconstruction at Gorman & Company, Tom provides facility assessments, budgets (both conceptual and hard) and value engineering on projects for all Gorman & Company's markets. Attention to detail and precision estimates help Tom to ensure the success of projects. Tom attended MATC and holds a Residential Design degree along with having a Wisconsin Dwelling Contractors License and a State of Wisconsin Certified UDC Construction Building Inspector License.

PORTFOLIO MANAGEMENT

Gorman & Company formed its property management division in 1991. Gorman & Company manages 60+ apartment communities, totaling over 6,000 units. Controlling our management company within the Gorman & Company umbrella allows us to customize our tenant selection criteria to our specific target population while conforming to investor and Section 42 compliance regulations. Gorman & Company also provides Asset Management services for projects. The scope of services provided by Gorman for asset management includes asset financial monitoring, performance review, tracking loans and reimbursements, stakeholder reporting, and reserve tracking. Asset management also tracks month to date, year to date, and quarterly NOI and DCR (Debt Coverage Ratio) tracking. They also review and approve budgets for assets.

LAURA NARDUZZI | SENIOR VICE PRESIDENT OF OPERATIONS



Laura received her degree in Hotel and Restaurant Management from the University of Wisconsin – Stout in 1989. She began her hotel career with The North Central Group, a hotel management and development company. She held various positions in her 20-year tenure with that company including the Vice President of Operations. In that role, she was responsible for a $90 million highly reputable hotel portfolio of Hilton and Marriott brands, which received several brand awards. She joined Gorman & Company in 2009 and now is the Director of Operations.

She directly oversees the operations of Gorman & Company's management division as well as supervises several corporate functions including facilities, marketing, training, and compliance. She works closely with the third-party management companies ensuring Gorman & Company's standards are synonymous across all markets. Laura works closely with Development, Design and Construction in the development process to insure strong viability and long-term sustainability.



KYLE CULOTTA | DIRECTOR OF ASSET MANAGEMENT

Kyle joined Gorman & Company in 2018 as the Director of Asset Management. In his role he is responsible for developing and maintaining strategic asset management, financial management and risk management activities for the company's portfolio. In his role, he oversees portfolio performance, stakeholder reporting, and insurance administration. Working with external and internal partners, his responsibilities include multi-state oversight of third-party management companies, capital planning, and refinancing/disposition of assets.

Prior to joining Gorman, Mr. Culotta most recently worked with the Wisconsin Housing and Economic Development Authority where he was responsible for overseeing the Authority's Tax-Exempt Bond Portfolio. He has over 10 years of experience in asset management, valuation, development, acquisition/disposition and the aggregation and deployment of capital for high density multifamily, office, hotel, and retail properties. Mr. Culotta received his bachelor's degree in Economics as well as his MBA with an emphasis in Commercial Real Estate Finance from the University of Colorado's Leeds School of Business.

WENDY WEISKE | COMPLIANCE MANAGER

Wendy Weiske is Gorman & Company's Compliance Manager and is responsible for the Compliance performance of all Affordable Housing in the company. She supervises a team of Compliance Specialists that ensure accuracy and provide reporting for all Federal, State and Local Housing Agencies as well as Compliance audits and investors reporting. She and all the Compliance Specialists hold numerous Compliance Certifications and Designations including COS®, COS-P®, HCCP®, TCS® and C3P®. Wendy has over 25-year experience in Compliance oversite working with companies and agencies nationwide to ensure ongoing file and reporting accuracy and quality.

PROPERTY MANAGEMENT

Gorman Property Management will technically be named "Property Manager" at closing. However, current Marshfield CDA property management staff would continue to work in their current capacity as the project progresses since the CDA knows what is best for the property and its residents. Gorman & Company would oversee and manage the process to qualify all existing residents under the Section 42 WHEDA program. If any residents are over income we will manage that situation with the Marshfield CDA in compliance with all rules and regulations. This management collaborative process will continue through relocation of residents consistent with our agreed upon construction phasing process. Gorman & Company will guide Marshfield CDA staff to attend WHEDA training seminars to obtain WHEDA certification and work with Marshfield CDA staff to provide on-site assistance for compliance LIHTC rules, regulations and standard management practices to comply with tax credit investor expectations.

Gorman Property Management was formed in 1991 and has earned high marks from local communities and state agencies for its professional criteria in resident selection, as well as its capacity to work with complicated compliance issues. Gorman & Company manages 80+ apartment communities, totaling over 7,000 units. Controlling our management company within the Gorman & Company umbrella allows us to customize our tenant selection criteria to our specific target population while conforming to investor and Section 42 compliance regulations. Gorman Property Management has experience in all facets of affordable housing to include: very low-income housing, public housing, deed restricted housing and workforce.

Gorman & Company also provides Asset Management services for projects. The scope of services provided by Gorman for asset management includes asset financial monitoring, performance review, tracking loans and reimbursements, stakeholder reporting, and reserve tracking. Asset management also tracks month to date, year to date, and quarterly NOI and DCR tracking. They also review and approve budgets for assets.

Gorman & Company provides thorough training for both tenured team members and new team members. The training is completed through different methods including webinars, seminars, individual training, and online programs through a third party. Our in-house Training Manager, as well as third party resources, administer the training. Several of the third-party resource provided trainings are subsequently certified. All team members attend a two-tiered in-house training for LIHTC as well as classes offered by state agencies, seminars at state agency conference, and third-party programs and classes. All compliance, upper management, and several key site team members have certifications such as COS, HCCP, RAD PBV and Multifamily Housing Specialist. Third parties such as Theopro and Nan McKay provide training for these certifications. Continuing education is provided for staff to keep abreast of changes throughout the year. Gorman & Company has never been terminated from a management contract.

SARA WOOD | VICE PRESIDENT OF PROPERTY MANAGEMENT



Sarah oversees the strategic planning and management of Gorman's property portfolio, leveraging over 20 years of experience in affordable housing. She has worked with two of the nation's largest private real estate firms in Indianapolis, specializing in development, ownership, and property management. Sarah is passionate about affordable housing's role in creating opportunities and empowering individuals and families. She has successfully led integrated services for nearly 20,000 low-income seniors and families, focusing on senior housing retention and advancing self-sufficiency outcomes in areas like financial literacy, health, and education. Her expertise spans compliance, property management, acquisition, repositioning, and construction coordination across multiple affordable housing programs, including HUD Section 8, RAD, and Low-Income Housing Tax Credits. Sarah holds degrees in Criminal Justice and Psychology from Indiana University.

SONJA DROSTE | REGIONAL DIRECTOR OF PROPERTY MANAGEMENT

Sonja Droste joined Gorman & Company in 1998 and leads the Wisconsin, Illinois, Mississippi, and Florida Multifamily Market. Responsible for the supervision of the total operations of individual apartment communities in her 3,500+ unit portfolio. She oversees all facets of property operations for the portfolio to achieve financial goals and ownership objectives while adhering to all Gorman & Company policies, all applicable laws, and ordinances, including Fair Housing and equal employment laws. Prior to joining Gorman & Company, Sonja was a regional manager for 12 years with a National Company. She brings a wealth of experience of affordable housing experience, market rate housing and Section 8 housing. She has served in roles as compliance supervisor, regional manager, and new development specialist.

THOMAS PIACENTINE | FACILITIES MANAGER

Upon Graduation from the Milwaukee School of Engineering, he worked in the electrical contracting field as a project manager for over 10 years, focusing on large construction, retail, housing, and low voltage projects. During that time, he also completed his Master's in Engineering Management from the Milwaukee School of Engineering. Moving into the General contracting field after that, he has worked as a project manager and Vice President on a wide variety of residential, office, and retail construction over a 20-year period throughout the United States. During that time, he was also active as the owner's representative on many of the projects. He joined Gorman as the Facilities Manager to bring a unique and diverse background of management, operations, and construction management to the property management division. Focusing on preventative maintenance projects, overall asset protection, and working with the design and construction teams to develop first-rate high-quality projects.

Relevant Work Experience

Deal Name	Address	Total Project Units	Total Development Costs	Closing Date	Financing Type	Target Market	State
 Bay City Lofts	2510 University Avenue, Green Bay, WI 54302	48	$14,573,342	10/25/2023	9% LIHTC, AHP, HOME, Section 8	Family	WI
 Carbon at Union Corners	2418 Winnebago Street, Madison, WI 53704	90	$17,095,558	3/31/2016	9% LIHTC, AHP	Family	WI
 Edison School	5372 North 37th Street, Milwaukee, WI 53209	75	$28,542,899	1/31/2023	4% LIHTC, Federal HTC	Family	WI
 Fifth Street School	2770 North 5th Street, Milwaukee, WI 53212	48	$9,704,762	6/30/2017	9% LIHTC, AHP	Senior 55+	WI
 Grand River Station	314 Jay Street, La Crosse, WI 54601	72	$13,648,364	12/29/2009	9% LIHTC, HOME	Family	WI
 Kenosha Uptown Lofts	6204 22nd Avenue, Kenosha, WI 53143	71	$31,997,538	12/22/2022	4% LIHTC	Family	WI
 Landsby Ridge	400 West Garfield Street, Mount Horeb, WI 53572	51	$13,787,759	7/23/2021	9% LIHTC, AHP	Family	WI
 Main Street Apartments (Eleven41 Main)	1141 West Main Street, Sun Prairie, WI 53590	64	$14,490,780	12/18/2018	9% LIHTC, AHP, CDBG	Family	WI
 Milwaukee Scattered Site No. 1	Milwaukee, WI	50	$8,160,107	10/3/2017	4% LIHTC	Family	WI
 Northside Neighborhood Initiative 2	Milwaukee, WI	60	$9,271,652	10/12/2012	9% LIHTC	Family	WI

Relevant Work Experience

Deal Name	Address	Total Project Units	Total Development Costs	Closing Date	Financing Type	Target Market	State
 Quisling Terrace	2 West Gorham Street, Madison, WI 53703	60	$6,987,529	1/1/2000	9% LIHTC	Family	WI
 Sherman Park Commons	3245 North 37th Street, Milwaukee, WI 53216	68	$14,246,068	7/20/2011	9% LIHTC, Federal HTC, State HTC	Senior 55+	WI
 The Harbor at State and Main II (Resyndication)	141 Main Street, Racine, WI 53403	84	$19,258,170	8/15/2024	9% LIHTC, Section 8	Supportive	WI
 The Landmark	221 Scott Street, Wausau, WI 54403	94	$24,064,990	7/30/2021	4% LIHTC, AHP, Federal HTC, State HTC	Family	WI
 Union Corners Grandfamily - Generations at Union Corners	2507 Winnebago Street, Madison, WI 53704	60	$14,799,427	9/27/2018	9% LIHTC	Family	WI
 Valor on Washington	1322 East Washington Avenue, Madison, WI 53703	59	$18,948,782	3/1/2020	9% LIHTC, AHP	Family	WI
 Villard Square Grandfamily	3427 West Villard Avenue, Milwaukee, WI 53209	47	$9,770,120	8/19/2010	9% LIHTC	Family	WI
 Westside Commons (Riverview Lofts)	415 South 1st Avenue, Wausau, WI 54401	56	$14,552,130	8/22/2024	4% LIHTC	Family	WI
Summary		**1,157**					

COTW Attach (2b)

GORMAN & COMPANY
Integrity. Innovation. Community.

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F: (608) 835-3922
info@GormanUSA.com
www.GormanUSA.com
200 N Main Street
Oregon, WI 53575

Project Design and Development Concept

Gorman & Company would welcome the opportunity to develop the 2.93-Acre Parcel located at 1227 Bell Avenue, Sheboygan, Wisconsin.

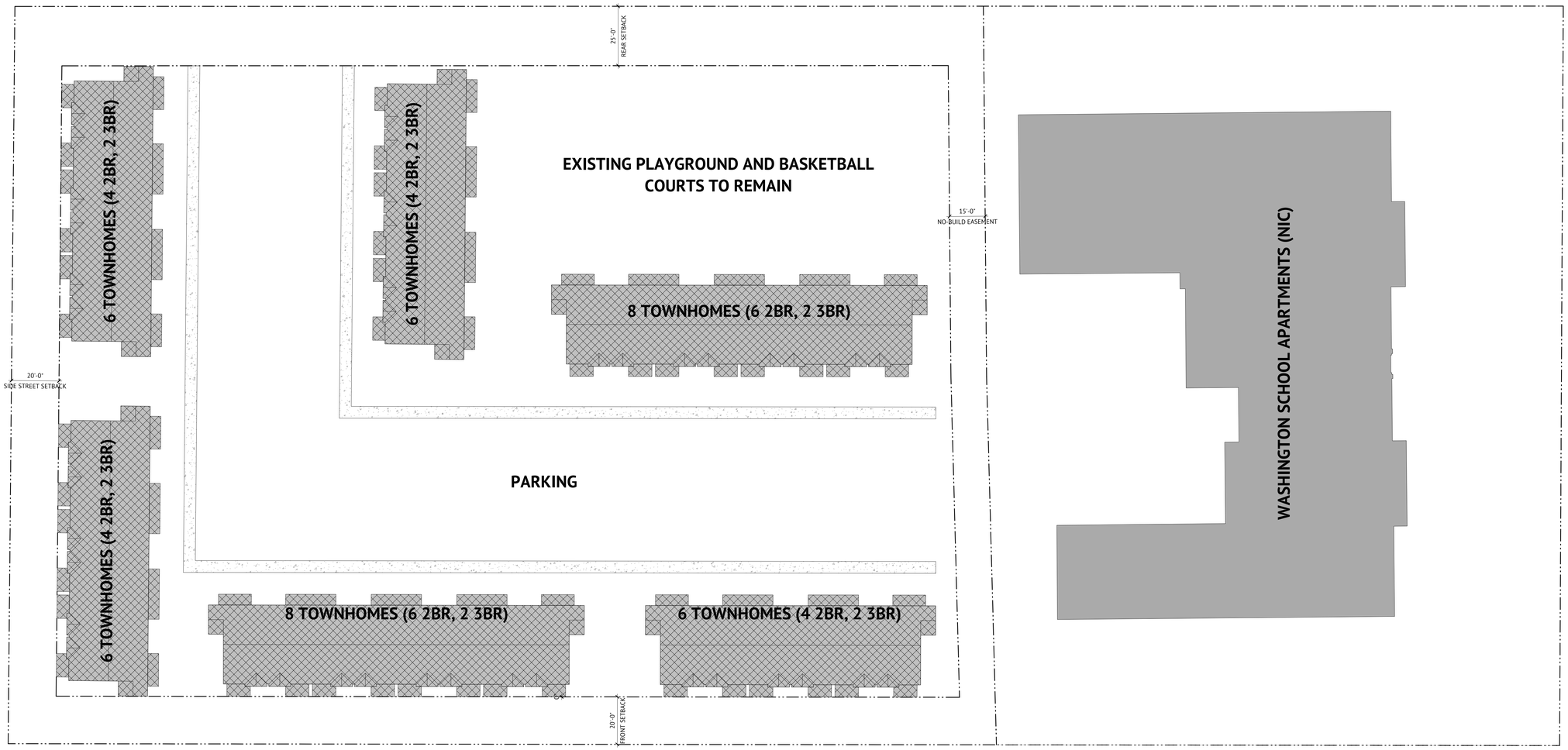
Our proposal for this parcel would consist of a 40-unit townhome community that consists of 2- and 3-bedroom townhomes spread over six buildings. All units will target an income-average of 60% of the median income of Sheboygan County. With this average rent price, we are aiming to attract nearby manufacturing jobs, teachers, paramedics, amongst other populations.

The townhomes face North 13th Street, Bell Avenue, and the city alley with access and parking in the rear of the buildings. In doing this, we believe the front façade of the building will further accentuate the unique character of the neighborhood. Furthermore, our design would encompass the enhancement of the existing park and basketball courts, as we believe these amenities will strengthen the neighborhood aspect of the 13th Street corridor.

Gorman & Company specializes in partnering with municipalities to plan and design catalytic in-fill projects. Our approach with the City would be to propose a specific design and then present this design to whatever committees, commissions, or political bodies the City deems necessary or appropriate for approvals. This process would also include town hall style meetings or open houses for the public to review the proposed plan for comment and input. The design and plan proposed by Gorman would be accompanied by a cost and financing analysis that would target sources to finance the project and a strategy to pursue the sources identified. Gorman & Company is a vertically integrated company that has its own architectural services and construction team for these types of projects. We do not self-perform any trades which allows us to hire local area subcontractors to perform all the work.

PROJECT PHASE

Conceptual Site Plan



1 ARCHITECTURAL SITE MODELING
SCALE: 1" = 20'-0"

N

NOT FOR CONSTRUCTION

WASHINGTON SCHOOL TOWNHOMES

1227 BELL AVENUE
SHEBOYGAN WI 53081

ISSUE RECORD

DATE	DESCRIPTION

PROJECT NO: Project Number

ARCHITECTURAL SITE PLAN

SHEET TITLE

AS100

SHEET NUMBER

C:\Users\dkornaus\OneDrive - gormanusa.com_Projects\Washington School Townhomes\WSTH_R24.rvt

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200 N Main Street
Oregon, WI 53575

Feasibility of the Project

Gorman and Company has a long track record of success in securing Low-Income Housing Tax Credits (LIHTC's) and Historical Tax Credits (HTC's) in the 40+ years of being in the development business. Gorman and Company has developed over 100 properties, the vast majority of which include Low-Income Housing Tax Credits and Historical Tax Credits.

Moreover, we can apply for noncompetitive 4% WHEDA tax credits, which has a rolling application due in 2026. The noncompetitive 4% WHEDA route would likely generate a large financial gap. Furthermore, we could also apply for competitive WHEDA 9% tax credits in December 2026, which will likely generate a smaller financial gap.

Gorman & Company specializes in partnering with municipalities to plan and design projects. Our approach with the City would be to propose a specific design and then present this design to whatever committees, commissions, or political bodies the City deems necessary or appropriate for approvals. Gorman & Company is a vertically integrated company that has its own development, architecture, property management, and construction divisions. We do not self-perform any trades which allows us to hire local area subcontractors to perform all work associated with construction.

The design and plan proposed by Gorman would be accompanied by a cost and financial analysis that would target sources to finance the project and a strategy to pursue the sources identified. For this project, we would pursue the necessary sources to finance, including but not limited to the following:

- WHEDA (Wisconsin Housing and Economic Development Authority) 9% low-income housing tax credits
- Affordable Housing Program loan through the Federal Home Loan Bank of Chicago

Gorman & Company

Project & Feasibility Summary

SOURCES & USES SUMMARY

SOURCES	FINANCING	PER UNIT	%
WHEDA First Mortgage	$1,693,000	$42,325	12.0%
AHP	$2,000,000	$50,000	14.2%
Deferred Developer Fee	$247,064	$6,177	1.8%
LIHTC	$10,138,986	$253,475	72.0%
Total	**$14,079,050**	**$351,976**	**100.0%**

USES	COST	PER UNIT	%
Acquisition (land + building)	$500,000	$12,500	3.6%
Hard Construction Costs	$9,901,907	$247,548	70.3%
Developer Fee	$1,000,000	$25,000	7.1%
Soft Costs	$2,389,913	$59,748	17.0%
Reserves	$287,230	$7,181	2.0%
Total	**$14,079,050**	**$351,976**	**100%**

Gap Analysis	TOTAL
Total Sources of Funds	**$14,079,050**
Total Development Costs	**$14,079,050**
Oversourced / (Undersourced)	

The model above is for a 40-unit townhome community that would target individuals that make an average of 60% of the median income of Sheboygan County. This financial model is based on a land cost of $500,000.

Purchase Offer

The proposed purchase price for the 2.93-acre parcel owned by the Sheboygan Area School District located at 1227 Bell Avenue in Sheboygan, Wisconsin is $500,000.

Habitat for Humanity® Lakeside

Serving Sheboygan County





Turning Land Into Opportunity

Habitat Lakeside Proposal Presentation

Habitat for Humanity® Lakeside

Serving Sheboygan County

About Habitat for Humanity

OUR MISSION



Seeking to put God's love into action...

...Habitat for Humanity brings people together...

...to build homes, communities and hope.

OUR VISION

A world where everyone has a decent place to live.

Habitat for Humanity® Lakeside

Serving Sheboygan County

About Habitat for Humanity

We offer a **solution.**

- Affordable housing provides stability and builds equity for families, helping them gain financial security.

All donations are **investments** in the community.

- Mortgage and loan payments are recycled into new housing projects.
- We increase the tax base through our housing solutions.
- Affordable housing is good for communities and for the economy.

Our **impact** is:

- 52 homes completed, 3 underway
- 100+ children put into stable housing since our founding in 1993
- Lasting – creates generational wealth
- $250,000+ annual property tax paid by Habitat Homeowners

EQUAL HOUSING OPPORTUNITY

Habitat for Humanity Lakeside

Serving Sheboygan County

Our Team



Le'Shay Guy
Executive Director



Jon Hoffman
Construction Manager



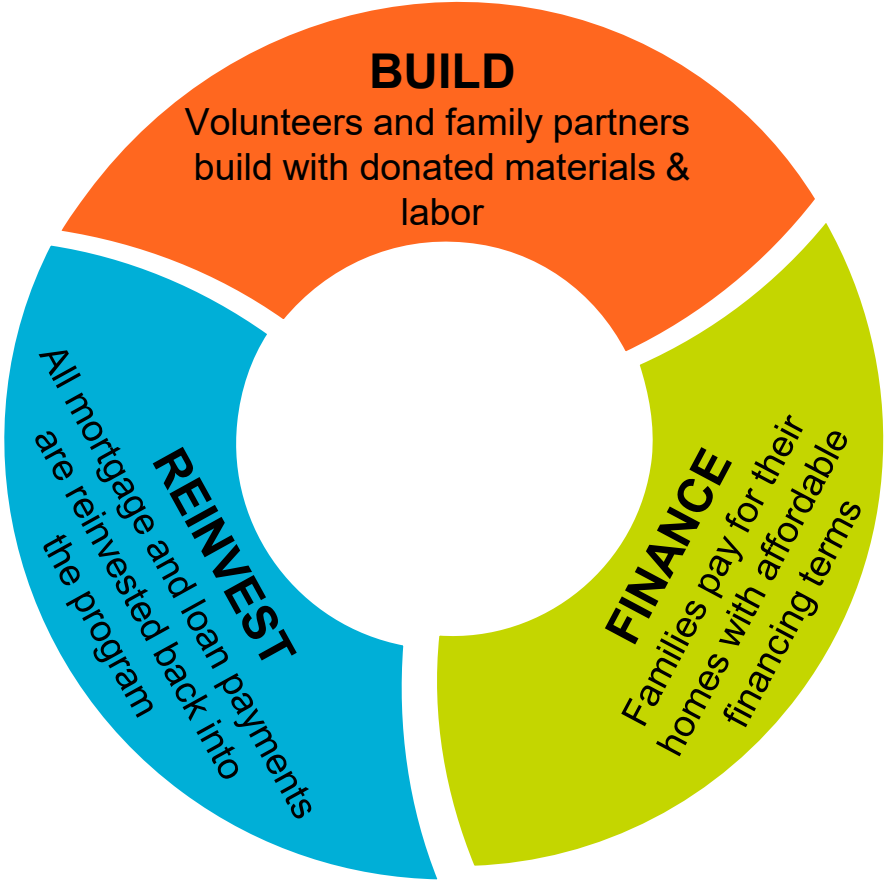
Derek Schultz
Construction Supervisor

EQUAL HOUSING OPPORTUNITY

Habitat for Humanity Lakeside

Serving Sheboygan County

Habitat Partnership Model



Habitat for Humanity Lakeside

Serving Sheboygan County

Local Housing Reality

- Rental vacancy under 2%
- Rent up 25% in 5 years
- Families need $55K income to afford average rent
- 40% of renters cost-burdened
- County short 1,300–1,850 units needed by 2030

EQUAL HOUSING OPPORTUNITY

Habitat for Humanity Lakeside

Serving Sheboygan County

Why We Care About Schools

- Stable homes → stable students
  - 25% more likely to graduate from high school
  - 116% more likely to graduate from college
- Fewer moves
- Better attendance
- Higher graduation rates
- Stronger families = stronger classrooms

EQUAL HOUSING OPPORTUNITY

Habitat for Humanity Lakeside

Serving Sheboygan County

Project Context & Objectives

- 21 single family homes
- 4 homes per year
- 1,300-1,500 sq ft
- Focus Energy certified
- Pocket neighborhood with green space
- 5-7 year build phase
- Zero cost to the school district

EQUAL HOUSING OPPORTUNITY

Habitat for Humanity Lakeside

Serving Sheboygan County

How We Build

- On-site daily supervision
- Licensed local contractors
- Proven Habitat model
- Volunteers + skilled trades
- Safety + permitting fully managed
- 40% of building materials are donated, keeping costs down

EQUAL HOUSING OPPORTUNITY

Habitat for Humanity®
Lakeside

Serving Sheboygan County

Project Design & Development Concept



EQUAL HOUSING OPPORTUNITY

Habitat for Humanity Lakeside

Serving Sheboygan County

Project Design & Development Concept

- 3-4 bedrooms
- Energy efficient → lower utilities
- Front porches & green space
- Pocket neighborhood design
- Student build integration

EQUAL HOUSING OPPORTUNITY

Habitat for Humanity Lakeside

Serving Sheboygan County

Project Design & Development Concept

SITE PLAN



EQUAL HOUSING OPPORTUNITY

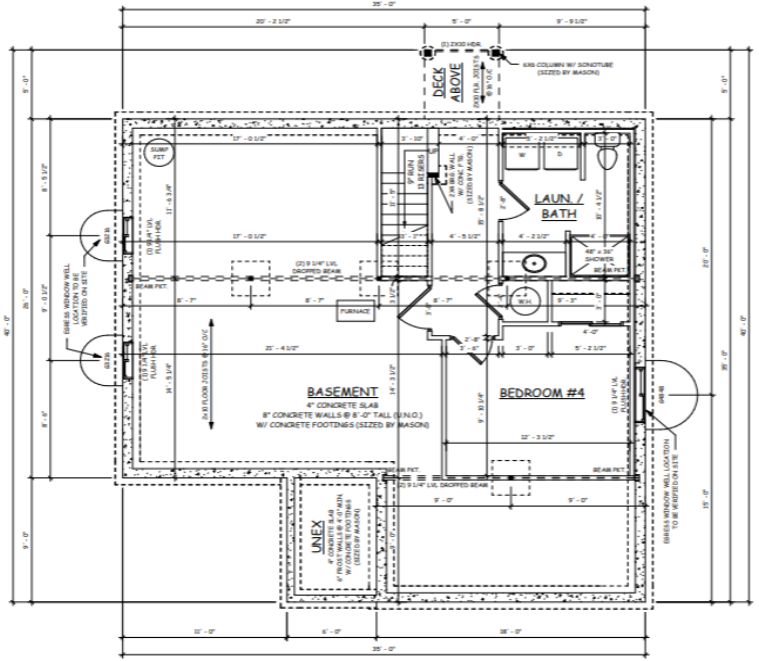
Habitat for Humanity Lakeside

Serving Sheboygan County

Project Design & Development Concept

FOUNDATION PLAN

FIRST FLOOR AREA	=	1072 SF
LOWER LEVEL AREA	=	340 SF
TOTAL AREA		1412 SF



FOUNDATION PLAN
1/4" = 1'-0"

FINAL PLAN

27TH & WILGUS
HABITAT - LAKESIDE

HABITAT LAKESIDE

N 27TH AND WILGUS
SHEBOYGAN, WI 53081

BID PLAN 7/30/2025 AAP
FINAL PLAN 7/30/2025 AAP

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Drexel
DrexelTeam.com

DRAWN BY: ALYSHA AARON
SCALE: 1/4" = 1'-0"
SHEET NO: A5
PROJECT NO: R25-246-K

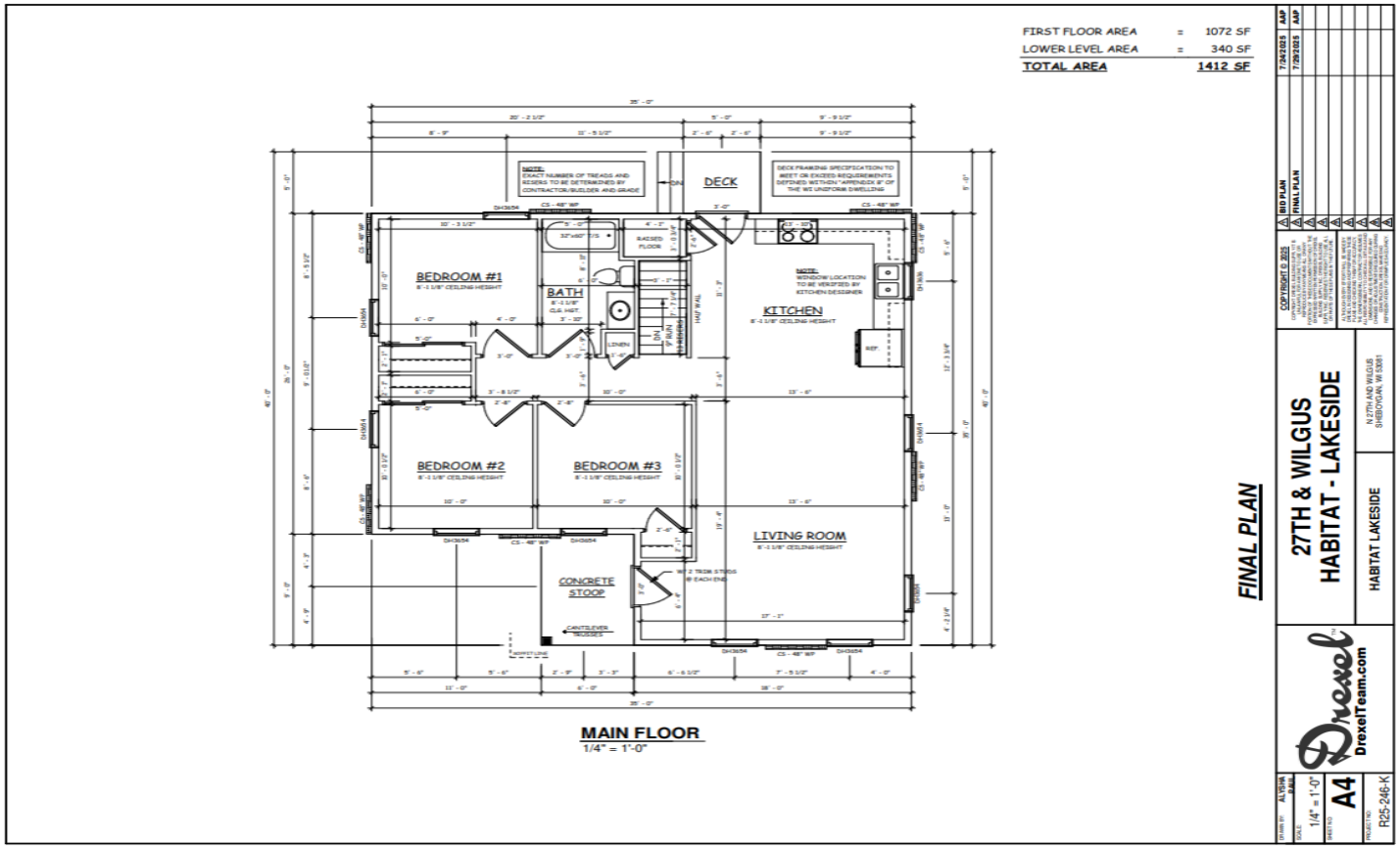
EQUAL HOUSING OPPORTUNITY

Habitat for Humanity Lakeside

Serving Sheboygan County

Project Design & Development Concept

MAIN FLOOR LAYOUT



EQUAL HOUSING OPPORTUNITY

Habitat for Humanity Lakeside

Serving Sheboygan County

Project Feasibility

DIVERSIFIED AND FULLY FUNDED

Funding Source	Per Home	Annual (4 Homes)	Total Project (21 Homes)	Risk Level
Sponsorships & Donations	$47,619	$190,476	$1,000,000	Low
Grants & Foundations	$47,619	$190,476	$1,000,000	Low
Mortgage Revenue (Fund for Humanity)	$47,619	$190,476	$1,000,000	Very Low
TOTAL	**$143,000**	**$571,428**	**$3,000,000**	**Fully Covered**

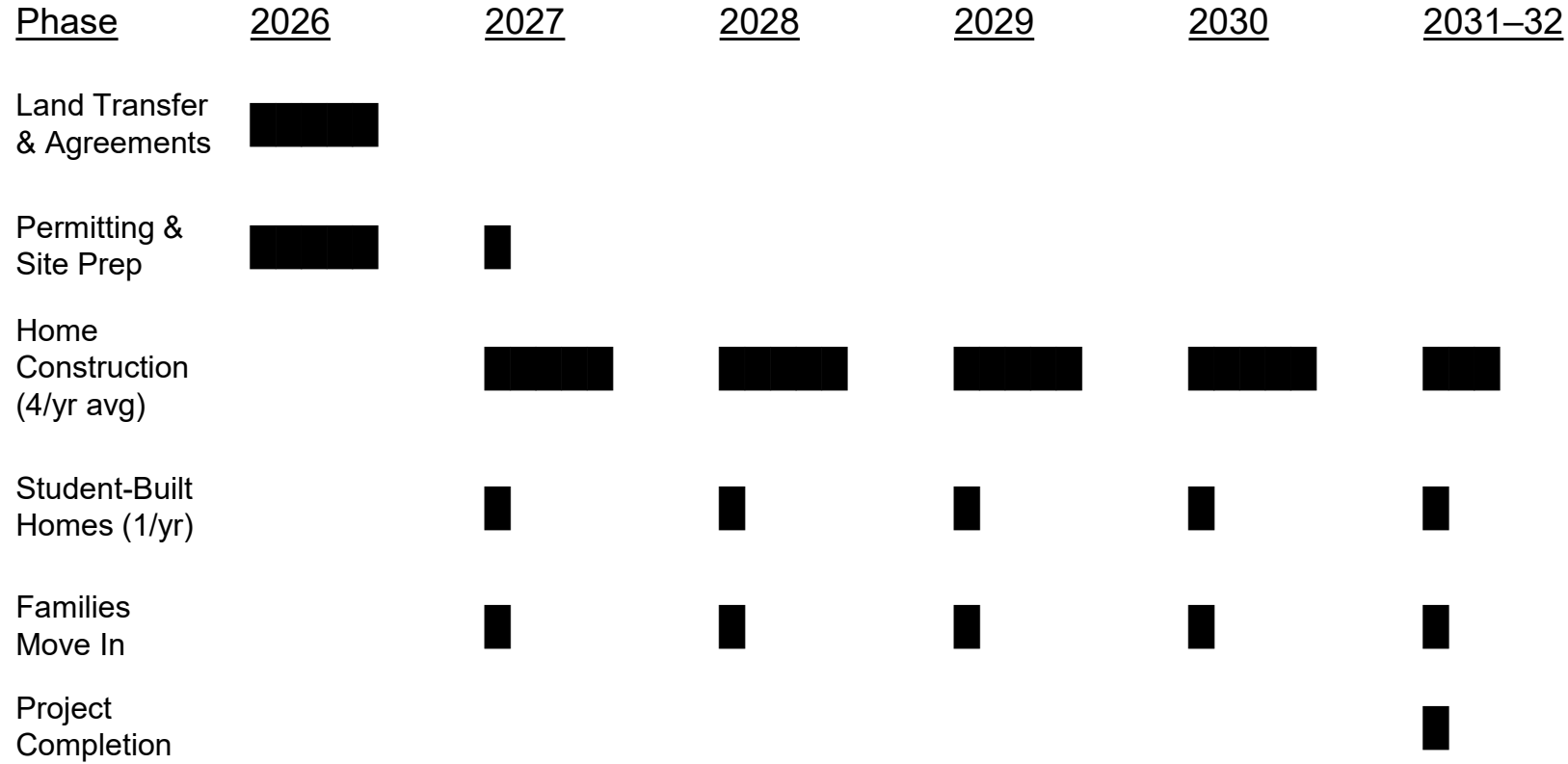
EQUAL HOUSING OPPORTUNITY

Habitat for Humanity Lakeside

Serving Sheboygan County

Project Timeline

PHASED DEVELOPMENT PLAN



EQUAL HOUSING OPPORTUNITY

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Community ROI

- 21 stable SASD families
- Safe, owner-occupied housing
- Reduced absenteeism
- Student workforce training
- $65,000+ new annual tax base
- Increased property values
- Local contractor and supplier spending
- 300+ volunteers engaged annually
- Positive press & leadership example

EQUAL HOUSING OPPORTUNITY

Habitat for Humanity Lakeside

Serving Sheboygan County

Offer

- Purchase parcel for $20,000
- Cover all legal & closing costs
- Cover all permitting & approvals
- Cover all site preparation & infrastructure
- Cover all fundraising & financing
- Assume all liability
- Begin within 12 months

EQUAL HOUSING OPPORTUNITY

Habitat for Humanity® Lakeside

EXAMPLES OF COMPLETED HABITAT HOMES

Habitat for Humanity Lakeside

Serving Sheboygan County

WHAT DOES A HABITAT HOME LOOK LIKE?

EXTERIORS





EQUAL HOUSING OPPORTUNITY

Habitat for Humanity Lakeside

Serving Sheboygan County

WHAT DOES A HABITAT HOME LOOK LIKE?

LOT SIZE





EQUAL HOUSING OPPORTUNITY

Habitat for Humanity Lakeside

Serving Sheboygan County

WHAT DOES A HABITAT HOME LOOK LIKE?

INTERIOR







THANK YOU FOR YOUR INTEREST IN PARTNERING WITH US!

For more information, please contact us.

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Habitat for Humanity® Lakeside

Sheboygan School District Proposal: Habitat for Humanity Lakeside

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1. Cover Letter

December 21, 2026

Sheboygan Area School District
Attn: Mark Boehlke, Business Office
3330 Stahl Rd.
Sheboygan, WI 53081

Subject: Proposal for Partnership and Land Transfer at 1227 Bell Avenue

Dear Esteemed Members of the Sheboygan School Board,

On behalf of Habitat for Humanity Lakeside, I am pleased to formally submit this proposal in response to the Request for Proposals concerning the 2.93-acre parcel located at 1227 Bell Avenue. We are writing to you not simply as an applicant, but as a dedicated community partner eager to collaborate on a project that we believe serves the highest interests of the district and its students.

This document outlines our vision to transform this underutilized, non-instructional property into a vibrant **21-home community** for hardworking Sheboygan families. Our request is for the transfer of this land to enable a project that directly supports the district's most fundamental goals.

We are confident this partnership offers a powerful, multi-faceted return on investment for the Sheboygan Area School District by:

- **Enhancing Student Stability and Success:** By providing the stable, affordable housing proven to improve attendance, academic performance, and graduation rates, we directly address a root cause of educational disparity.
- **Creating Unparalleled Hands-On Learning:** This project offers a unique, multi-year opportunity for the SASD Student House Construction Program to build one complete home per year on-site, providing invaluable trade skills at no cost to the district.
- **Delivering a Fiscally Responsible Community Investment:** We propose a zero-cost, zero-risk transaction for the district that converts a dormant asset into a thriving neighborhood that will generate significant new property tax revenue and local economic activity.

We recognize that a decision of this nature involves careful consideration, and we are prepared to work transparently with you to navigate any questions and procedural complexities that may arise.

This proposal is an invitation to forge a lasting alliance built on our shared commitment to the children and families of Sheboygan. We are incredibly enthusiastic about the potential to work together and look forward to the opportunity to discuss this initiative with you in person. The following document provides a comprehensive overview of our proposed partnership, beginning with a summary of its key benefits.

Thank you for your time and dedicated service to our community.

Sincerely,

Le'Shay Guy
Executive Director
Habitat for Humanity Lakeside

2. Executive Summary: A Partnership for Student Success and Community Stability

To address Sheboygan's critical affordable housing shortage, Habitat for Humanity Lakeside proposes a strategic partnership with the Sheboygan Area School District (SASD). We respectfully request the transfer of a dormant, 2.93-acre parcel at 1227 Bell Avenue—a property that currently provides **no educational or operational value** to the district—to enable the construction of a **21-home community** for local working families. This project directly addresses the housing crisis that impacts student stability and academic success, transforming an underutilized district asset into a powerful catalyst for student achievement and community well-being.

This initiative is designed as a multi-faceted partnership that creates exceptional value for the district, its students, and the broader Sheboygan community. The core components of our proposal include:

Proposal Aspect	Key Benefit to the School District & Community
Solving the Housing Gap	We will build an average of **four new, affordable single-family homes annually**, providing a stable foundation for families struggling with a rental market vacancy rate of less than 2%. This directly supports students by reducing family mobility and the chronic absenteeism associated with housing insecurity.
A Unique Educational Partnership	The project creates a living classroom by integrating the **SASD Student House Construction Program.** Students will build **one complete house annually** on-site as part of our overall construction goal, gaining invaluable trade skills with all material costs covered by Habitat.
Fiscally Responsible Investment	The land transfer is a **zero-cost proposition for the district.** Habitat for Humanity Lakeside will assume all costs and liabilities associated with the development, transforming a non-revenue-generating asset into a neighborhood that will contribute over **$65,000 in new annual property taxes** (*see Project Financial Feasibility*).

This project provides a proven solution to a pressing community problem, aligns with the district's strategic goals for student success and family engagement, and offers an unparalleled opportunity for hands-on student learning. We propose a fiscally sound transaction that converts a liability of inaction into a lasting community benefit. We look forward to presenting this opportunity for a shared victory for Sheboygan's students, families, and future.

3. About Habitat for Humanity Lakeside: Our Mission and Local Impact

For nearly 30 years, Habitat for Humanity Lakeside has been dedicated to a single, powerful mission: building a stronger Sheboygan by providing families with the stability of affordable homeownership. Our work is fundamentally aligned with the goals of the Sheboygan Area School District because we believe that a **stable home is the bedrock of student success**. This proposal outlines a partnership built on that shared conviction.

Our philosophy is simple: we are **"for Sheboygan, by Sheboygan."** Every home we build and every family we partner with is a direct investment in the well-being and academic potential of our community's children. We don't just construct houses; we build the secure, consistent home environments that empower students to attend school regularly, focus on their studies, and thrive.

3.1 A Proven Model for Affordable Homeownership

Habitat for Humanity Lakeside's approach is not a giveaway program but a partnership that empowers families to build strength, stability, and self-reliance. Our model is built upon the foundational principle of a "hand up, not a handout," a philosophy that has yielded remarkable and sustainable results within Sheboygan County.

The journey to homeownership with Habitat for Humanity Lakeside is a rigorous and transformative process, structured around three core pillars:

1. **Rigorous Family Selection**: We partner with families based on their level of need, their willingness to become active participants in our program, and their ability to repay an affordable mortgage. This careful selection ensures that our resources are directed toward those who are ready to embrace the responsibilities and rewards of homeownership.
2. **Sweat Equity**: A cornerstone of our model is the requirement for each adult in a partner family to contribute **250 hours of "sweat equity."** This labor is invested in building their own home and the homes of other families, fostering a deep sense of ownership and community. Since our inception, partner families have collectively contributed over **50,000 hours** of this meaningful work.

3. **Financial Education and Empowerment**: Before taking on a mortgage, all future homeowners are required to complete comprehensive courses in financial literacy and home maintenance. This education equips them with the critical skills needed for long-term success as homeowners, taxpayers, and engaged community members.

The success of this model is demonstrated through tangible, long-term outcomes that directly benefit the entire community. Our partner families achieve a level of stability rarely seen in conventional low-income housing markets.

Key Success Metric	Habitat for Humanity Lakeside Performance
Homeowner Foreclosure Rate	**Less than 1%**, significantly below national averages for similar programs.
Annual Property Tax Contribution	Over **$250,000** contributed annually by our partner families.
Mortgage Fund Reinvestment	100% of all mortgage payments are reinvested into a **revolving fund.**

This revolving fund—built entirely from the affordable, zero-interest mortgage payments made by our homeowners—is what makes our model self-sustaining. Every dollar paid by a Habitat family is used to purchase materials and land for future homes, directly financing the next generation of affordable housing in Sheboygan. This proven cycle transforms a one-time investment into a perpetual community asset.

3.2 Our Commitment to the Sheboygan Community

This proven model of empowerment is the engine behind our work. For nearly **30 years**, Habitat for Humanity Lakeside has been an unwavering partner in building a stronger Sheboygan, guided by a simple and resolute philosophy: we are **"for Sheboygan, by Sheboygan."** Every donation we receive, every volunteer hour contributed, and every mortgage payment collected is reinvested directly into this community to create a lasting, local impact.

Since our founding in **1994**, our work has translated into tangible results for Sheboygan County families:

- **54 new homes** built, providing a foundation of stability and opportunity.
- Over **150 critical home repairs** completed, ensuring residents can remain safely in their homes.
- Stable, affordable housing provided for more than **250 individuals**, including over **100 children** who now have a secure place to study, grow, and thrive.

Our commitment extends beyond construction; it is about weaving a stronger community fabric by bringing diverse groups together. We believe that stable homes create stable families, which are the **foundation of a thriving community** and successful schools. This is not work we do alone. Our success is a testament to the collaborative spirit of Sheboygan, built on a powerful network of local partnerships.

Partnership Category	Key Community Supporters
Corporate Partners	Leading local employers such as **Kohler Co.**, **Acuity**, and **Bemis** provide crucial financial support and volunteer teams.
Faith & Community Groups	Numerous **local churches and faith coalitions** form the backbone of our volunteer force, organizing build days and events.
Service Agencies	We collaborate with organizations like the **Salvation Army** and **St. Vincent de Paul** to provide holistic family support.
Community Volunteers	A dedicated corps of over **300 annual volunteers**, including skilled retirees, generously lend their time and expertise.

This broad-based support demonstrates a shared belief in our mission of **neighborhood revitalization**. By building homes, we are also building community pride, improving neighborhood safety, and contributing to rising property values for everyone. More than just providing shelter, our strategic vision is to build a more

equitable and resilient Sheboygan County—one family at a time. This proposal is a direct extension of that vision, offering a powerful opportunity to address the housing crisis that directly impacts Sheboygan's families and students.

4. Sheboygan's Housing Challenge: The Impact on Local Families

4.1 Local Data on the Housing Affordability Gap

The challenge facing Sheboygan families is not anecdotal; it is a measurable crisis of housing affordability that directly impacts community stability and the well-being of students within the Sheboygan Area School District. Recent data from the **2023 Sheboygan County Housing Study** paints a stark picture of a community experiencing significant growing pains, where the housing supply has failed to keep pace with demand.

This study reveals a critical shortage, projecting a need for **1,300 to 1,850 new housing units by 2030** to accommodate projected growth in local employment and population. The situation for renters is particularly dire, with a rental vacancy rate of **less than 2%**—well below the 4-7% considered healthy for a balanced market. This scarcity has driven up costs, putting immense pressure on working families.

The economic reality for many families in the district is a widening gap between income and the cost of housing.

Sheboygan Housing Affordability Metrics	Impact on Local Families
Increased Rental Costs	The average rent for a two-bedroom apartment has risen **25%** in the last five years.
Income vs. Rent	A household now needs an annual income over **$55,000** to afford this average rent, which is out of reach for many essential service workers.
High Cost-Burden Rate	Nearly **40% of renters** in Sheboygan County are "cost-burdened," spending over a third of their income on housing.
Barrier to Homeownership	The median home price has surpassed **$250,000**, making the dream of owning a home unattainable for many families without significant assistance.

This financial pressure is not an abstract economic indicator; it represents a daily struggle for thousands of families, including many with children enrolled in our schools. When a family is forced to move repeatedly due to rising rents or works multiple jobs just to afford housing, the resulting instability has a profound and negative effect. This is the reality for young families in Sheboygan, where parents working essential jobs in manufacturing and service industries are increasingly finding themselves priced out of the community they serve.

4.2 The Direct Link Between Housing Stability and Student Achievement

The housing affordability gap in Sheboygan is more than a line item in a study; it is a direct impediment to the educational mission of the Sheboygan Area School District. A significant body of research confirms what educators see in their classrooms every day: **housing stability is a fundamental prerequisite for student success.** The constant stress and disruption caused by housing insecurity create significant barriers to learning, attendance, and healthy development.

The Negative Impacts of Housing Instability

When a family lacks stable, affordable housing, the consequences ripple through every aspect of a child's life, directly impacting their ability to succeed in school.

- **Attendance and Mobility**: Families trapped in a cycle of rising rents are often forced to move frequently. This leads to **chronic absenteeism** and high student mobility rates, which disrupt educational continuity, sever social ties, and force students to constantly re-adapt to new teachers, curricula, and school environments.
- **Health and Well-being**: The stress of housing insecurity, often compounded by living in overcrowded or substandard conditions, has measurable physiological and psychological effects. This toxic stress can lead to increased anxiety, depression, and health problems, all of which compromise a student's ability to focus, participate, and learn in the classroom.
- **Behavioral and Social Challenges**: The emotional toll of instability can manifest as behavioral issues at school. Students may struggle to form stable friendships or trust relationships with adults, impacting their social development and creating a challenging classroom dynamic.

The Transformative Power of a Stable Home

Conversely, providing a family with a stable, affordable home through a program like ours unleashes a student's full potential. The security of knowing where you will sleep at night creates the foundation upon which academic and personal growth are built. For students whose families partner with Habitat, the outcomes are clear and directly aligned with the district's most critical goals.

Educational Outcome	Impact of Habitat Homeownership
Academic Performance	With a safe, quiet, and consistent place to do homework, students demonstrate **improved grades and higher test scores**. They have the space and stability needed to concentrate on their studies.
Attendance & Punctuality	Once families are rooted in a permanent home, **attendance rates rise significantly**, and chronic absenteeism is drastically reduced. Students are present and ready to learn.
Long-Term Success	Housing stability is a powerful predictor of future achievement. Children from stable homes have higher **graduation rates** and are more likely to pursue post-secondary education or vocational training.
Cognitive Development	For younger children, the reduction of toxic stress associated with housing insecurity leads to enhanced **cognitive skills and healthy brain development**, setting them on a path for lifelong learning.

This project is an opportunity to directly address a root cause of academic disparity. By providing a stable foundation for families, we directly support the district's mission to foster academic achievement and ensure every student can thrive. This partnership is not just about building houses; it is about building a stronger, more resilient generation of Sheboygan students. We are fully committed to ensuring this project proceeds in strict accordance with all district land disposal policies and municipal regulations.

5. Proposed Project: Transforming an Underutilized Asset

5.1 Specific Land Parcel Request

To advance our mission and address the critical housing shortage in Sheboygan, Habitat for Humanity Lakeside respectfully requests the transfer of a **2.93-acre parcel of land** owned by the Sheboygan Area School District.

Property Identification

The specific parcel is identified as follows:

- **Location**: 1227 Bell Avenue, Sheboygan, WI
- **Size**: Approximately 2.93 acres
- **Current Status**: Vacant, undeveloped, and non-instructional

Site Suitability and Development Potential

This particular parcel is exceptionally well-suited for our proposed project, representing a unique opportunity for efficient and impactful development. Its key attributes align perfectly with the needs of a residential construction initiative.

Parcel Characteristic	Advantage for Development
Current Condition	The land is **vacant and unused**, serving no operational or educational purpose for the district. It is a non-performing asset.
Topography & Preparation	Being **mostly flat and cleared**, the site requires minimal earthwork and preparation, significantly reducing initial construction costs.
Zoning & Location	The parcel is zoned residential which permits the construction of single-family homes, and is situated adjacent to established residential neighborhoods.

Parcel Characteristic	Advantage for Development
Utility Access	The site has ready access to essential city utilities, including water, sewer, and electricity, which simplifies the development process.

The transfer of this underutilized asset would transform it from a dormant lot into a vibrant community hub that directly supports Sheboygan families. Based on the site's size and favorable characteristics, we have developed a clear and phased plan for its use.

Strategic Development Plan and Permitting

Our development plan involves the construction of **21 new single-family homes**. We intend to create a "pocket neighborhood" with shared green spaces to foster strong community bonds. To achieve this desirable, community-focused layout, we are intentionally designing lot sizes of approximately 4,500 square feet.

This "cluster development" approach is a recognized and valuable planning strategy that requires a **Conditional Use Permit** from the City of Sheboygan. We have proactively identified this requirement and are fully prepared to navigate the city's approval process. Seeking this permit is a deliberate step that enables a superior neighborhood design—one that prioritizes community interaction over maximizing individual lot sizes. We are confident this vision aligns with the city's goals for quality residential development.

Our project will be executed in a phased approach over the next **5-7 years**, allowing for methodical, high-quality construction. We are prepared to begin construction on the first homes within 12 months of acquiring the land and successfully obtaining the necessary permits.

5.2 Project Vision and Construction Overview

Our vision for the 1227 Bell Avenue parcel is to create an integrated, supportive "pocket neighborhood" that fosters community while providing high-quality, energy-efficient housing. The project will be a model of thoughtful planning, professional management, and deep community engagement.

A Phased, Community-Centric Construction Model

The development will be executed in a methodical, phased approach over approximately **five to seven years** to ensure quality and successful integration into the surrounding area. This timeline enables a sustainable pace for fundraising, volunteer engagement, and homeowner partnership.

- **Initial Phase**: Construction will begin on the first homes by **Summer 2027**, within 12 months of the projected land acquisition.
- **Ongoing Development**: We will build an average of **four new homes per year**, a rate that includes one home constructed annually by the SASD Student House Construction Program. This allows our team to maintain high standards of supervision and engagement across the 21-home community.
- **Neighborhood Design**: The site plan features a **central green space with a playground**, serving as a community hub. Homes will have **front porches facing common walkways**, a design proven to encourage daily interaction and build strong neighborly bonds.

Home Design: Efficiency, Functionality, and Sustainability

Each home will be constructed to reflect our commitment to long-term affordability and durability. The architectural style will be modest, compatible with the existing neighborhood, and highly functional for families.

Home Feature	Description
Size and Layout	Efficient **1,300-1,500 sq. ft.** one-story or one-and-a-half-story layouts with 3-4 bedrooms and optional finished lower levels to accommodate diverse family needs.
Energy Efficiency	All homes will be built to **ENERGY STAR Certified Home** standards, featuring a complete thermal enclosure, high-performance windows, efficient HVAC systems, and independent third-party verification to minimize utility costs for homeowners.
Community-Oriented Design	Front-facing entrances and porches are standard elements, designed to support neighborhood interaction and create a welcoming, active streetscape.

Expert Project Leadership and Trusted Partnerships

This multi-year development will be managed by our experienced internal team, ensuring professional oversight from start to finish. With **over three decades of combined experience in construction management and community development**, our leadership brings the expertise required for a project of this scale.

- **Project Manager - Jon Hoffman**: Will manage overall project coordination, including partner engagement, budgeting, and ensuring the development remains on time and within its financial scope.
- **Construction Manager - Derek Schultz**: Will oversee all on-site operations, including day-to-day supervision of trades and volunteers, scheduling, and ensuring all construction meets Habitat's rigorous quality and safety standards.

To execute this vision, we will leverage our long-standing relationships with a network of trusted local and regional experts:

- **Architecture & Site Planning**: Abacus Architects
- **Excavation & Site Preparation**: Baumann Excavating
- **Concrete & Foundations**: Oostburg Concrete
- **Electrical Installation**: IBEW Local 494
- **Building Materials & Supply**: Drexel Building Supply

A Hub for Volunteer and Community Engagement

This project will be a powerful testament to community collaboration. Construction will be powered by our traditional volunteer model, which unites diverse groups toward a common goal.

- **Skilled Volunteers**: Our core group of skilled retirees will provide invaluable expertise, helping supervise and train others.
- **Corporate & Community Build Days**: We will host build days for employee teams from corporate partners like **Kohler Co.** and **Acuity**, as well as for local faith and service groups.
- **Sweat Equity**: Partner families will contribute hundreds of hours of labor, building their own homes and those of their future neighbors, fostering a deep sense of ownership and community from day one.

6. A Strategic Partnership with Sheboygan School District

6.1 Enhancing Student Success and Well-being

This partnership offers a direct and proven pathway to advance the Sheboygan Area School District's core mission: ensuring every student has the opportunity to succeed. By addressing the foundational issue of housing instability, we can collaboratively achieve significant, measurable improvements in student well-being and academic outcomes, directly supporting the district's strategic goals.

A Direct Strategy to Reduce Chronic Absenteeism

A key district initiative is **reducing chronic absenteeism**. The link between housing insecurity and missed school days is well-documented. Families facing housing instability are often forced into frequent moves, which disrupts routines and makes consistent school attendance a daily challenge. A stable home, like one provided by Habitat, eliminates this primary driver of absenteeism. By rooting families in a permanent home within the community, this project will help ensure students are present, engaged, and ready to learn every day.

Fostering Family and Community Engagement

Improving **family and community engagement** stands as a core pillar of the district's strategic plan. A stable home empowers parents to become more active partners in their children's education. Relieved of the constant stress of housing uncertainty, parents have more time and emotional capacity to engage with teachers, attend school functions, and create a supportive learning environment at home. This project will create a neighborhood of families who are invested long-term in the success of their local schools, transforming them into reliable and engaged community stakeholders.

Tangible Benefits for Student Performance

The creation of 21 stable homes will have a lasting, positive impact on the students who live there, aligning perfectly with the district's focus on academic achievement.

District Goal Supported	How This Project Delivers
Improved Academic Outcomes	A quiet, dedicated space for homework, free from the disruption of housing instability, directly correlates with **improved concentration, higher grades, and better test scores.**
Enhanced Student Well-being	Eliminating the "toxic stress" associated with housing insecurity leads to better mental and physical health, reducing behavioral issues and fostering a positive attitude toward learning.
Increased Graduation Rates	Stability is a key predictor of long-term success. By providing a secure foundation throughout a child's K-12 journey, we significantly increase their likelihood of graduating and pursuing future opportunities.

This proposal represents a powerful, proactive investment in the district's most valuable asset: its students. By transforming an underutilized parcel of land into a foundation for student success, the Sheboygan School District can take a tangible step toward closing achievement gaps and building a more equitable and resilient community for generations to come.

6.2 Opportunity for Collaboration with the SASD Student House Construction Program

This proposal presents a unique opportunity to forge a powerful, multi-year partnership with the Sheboygan Area School District's acclaimed **Student House Construction Program**. By integrating this award-winning educational initiative directly into the Bell Avenue development, we can create a living classroom that provides unparalleled real-world experience for students while accelerating the delivery of affordable housing for the community.

This collaboration is designed to enhance the existing student program by providing a consistent, long-term project pipeline on a single, coordinated site. It transforms the annual task of acquiring land and managing a standalone build into a seamless, mission-driven partnership.

A Living Classroom for Career and Technical Education

Our vision is for students to construct **one complete house per year** on-site at the Bell Avenue property. This hands-on learning experience will be fully integrated into the project, offering students a comprehensive, start-to-finish build under professional guidance.

Educational Benefit	Hands-On Application
Direct Trade Skills	Students will gain practical experience in essential construction phases, including **framing, roofing, siding, and finish carpentry**, applying classroom theory in a tangible, real-world setting.
Project Management Insight	Under the supervision of their instructor and our construction manager, students will learn to **read blueprints, manage timelines, and coordinate tasks** as part of a larger development.
Professional Soft Skills	The project will instill critical workplace competencies such as **teamwork, on-site problem-solving, and strict adherence to safety protocols (OSHA standards).**
Pathway to Apprenticeships	This direct experience provides a significant competitive advantage for students seeking careers in the local building trades, creating a direct pathway into **lucrative apprenticeships** after graduation.

This partnership moves beyond building a single house; it allows students to see their work contribute to a larger **community development project.** They will witness firsthand how their skills directly address Sheboygan's housing needs, connecting their technical education to a powerful social mission.

A Seamless and Financially Responsible Partnership

This collaboration is structured to be straightforward and beneficial for both organizations, with clear roles and no financial burden on the district.

- **Clear Roles & Responsibilities**:
  - **Habitat's Construction Manager** will serve as the primary site superintendent, responsible for all permits, inspections, and coordinating specialized trades around the students' schedule.
  - **Weekly on-site coordination meetings** between Habitat's manager and the SASD instructor will ensure a seamless workflow.
  - **Habitat for Humanity Lakeside** will be responsible for procuring and delivering all building materials to the site.
- **Financial Arrangement**:
  - Habitat for Humanity Lakeside will cover **100% of the building material costs** for the student-built home. The school district will incur **no expenses.**
  - The completed home will be sold to a qualified Habitat partner family through our standard **affordable, zero-interest mortgage**, not on the open market.
  - All mortgage payments will be reinvested into Habitat's **revolving fund** to finance future homes, making the students' work a perpetual gift to the community.
  - In recognition of the partnership, Habitat will make an annual **financial contribution** directly to the SASD Student House Construction Program to support scholarships and the acquisition of new tools.

This collaboration elevates a highly successful program, provides a powerful learning experience, and generates positive community and media attention, all while directly investing in the stability and success of Sheboygan families.

6.3 A Fiscally Responsible Investment in the Community

This proposal represents a fiscally prudent and socially responsible course of action for the Sheboygan Area School District. By transferring this underutilized parcel, the district can convert a non-performing asset into a catalyst for significant community and economic benefit, all at zero cost and zero risk to the district.

A Zero-Cost, Zero-Risk Transaction

Habitat for Humanity Lakeside is fully prepared to facilitate a seamless and financially sound transfer. We are committed to ensuring this partnership places no financial or administrative burden on the school district. Our commitment includes the following guarantees:

Financial Commitment	Habitat for Humanity Lakeside's Guarantee
Transaction Costs	We will cover **100% of all legal and administrative costs** associated with the land transfer, including any fees required for title transfer and recording.
Development & Construction	We will assume **all financial responsibility** for site development, infrastructure improvements, and the complete construction of the 21-home community. The district will not be asked to contribute any funds.
Liability	We will **fully indemnify the School District** against any claims, liabilities, or issues arising from the property from the moment the transfer is complete.

This arrangement ensures the district can move forward confidently, knowing its resources remain dedicated to its core educational mission.

Transforming a Dormant Asset into a Revenue Generator

The 1227 Bell Avenue parcel currently generates no income and serves no operational purpose for the district. It represents a significant **opportunity cost**—a valuable asset lying dormant. This partnership provides the most responsible pathway to unlock its potential. In contrast to other alternatives, such as a speculative sale on the open market or continued inaction, our proposal guarantees a positive and lasting community outcome.

- **Selling to a for-profit developer** might offer a one-time cash benefit but surrenders control over the land's future and does nothing to address the community's critical need for affordable housing.
- **Continuing to hold the land** perpetuates the opportunity cost, failing to address any community needs while the asset remains unproductive.

Our project transforms this liability of inaction into a powerful economic engine. Once completed, the 21 homes will create an estimated **$3.15 million in new taxable property value.** This will generate over **$65,000 annually** in new property tax revenue for the city and county, creating a sustainable income stream that benefits all residents and services, including the school district itself.

Stimulating the Local Sheboygan Economy

The economic benefits of this project extend far beyond the property tax base. It creates a virtuous cycle of local investment and spending that strengthens the entire Sheboygan County economy.

- **Local Sourcing**: We are committed to prioritizing **local Sheboygan County suppliers and subcontractors** for building materials and services, ensuring that development dollars circulate directly within our community.
- **Increased Consumer Spending**: By freeing families from burdensome rent payments, we increase their disposable income. New homeowners will have more resources to **spend at local retail stores, restaurants, and service providers**, directly boosting the local economy.
- **Workforce Stability**: A stable home life makes for more reliable employees. This project supports local businesses by helping to create the stable, rooted workforce they need to thrive.

This partnership is a powerful investment in the fabric of our Sheboygan community. It is a fiscally responsible solution that transforms a non-instructional parcel into a lasting community asset at no cost to the district, generating long-term stability, economic vitality, and pride of ownership.

6.4 Project Financial Feasibility

Our proposal is built on a proven, sustainable financial model that ensures the successful completion of this 21-home development without reliance on public funding or financial support from the Sheboygan Area School District. We have secured a diversified funding strategy, confirmed our capacity to manage a project of this scale, and present a fair and direct purchase offer.

Purchase Offer

In accordance with the Request for Proposals, Habitat for Humanity Lakeside offers to purchase the 2.93-acre parcel at 1227 Bell Avenue for the sum of **$20,000**. We are prepared to cover all associated closing and legal costs to ensure a seamless, no-cost transaction for the district.

Project Budget and Diversified Funding Model

The total estimated cost for the construction of 21 homes is **$3,000,000**. This budget is fully funded through a balanced and resilient three-part strategy, with each pillar contributing one-third of the total project costs. This diversification mitigates risk and ensures a steady flow of capital throughout the 5-7 year development timeline as we build an average of **four homes per year**.

1. **Corporate & Community Sponsorships**: We will leverage our deep relationships with local businesses, faith groups, and individual donors. This includes direct financial contributions, in-kind donations of materials and services, and sponsored build days.
2. **Federal, State & Foundation Grants**: Our development team has a strong track record of securing competitive grants from sources dedicated to affordable housing, including private foundations and government programs like the Federal Home Loan Bank.
3. **Revolving Mortgage Proceeds**: The cornerstone of our self-sustaining model is our Fund for Humanity. Mortgage payments from our existing homeowners are reinvested directly into building new homes. This reliable, internal revenue stream provides a predictable funding base for the project.

Financial Pro Forma

The following table provides a clear breakdown of our funding model, illustrating the financial requirements on both a per-home and annual basis. This pro forma is based on our stated construction rate of four homes per year, which aligns with the project's 5-7 year completion timeline.

Cost Breakdown	Per Home (Total ~$143,000)	Annual (4 Homes / Year)
Sponsorships/Donations	$47,619	$190,476
Grants	$47,619	$190,476
Mortgage Revenue	$47,619	$190,476

Demonstrated Financial Capacity and Contingency Planning

Habitat for Humanity Lakeside is a financially sound and stable organization with a proven capacity to manage multi-million-dollar projects. Our existing mortgage portfolio generates over **$1,000,000 in reliable annual revenue**, providing a strong financial bedrock for our operations and growth.

To ensure this project is fully protected against unforeseen economic shifts or funding delays, we have also secured a **$3M construction line of credit**. This credit line serves strictly as a **backup contingency plan**. Our primary, diversified funding model is designed to fully capitalize the project without drawing on this debt, demonstrating our commitment to fiscally conservative management while ensuring we have the resources to deliver on our promise to the community.

7. Formal Request and Proposed Next Steps

On behalf of Habitat for Humanity Lakeside, we thank you for your time and consideration of this proposal. We believe it outlines a powerful opportunity for a strategic partnership that aligns with the core missions of both our organizations: to build a stronger, more stable future for the children and families of Sheboygan.

Formal Request

This document serves as our formal submission in response to the district's Request for Proposals, directed to the attention of Mark Boehlke as specified. We respectfully ask to be placed on the agenda to present this proposal to the Board of Education at its tentative **February 10, 2026, meeting** to answer any questions you may have.

Following a successful presentation and discussion, our ultimate request is for the Board to direct the district administration to **draft a formal land transfer agreement** for the parcel at 1227 Bell Avenue. We are prepared to work closely with your administrative team to ensure a seamless process that meets all legal and procedural requirements.

Proposed Timeline and Next Steps

To facilitate a clear and collaborative path forward, we propose the following timeline, which reflects our commitment to begin construction within 12 months of land acquisition:

Proposed Action	Target Date
Proposal Submission Deadline	January 14, 2026
Presentation to the Board	February 10, 2026
Board Decision & Direction to Administration	March/April 2026
Drafting of Land Transfer Agreement	April-June 2026
Final Agreement Approval & Land Transfer	Summer 2026
Groundbreaking on First Homes	Spring 2027

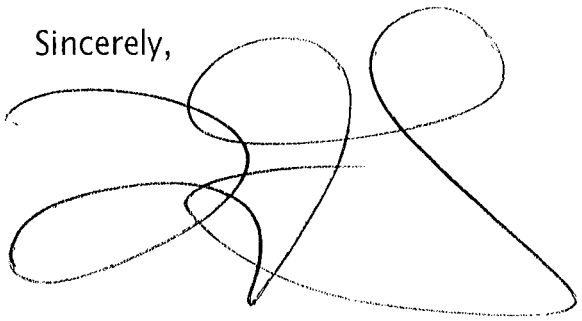
A Lasting Alliance for Sheboygan's Future

This project represents more than a transfer of land; it is a shared investment in our community's future and a commitment to student success. Our vision for this partnership extends far beyond the construction phase, and we see this as the beginning of an enduring alliance dedicated to mutual success. To that end, we propose several ongoing initiatives:

- **Expanded Student Engagement**: We will work with the district to create ongoing volunteer opportunities for other SASD student clubs and organizations, moving beyond construction to foster a broad sense of community service.
- **Celebrating Shared Success**: We propose creating a **joint press release** with the district to announce this initiative, positioning the Board as a proactive leader in community problem-solving and highlighting this partnership as a model for the state.

We are enthusiastic about the potential to collaborate with the Sheboygan Area School District and look forward to discussing this opportunity with you further. Together, we can build a stronger Sheboygan.

Sincerely,



Le'Shay Guy

Executive Director
Habitat for Humanity Lakeside

8. Appendix A: Site Plan and Home Design

Site Plan: 1227 Bell Avenue, Sheboygan, WI

The following site plan, prepared by Abacus Architects, illustrates the proposed layout for the 2.93-acre parcel. This preliminary design accommodates 21 single-family residential lots while preserving a central green space, aligning with our vision for a connected, "pocket neighborhood" community. The property is currently zoned for this type of development, allowing for a streamlined approval process.

15	**16**	**17**	**18**	**19**	**20**	**21**
9	10	11	12	13	14	

ALLEY 20' R.O.W.

STREET 66' R.O.W.

ALLEY 20' R.O.W.

LOT SIZE = 44.28' X 103' = 4,561 SF = 0.105 ACRES

Technical Site Properties

- **Zoning**: UR-12
- **Front and Street Setback**: 20 ft
- **Side Setback**: 10 ft
- **Rear Setback**: 25 ft
- **Max Building Height**: 35 ft (*excess permitted with Conditional Use Permit*)

Allowable Land Uses (per City of Sheboygan Subchapter 15-2)

The current UR-12 zoning permits the proposed single-family home development by right, ensuring the project aligns with existing municipal code.

- **Land Uses Permitted by Right (per Section 15.202(2))**:
  - **Single-Family** - 6,000 sf lot (per Section 15.034)
  - Duplex - 6,000 sf lot (per Section 15.034)
  - Twin House - 3,000 sf lot (per Section 15.034)
  - Townhouse - 2,500 sf lot (per Section 15.034)
  - Selective Cutting (per Section 15.20s(2X))
  - Passive Outdoor Public Recreation (per Section 15.202(3))
- **Land Uses Permitted as Special Use (per Section 15.202(3))**:
  - Cultivation
  - Active Outdoor Public Recreation
  - Public Services and Utilities
  - Community Living Arrangement (1-15 residents)
- **Land Uses Permitted as Conditional Use (per Section 15.202(4))**:
  - **Single-Family** - 4,500 sf lot in a cluster development (per Sections 15.034 and 15.206(1)(b))
  - Two-Flat
  - Multiplex / Apartment
  - Institutional Residential
  - Indoor/Outdoor Institutional
  - Group Day Care Center (9+ children)
  - And others as specified in the code.

Representative Home Design

Note: The following is a representative design based on our current builds; final designs for the Bell Avenue project will be similar in size, quality, and energy efficiency.

This proven home model, developed in partnership with Drexel Building Supply, reflects our commitment to creating durable, functional, and energy-efficient homes for partner families. The design prioritizes long-term affordability through high-quality materials and construction practices.

Elevations

FRONT ELEVATION	**LEFT ELEVATION**
REAR ELEVATION	**RIGHT ELEVATION**

Floor Plan and Area

- **First Floor Area**: 1,072 SF
- **Lower Level Area**: 340 SF
- **Total Area**: 1,412 SF

New Home Plan Specifications

- **Foundation**: 8" x 8'-0" poured concrete wall.
- **Exterior Walls**: 2x6 construction.
- **Interior Walls**: 2x4 construction.
- **Floor System**: 2x10 floor joists @ 16" O.C.
- **Roof System**: Engineered wood trusses @ 24" O.C., designed for Zone 2 loading with a 6/12 pitch. All homes are built to exceed code requirements for snow load and wind resistance.

Building Section and Systems Details

System	Key Components
Roof System	Dimensional asphalt shingles, Ice & Water Shield at eaves/valleys, R-50 insulation, and proper ventilation.
Wall System	Double 4" vinyl siding over Tyvek housewrap, 7/16" OSB sheathing, and R-19 insulation.
Floor System	3/4" T&G OSB floor sheathing (glued & nailed), 2x10 floor joists, and R-23 closed-cell spray foam insulation at the box sill.
Foundation System	8" poured concrete walls with R-5 extruded polystyrene insulation and a complete drain tile and sump pump system.

8.1 Site Plan

This preliminary site plan, developed by our partners at Abacus Architects, illustrates a conceptual layout for the 2.93-acre parcel at 1227 Bell Avenue. The design prioritizes community, functionality, and efficient use of the land, aligning with our strategic vision for a "pocket neighborhood."

To achieve this community-centric design with shared green space, the plan intentionally utilizes lot sizes of approximately **4,561 square feet**. This configuration requires a **Conditional Use Permit** for a "cluster development" under the property's UR-12 zoning. We have fully accounted for this step in our project timeline and are confident in our ability to secure this permit, as the design directly fulfills the city's goal of encouraging innovative and community-oriented housing solutions.

Conceptual site plan for the Bell Avenue project, showing the layout of 21 single-family home lots arranged around shared green spaces and walkways. The site is bordered by Bell Avenue to the north, an alley to the south and west, and N 13th St to the east.

8.1.1 Zoning and Site Properties

The property is zoned **UR-12 (Urban Residential)**, which permits the single-family home development we are proposing. The following technical specifications govern the site development:

Property Specification	Requirement
Zoning	UR-12
Front and Street Setback	20 ft
Side Setback	10 ft
Rear Setback	25 ft
Maximum Building Height	35 ft (Excess permitted with a Conditional Use Permit)

8.1.2 Allowable Land Uses (Per City of Sheboygan Subchapter 15-2)

The UR-12 zoning provides for a variety of land uses. Our proposed development of single-family homes is a **Permitted by Right** use, ensuring a straightforward path for municipal approvals. The comprehensive list of allowable uses is provided below for full transparency.

Land Uses Permitted by Right (per Section 15.202(2))

- **Single-Family** - 6,000 sq ft lot (per Section 15.034)
- Duplex - 6,000 sq ft lot (per Section 15.034)
- Twin House - 3,000 sq ft lot (per Section 15.034)
- Townhouse - 2,500 sq ft lot (per Section 15.034)
- Selective Cutting (per Section 15.206(2)(f))
- Passive Outdoor Public Recreation (per Section 15.202(3))

Land Uses Permitted as Special Use (per Section 15.202(3))

- Cultivation
- Active Outdoor Public Recreation
- Public Services and Utilities
- Community Living Arrangement (1-8 and 9-15 residents)

Land Uses Permitted as Conditional Use (per Section 15.202(4))

- Single-Family - 4,500 sq ft lot in a cluster development
- Two-Flat, Multiplex, or Apartment buildings
- Institutional Residential
- Clear Cutting
- Indoor or Outdoor Institutional facilities
- Community Living Arrangement (16+ residents)
- Bed and Breakfast Establishments
- Group Day Care Center (9+ children)
- Rooming House
- Off-site Parking Lot

8.2 Representative Home Design

Representative Home Design

Note: The following architectural plans are representative of the quality, size, and style of homes Habitat for Humanity Lakeside builds. They are based on a recent successful project and serve as a template for the homes proposed for the Bell Avenue site. Final designs for the Bell Avenue project will be similar in scale and features, adapted to the specific needs of the community.

Elevations and Layout

The proposed homes are designed to be both aesthetically pleasing and highly functional, balancing traditional neighborhood character with modern efficiency.

FRONT ELEVATION

LEFT ELEVATION

REAR ELEVATION

RIGHT ELEVATION

Building Section and Roof Plan

The designs emphasize durability, energy efficiency, and cost-effective construction techniques, ensuring long-term affordability for homeowners.

ROOF PLAN

BUILDING SECTION AA

Technical Specifications and General Information

The following specifications detail the high-quality materials and construction standards that will be used for each home in the Bell Avenue project.

Plan Details	Description
Project	**Bell Avenue Development**
Project Number	R25-246-K (Representative)
Total Area	**1,412 SF** (1,072 SF First Floor + 340 SF Lower Level)
Drawing Scale	1/4" = 1'-0"
Drawn By	AAP
Date	Final 7/29/2025
Architectural Firm	Drexel Building Supply

Foundation Information

- **House Foundation**: 8" x 8'-0" poured concrete wall.
- **Wall/Post Footings**: Size and depth to be determined by contractor based on code and soil conditions.
- **Bearing Walls**: Sit on minimum 16" x 8" continuous concrete footings.

Wall Information

- **Exterior Walls**: 2x6 construction with a standard wall height of 8' 1 1/8".
- **Interior Walls**: 2x4 construction with a standard wall height of 8' 1 1/8".

Floor Systems

- **Basement**: 4" concrete slab.
- **First Floor**: 2x10 floor joists at 16" on-center.
- **Standard Loading**: 40# Live Load, 15# Dead Load per sq. ft.

Roof Systems

- Engineered wood trusses at 24" on-center.
- **Standard Loading**: 30# Top Chord Live Load, 10# Top Chord Dead Load, 10# Bottom Chord Dead Load.
- **Pitch**: 6/12 with a 12" heel height for improved insulation.

Key Construction Details

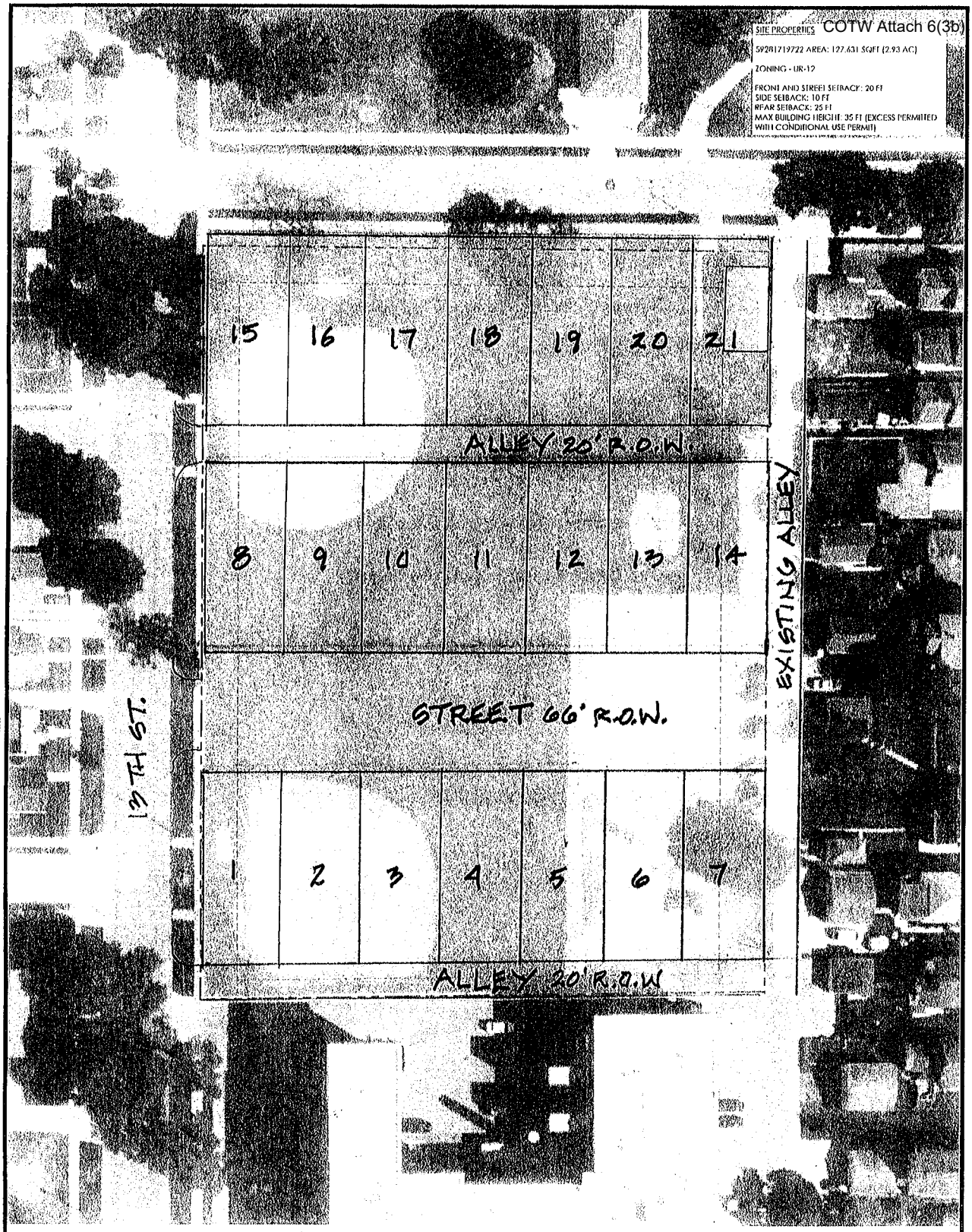
- **Wall System**: Includes Double 4" vinyl siding, Tyvek housewrap, 7/16" OSB sheathing, and R-19 insulation.
- **Roof System**: Features dimensional asphalt shingles, ice & water shield at eaves/valleys, and R-50 insulation.
- **Foundation System**: Includes 1" extruded polystyrene insulation (R-5) on 8" poured concrete walls and a comprehensive drain tile system.

All dimensions and specifications are subject to verification by the general contractor and will meet or exceed Wisconsin Uniform Dwelling Code requirements.

9. Appendix B: References

This section provides formal citations for the key data sources referenced throughout this proposal. These documents form the evidence base for our analysis of Sheboygan's housing market and the foundational need for this project.

1. **Sheboygan County Housing Study (2023)**
    - **Title**: *Sheboygan County Housing Study & Needs Analysis*
    - **Author/Publisher**: Commissioned by the Sheboygan County Economic Development Corporation (SCEDC) and conducted by We Dwell.
    - **Publication Date**: 2023
    - **Relevance**: This comprehensive study is the primary source for data cited regarding Sheboygan County's housing shortage, projected need for new units, rental vacancy rates, and the affordability gap impacting local families. It provides the core quantitative justification for our proposed affordable homeownership project.



LOT SIZE = 44.28' X 103' = 4,561 SF = .105 ACRES

N

SITE PLAN

SCALE: 1"=50'

HABITAT FOR HUMANITY

January 12, 2026

1227 Bell Avenue

Sheboygan, WI Proj. No.

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ABACUS ARCHITECTS

2. **List of Allowable Land Uses** (per Subchapter 15-2)

a. **Land Uses Permitted by Right:** (per Section 15.202(2))

Single-Family – 6,000 sf lot (per Section 15.034)
Duplex – 6,000 sf lot (per Section 15.034)
Twin House – 3,000 sf lot (per Section 15.034)
Townhouse – 2,500 sf lot (per Section 15.034)
Selective Cutting (per Section 15.206(2)(f))
Passive Outdoor Public Recreation (per Section 15.202(3))

b. **Land Uses Permitted as Special Use:** (per Section 15.202(3))

Cultivation (per Section 15.206(2)(a))
Active Outdoor Public Recreation (per Section 15.206(3)(b))
Public Services and Utilities (per Section 15.206(3)(e))
Community Living Arrangement (1-8 residents) (per Section 15.206(3)(g))
Community Living Arrangement (9-15 residents) (per Section 15.206(3)(h))

c. **Land Uses Permitted as Conditional Use:** (per Section 15.202(4))

Single-Family – 4,500 sf lot in a cluster development (per

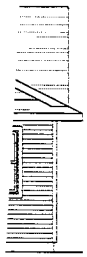
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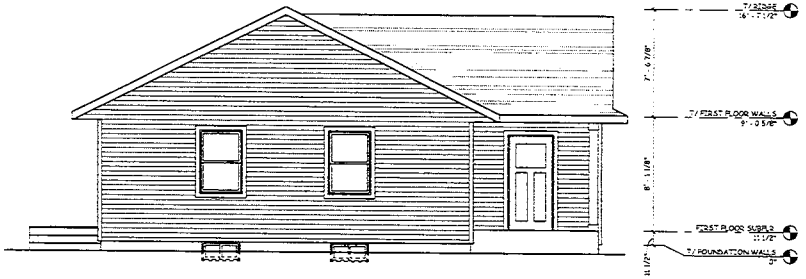
05 Purpose and Intent of Standard Zoning Districts
Districts - Urban Residential-12 (UR-12) District

Sections 15.034 and 15.206(1)(b))
Two-Flat – 6,000 sf lot (per Section 15.034)
Multiplex – 2,500 sf lot area per unit (per Section 15.034)
Apartment – 2,500 sf lot area per unit (per Section 15.034)
Institutional Residential (per Sections 15.034 and 15.206(3)(f))
Clear Cutting (per Section 15.206(2)(g))
Indoor Institutional (per Section 15.206(3)(c))
Outdoor Institutional (per Section 15.206(3)(d))
Community Living Arrangement (16+ residents) (per Section 15.206(3)(i))
Bed and Breakfast Establishments (per Section 15.206(4)(l))
Group Day Care Center (9+ children) (per Section 15.206(4)(m))
Rooming House (per Section 15.206(4)(o))
Off-site Parking Lot (per Section 15.206(6)(a))

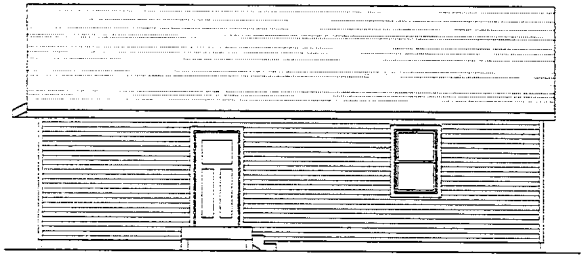
Jacob Norberte
Project Engineer

Home design
Example

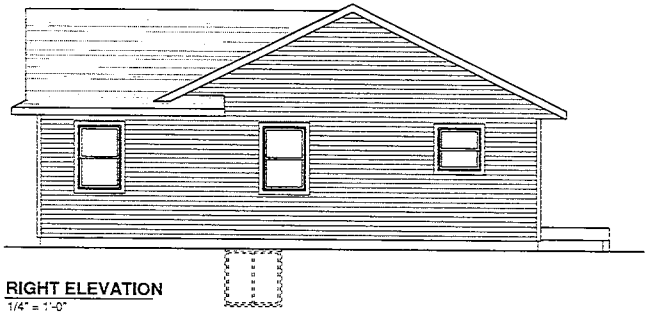




LEFT ELEVATION
1/4" = 1'-0"



REAR ELEVATION
1/4" = 1'-0"



RIGHT ELEVATION
1/4" = 1'-0"

FINAL PLAN

27TH & WILGUS
HABITAT - LAKESIDE

HABITAT LAKESIDE

Drexel
DrexelTown.com

COTW Attach 8
Page 38

FIRST FLOOR AREA	=	1072 SF
LOWER LEVEL AREA	=	340 SF
TOTAL AREA		1412 SF

NEW HOME PLAN SPECIFICATIONS

FOUNDATION INFORMATION
- HOUSE FOUNDATION
- 8"x 8'-0" POURED CONCRETE WALL
- FOOTING ATTIC FOUNDATION (VARIES/CRAWL)
- 4"x 4'-0" POURED CONCRETE WALL (ADD'L 4'-0" TALL)
- WALL THICKNESS TO BE REPRESENTATIVE ONLY. MASON/CONTRACTOR TO VERIFY
- FINAL WALL, FROST FOOTING SIZE AND DEPTH DETERMINED BY CONTRACTOR
- MASON TO LOCATE PILASTERS AND SIZE FOOTINGS PER CODE AND SOIL CONDITIONS
- WINDOWS/DOORS TO BE SET ON CONCRETE WALL AND 8.0 3" BEAMER ON WIDTH AND HEIGHT
- BRACING WALLS TO SIT ON ADA 24" X 8" FOOT CONCRETE FOOTINGS 4 STUDS @ 24" O.C.

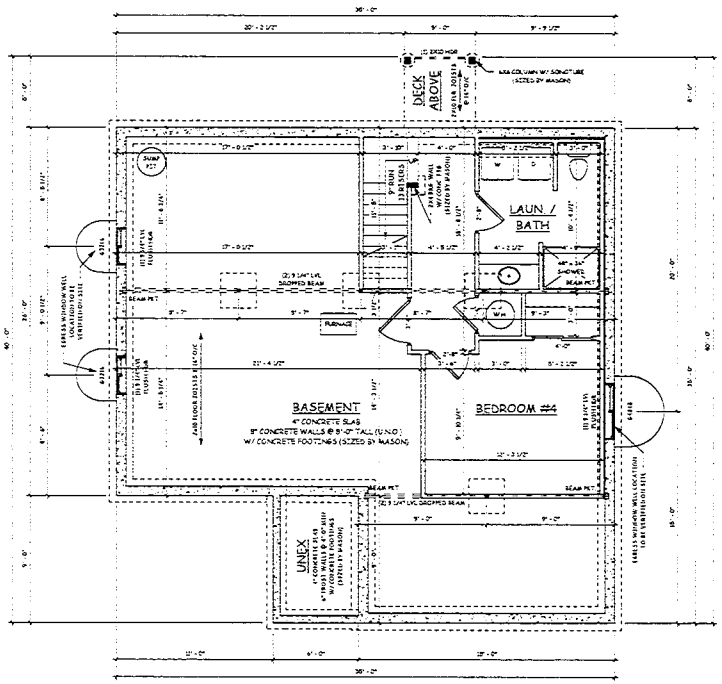
WALL INFORMATION
- HOUSE EXTERIOR
  FIRST FLOOR WALL HEIGHT: 2 x 4 x 8'-1 1/8"
  (UNLESS NOTED/SHOWN OTHERWISE)
- HOUSE INTERIOR
  FIRST FLOOR WALL HEIGHT: 2 x 4 x 8'-1 1/8"
  (UNLESS NOTED/SHOWN OTHERWISE)

FLOOR SYSTEMS
- BASEMENT
  4" CONCRETE SLAB
- FIRST FLOOR
  2X10 FLOOR JOISTS @ 16" O.C.
- STANDARD LOADING (PER SQ. FT.)
  40# LL, 10# DL
- ADDITIONAL LOADING (PER SQ. FT.) (WHEN APPLICABLE)
  10# SL FOR TILE FLOOR, 15# SL FOR GYPCRETE (1.5" THICK)
  20# SL FOR FIREPLACE HEARTH, 35# SL FOR FIREPLACE HEARTH
  75# SL FOR GRANITE/QUARTZ
- DEFLECTION: LL=L/480, DL=L/240
- DURATION OF LOAD: 1.00%

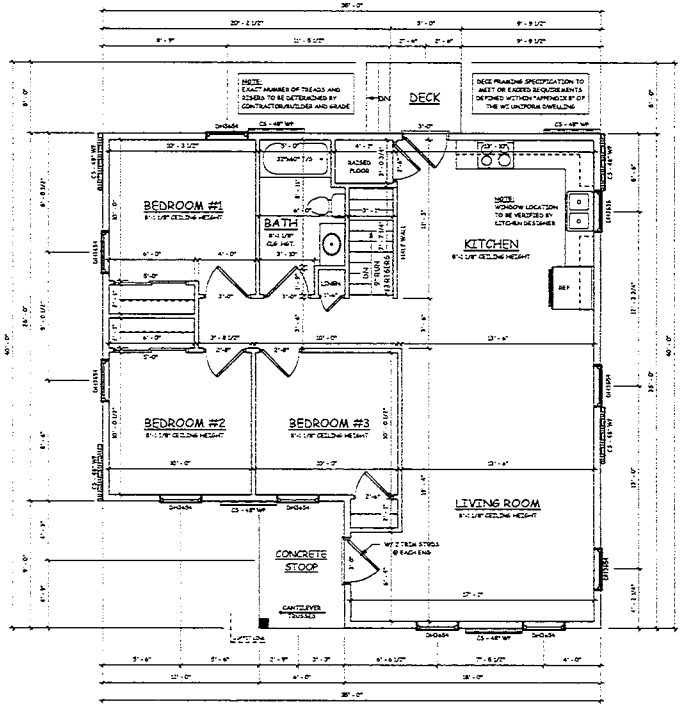
ROOF SYSTEMS
- ENGINEERED WOOD TRUSSES @24" O.C.
  DESIGNED FOR: ZONE 2
- STD. LOADING (PER SQ. FT.)
  30# TOTAL (10# TOTAL DEAD LOAD)
- DEFLECTION: LL=L/240, DL=L/180
- DURATION OF LOAD: 1.25%

HEADERS
- STANDARD HEADER
  ALL HEADERS NOT LABELED AS LVL TO BE ADA (2) 2X12
  HEADER FOR ON-SITE (UNLESS NO VALVE ENCOUNTERED FOR OFF-SITE CONSTRUCTION)
- TOP OF WINDOW H.D.S.
  FIRST FLOOR @ 6'-10 3/8" ABOVE SUBFLOOR
  (UNLESS NOTED/SHOWN OTHERWISE)
- ADD/ALIGN OF (2) SHOULDER STUDS AT EACH END FOR ALL OPENINGS 4'-0" AND LARGER

GENERAL INFORMATION
- ALL DIMENSIONS ARE TO THE ROUGH STUD (UNLESS NOTED OTHERWISE)
  (Use Width) 5", 7.5M WALLS @ 5"
- ALL DIMENSIONS ARE TO OUTSIDE OF FOUNDATION WALLS/MASS (EXPO)
- MINERAL CONTRACTOR TO LOCATE THE FOLLOWING ITEMS ON THE FOUNDATION: (WHEN APPLICABLE)
  FLOOR DRAINS, ELECTRIC METER/SES, WATER HEATER, SUMP PIT / PUMP, FURNACE, WASH / LOWE, BASEMENT WINDOWS ETC.
- ACTUAL STEPS ON FOUNDATION WALLS AND LOCATION OF WINDOW WELLS TO BE DETAILED ON-SITE BY MINERAL CONTRACTOR
- BASIS FRAMING SPECIFICATION TO MEET OR EXCEED REQUIREMENTS DEFINED WITHIN "APPENDIX R" OF THE WC UNIFORM DWELLING
- ALL CABINET LAYOUTS ARE CONCEPTUAL. CONSULT CABINET DESIGNER FOR EXACT SIZES AND LOCATIONS OF CABINETS, APPLIANCES, AND WINDOWS
- ALL DOOR HEIGHTS ARE 6'-8" UNLESS NOTED SHOWN OTHERWISE



FOUNDATION PLAN
1/4" = 1'-0"



FIRST FLOOR PLAN
1/4" = 1'-0"

FINAL PLAN

27TH & WILGUS
HABITAT - LAKESIDE

N 27TH AND WILGUS
BELMONT, WI 53081

HABITAT LAKESIDE

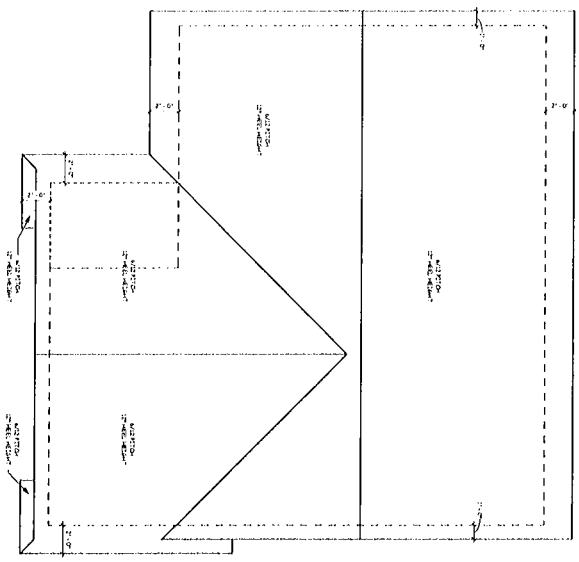
BID PLAN / FINAL PLAN

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DRAWN BY: ALYSHA PAUL
SCALE: 1/4" = 1'-0"
SHEET NO: A2
PROJECT NO: R25-246-K

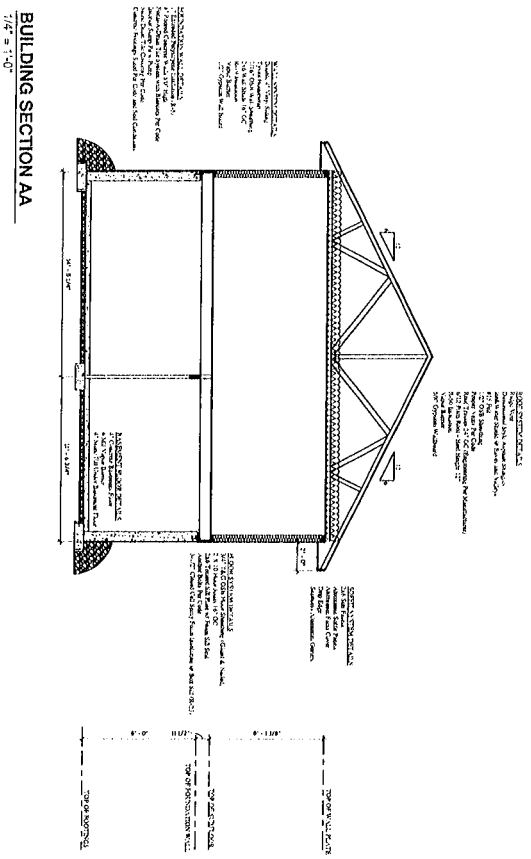
ROOF PLAN

1/4" = 1'-0"



BUILDING SECTION AA

1/4" = 1'-0"



FINAL PLAN

DRAWN BY	ALYSHA PAUL		
SCALE	1/4" = 1'-0"		
SHEET	A3		
PROJECT #	R24-1800-8		

Drexel
DrexelTeam.com

COTW Attach 6(c)

27TH & WILGUS
HABITAT - LAKESIDE

HABITAT LAKESIDE | N 27TH AND WILGUS SHEBOYGAN, WI 53081

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1	BID PLAN	7/24/2025	AAP
2	FINAL PLAN	7/29/2025	AAP
3			
4			
5			
6			
7			
8			

SHEBOYGAN AREA
SCHOOL DISTRICT

Second Friday Enrollment Report 2025-2026

Sheboygan Area School District

DEFINITIONS

Second Friday Enrollment Count

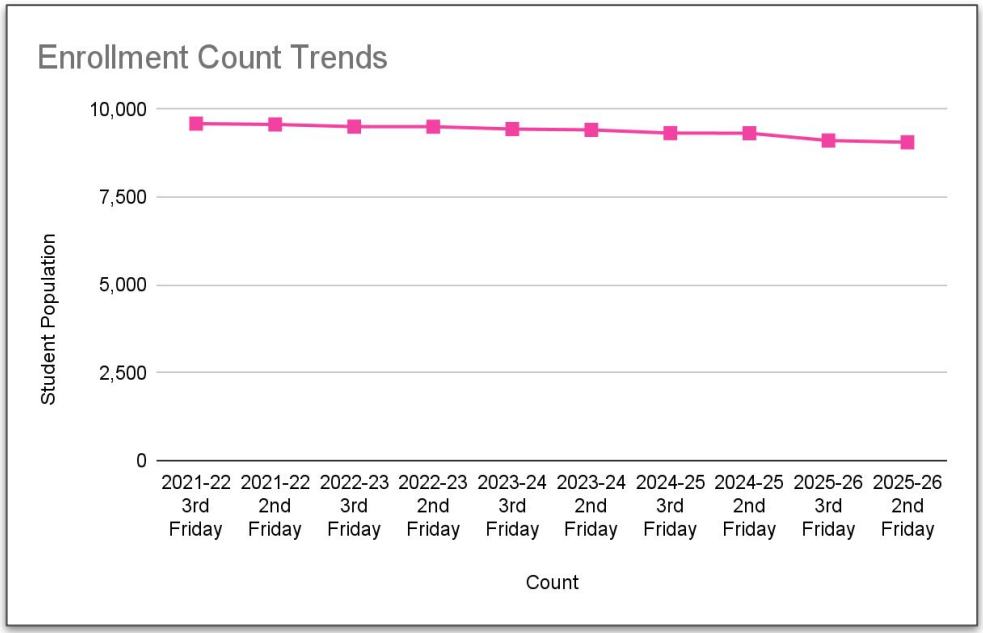
All students attending the Sheboygan Area School District on Friday, January 9, 2026, or students attending before and after January 9, 2026.

Total Full-Time Equivalency (FTE)

A calculation that the Department of Public Instruction (DPI) and the Sheboygan Area School District use to calculate student aid distribution.

ENROLLMENT COUNT TRENDS

Count Date	Student Population
2021-22 3rd Friday	9,592
2021-22 2nd Friday	9,569
2022-23 3rd Friday	9,506
2022-23 2nd Friday	9,505
2023-24 3rd Friday	9,438
2023-24 2nd Friday	9,414
2024-25 3rd Friday	9,323
2024-25 2nd Friday	9319
2025-26 3rd Friday	9111
2025-26 2nd Friday	9062



LOCAL DISTRICT ENROLLMENT TRENDS

COTW Attach 7

Local Public School Districts	2020-21	2021-22	2022-23	2023-24	2024-25	Percent Change Over 5 years
Cedar Grove-Belgium	916	916	910	868	850	-7.21%
Elkhart Lake-Glenbeulah	456	459	480	511	514	12.72%
Howards Grove	922	904	925	877	874	-5.21%
Kohler	705	713	714	741	747	5.96%
Oostburg	1,024	1,003	1,006	1,000	1,011	-1.27%
Plymouth	2,072	2,118	2,110	2,008	2,000	-3.47%
Random Lake	726	699	687	683	648	-10.74%
Sheboygan Falls	1,582	1,626	1,581	1,546	1,494	-5.56%
Manitowoc	4,760	4,762	4,726	4,641	4,452	-6.47%
Sheboygan	9,661	9,592	9,506	9,438	9,323	-3.50%
Total	**22,824**	**22,792**	**22,645**	**22,313**	**21,913**	**-3.99%**

**Data retrieved from WISEdash (https://wisedash.dpi.wi.gov/Dashboard/dashboard/18110).*
2025-2026 data currently unavailable.
Pulled from Third Friday In September

LARGE DISTRICT ENROLLMENT TRENDS

COTW Attach 7

Large Public School Districts	2020-21	2021-22	2022-23	2023-24	2024-25	Percent Change Over 5 years
Green Bay	19,171	19,166	18,922	18,579	18,379	-4.13%
Racine	16,254	16,516	16,182	15,963	15,781	-2.91%
Appleton	15,745	15,217	15,270	15,230	14,994	-4.77%
Waukesha	12,344	12,080	11,855	11,318	10,922	-11.52%
Eau Claire	11,008	10,973	10,871	10,866	10,687	-2.92%
Sheboygan	9,661	9,592	9,506	9,438	9,323	-3.50%
Janesville	9,574	9,552	9,537	9,414	9,355	-2.29%
Oshkosh	9,191	9,203	9,149	9,113	9,101	-0.98%
Sun Prairie	8,366	8,381	8,350	8,411	8,596	2.75%
Wausau	7,786	7,989	7,899	7,783	7,738	-0.62%
West Allis - West MKE	7,418	7,347	7,095	6,938	6,615	-10.83%
Fond du Lac	6,678	6,630	6,603	6,419	6,457	-3.31%
Manitowoc	4,760	4,762	4,726	4,641	4,452	-6.47%

**Data retrieved from WISEdash (https://wisedash.dpi.wi.gov/Dashboard/dashboard/18110).*
2025-2026 data currently unavailable.
Pulled from Third Friday In September

SHEBOYGAN COUNTY POPULATION

	County Population	Under 5 yrs of Age Total	Under 5 yrs of Age Percent	Under 18 yrs of Age Total	Under 18 yrs of Age Percent
2020 Census	118,034	6,365	5.50%	27,981	24.30%
2010 Census	115,520	7,162	6.20%	30,613	26.50%

**Data source (https://data.census.gov/cedsci/table?g=0200000US2_0500000US55117&tid=ACSST5Y2010.S0101).*

DISTRICT ENROLLMENT: 2nd FRIDAY 2026

COTW Attach 7

2025-2026																2nd Friday	3rd Friday	Diff.
																2026	2025	
Public Schools	3 yr	4KG	5KG	1	2	3	4	5	6	7	8	9	10	11	12	Total	Total	
North High												375	347	349	401	1472	1495	-23
South High												249	251	252	271	1023	1034	-11
Central HS												20	34	42	76	172	168	4
Etude HS												18	11	17	14	60	65	-5
G Warriner HS												23	34	29	28	114	116	-2
Farnsworth Md									126	161	142					429	435	-6
Horace Mann									217	202	203					622	619	3
Urban Md									168	169	194					531	536	-5
Etude MS									16	20	17					53	54	-1
G Warriner MS									5	16	12					33	39	-6
ELC	90	427														517	493	24
Cleveland		10	10	16	14	18	15	26								109	108	1
Cooper			34	32	37	42	51	51								247	241	6
Grant			47	57	56	46	53	52								311	317	-6
Etude El			38	36	24	31	19	38								186	190	-4
Jackson			44	50	44	49	59	56								302	305	-3
Jefferson			31	46	39	38	40	39								233	243	-10
Lake Country		38	42	50	50	49	49	50	49	48	48					473	475	-2
Lincoln Erdman		41	49	53	63	71	59	58								394	391	3
Longfellow			36	28	39	49	38	47								237	244	-7
Madison			52	47	47	55	59	56								316	319	-3
Pigeon River			32	41	34	46	43	43								239	246	-7
Sheb Leadership		8	21	27	27	22	20	24	23	27	23					222	212	10
Sheridan			51	47	55	35	43	45								276	280	-4
Wilson			72	80	86	74	87	90								489	486	3
Lighthouse													2			2	4	-2
Total	90	524	559	610	615	625	635	675	604	643	639	685	679	689	790	**9062**	9115	-53

Questions

Contact Rachel C. Ledezma
Assistant Superintendent - Student and Instructional Services

QuadMed

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of the 2nd day of February, 2026, ("Effective Date") by and among Quad/Med, LLC, a Wisconsin limited liability company ("QuadMed"), and the following public entities, and each of them individually, on behalf of their affiliates, and as plan sponsor to their respective employee benefits plans, collectively referred to herein as "Client": (i) Sheboygan County, a Wisconsin governmental body; (ii) the City of Sheboygan, a Wisconsin municipal corporation; (iii) the Sheboygan Area School District, a Wisconsin public school district, and (iv) the Town of Sheboygan, Wisconsin. Each of the foregoing may be referred to individually by name or as a "Participating Entity" and collectively as the "Client" for purposes of this Agreement. QuadMed and Client are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, Client maintains governmental operations at facilities located in the state of Wisconsin; and

WHEREAS, QuadMed resources and manages health care operations and provides or procures the provision of health care and wellness services to eligible individuals as defined and directed by Client; and,

WHEREAS, Client desires to provide eligible individuals, as defined in this Agreement, with access to health and wellness centers and related services managed by QuadMed as mutually agreed by the Parties and set forth in this Agreement, as may be amended from time to time (the "Center(s)"); and

WHEREAS, Client desires to contract with QuadMed to provide the implementation and management services for the Center(s) and to provide and/or procure the primary care services and other specified health care and wellness and related program services for the Center(s) ("Services") as set forth in more detail in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements contained herein, the above recitals are hereby incorporated into this Agreement and the Parties agree as follows:

I. SERVICES

A. Statement of Work. One Health Center is currently contemplated for Client, which shall have a Statement of Work ("SOW") attached hereto as Schedule A. In the event additional Health Centers are added, each Center will have a separate SOW, which shall outline Services terms for each particular Center to be agreed upon by the Parties and shall be attached hereto as Schedule A-1, Schedule A-2, etc., collectively, Schedule A. The SOW will define the Center, for whom its use is intended, and any unique features of the applicable Center. Each SOW may be revised from time to time upon the mutual agreement of the Parties, as required by law, through an amendment to this agreement or change order in the form attached as Schedule B ("Change Order"). The Parties acknowledge and agree that changes to the scope of the Services performed at a Center will require corresponding review of and/or changes to the staffing and to the associated compensation. An SOW for a Center may require different terms in order to comply with applicable local, state, or federal law, and any such terms, whether based on Services or law changes,

will be mutually agreed upon in writing by the Parties and any other Parties, as applicable, prior to the commencement or continuation, as the case may be, of Services for or at a Center.

B. Health and Wellness Center Services. The scope of the Services to be provided at each Center are those health and wellness and related services mutually agreed between the Parties for each Center. The Services shall be subject at all times to applicable law and shall be limited by the licensure and qualifications of the providers or other staff, by the Equipment and the Supplies, and by the hours of operation and physical restrictions of the Center(s), as applicable. Services will be performed and/or managed by QuadMed, through the use of employed or contracted professional corporations, physicians or nurse practitioners or physician's assistants ("Provider(s)") and other clinical and operations staff.

C. Management Services for Center. QuadMed shall perform all management services in connection with the Center(s) and the health and wellness Services provided by QuadMed pursuant to this Agreement, including, without limitation, all administrative, clerical, and support staff functions, and all other necessary or appropriate services relating to the operation of the Center(s) ("Management Services"). Such Management Services may include, without limitation, the following:

1. Hours of Operation; Scheduling. The hours of operation will exclude the actual or observed major United States holidays, which at a minimum consist of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas, as well as holidays recognized by Client and communicated to QuadMed. The Services provided at each Center will be provided during the actual established hours mutually acceptable to Client and QuadMed as may be set forth in the applicable SOW for that Center or as otherwise agreed to between the Parties, for the total hours per week set forth in the Center SOW. Total hours per week and associated staffing and other changes may be amended from time to time by a Change Order. The time schedule for the performance of the Services at the Center(s) shall be determined from time to time after consultation with the Providers. The Parties acknowledge and agree that the time schedule for the performance of Services by the Providers at the Center(s) optimally should match the preferred time schedule reached by consensus among Client, QuadMed and Provider, as applicable. QuadMed shall use commercially reasonable good faith efforts to minimize Services interruptions during the times the Center is open. Unless mutually agreed to by the Parties in writing, QuadMed is not responsible for providing or arranging for after-hours coverage. QuadMed will provide the appointment scheduling mechanism for scheduled Services at the Center(s). If Providers cannot be sourced to provide Services at the Center(s) during such preferred time schedule, Client shall reasonably cooperate with QuadMed to determine alternate schedule hours for the Center Services. Participants and any sharer participants shall have access to the appointment slots in the time schedule at the Center(s) on a "first-come, first-served" basis.

2. Center Policies and Procedures. QuadMed will develop and implement, or will work with the Providers to develop and implement, policies and procedures relative to the operation and management of the Center(s) ("Center Policies").

3. Other Services. QuadMed shall furnish or arrange for all laundry, linens, stationery, forms, office supplies, postage, duplication services, printing services, janitorial services, routine medical waste disposal services, infectious medical waste disposal services, security and any services of a similar nature which are reasonably necessary and appropriate for the day to day operation of the Center(s) as mutually agreed to in the applicable SOW ("Ancillary Services"). Client may arrange to provide some Ancillary Services for the Center(s) subject to the prior written approval of QuadMed and as indicated in the Center SOW. Client agrees that the vendor of Client that will provide Ancillary Services for the Center(s) shall comply with any specifications and requirements as defined by QuadMed, including without limitation an agreement to protect personal health information and training on handling and disposal of waste generated by the Center(s).

4. Marketing and Communication. QuadMed will prepare standard marketing and advertising documentation as mutually agreed to by the Parties to be used in any marketing materials prepared for distribution to Client and/or the employees of Client to promote the Services provided at the Center(s) ("Marketing Materials"). QuadMed shall own and hold all right, title and interest, including, but not limited to all copyright, service mark and trademark rights, to any marketing materials or documents acquired, prepared, purchased or furnished by QuadMed and/or in connection with the Center(s), provided that QuadMed will not acquire ownership of any trade name or logo of Client. QuadMed shall not prepare any Marketing Materials or communications that will include information regarding relating to the structure of any Client employee health benefits plans, health savings accounts ("HSAs"), or coordination of benefits with other health benefits plans.

5. Reports and Information. From time to time, as permitted by applicable law, QuadMed may provide to the plan administrator responsible for managing the Client's employee benefits plan certain information or reports pertaining to the Center(s) relating to plan participants. QuadMed shall provide such reports and information outlined as mutually agreed to in writing ("Reports") subject to applicable law including without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended from time to time ("HIPAA"), the privacy provisions (Subtitle D) of the Health Information Technology for Economic Clinical Health Act, Division A, Title XIII of Pub. L. 111-5, its implementing regulations, as amended from time to time ("HITECH Act") ("Privacy Laws"). Any Report that is non-standard and require additional resources to produce shall be at an additional cost mutually agreed by the Parties, but in no event shall be less than that which is charged pursuant to industry standards. The Parties acknowledge and agree that when providing health care Services, QuadMed, the Providers, and other Center staff are performing such Services as a covered entity health care provider (as that term is defined by HIPAA). Client agrees to participate with QuadMed in the development of quantitative analyses to support the assessment of QuadMed's health care operations, including without limitation the quality and efficacy of care delivery and Services offerings in consultation with Client. Nothing in this Agreement shall be construed to require either Party to disclose any information in violation of HIPAA or to take any action in violation of any applicable federal or state laws or

regulations. Client agrees that it will not unreasonably reject any representation by QuadMed regarding compliance with applicable law and the standards herein.

6. Bookkeeping and Accounting Services. QuadMed shall provide the normal and customary bookkeeping, accounting, and financial services necessary or appropriate for the efficient and proper operation of the Center(s), including without limitation the accounts payable, accounts receivable and all billing for Services provided at the Center(s) ("Accounting Services"). The Parties acknowledge and agree that the Accounting Services do not include claims processing to a third-party payor, collections of deductibles from Participants, any processing or adjudication of billing or claims for medical services.

7. Management of Patient Billing and Claims.

(i) Patient Billing and Claims Services. If applicable, the Parties will mutually agree that QuadMed will manage patient billing and claims as set forth in Schedule A. QuadMed, on behalf of itself or the Client, shall be entitled to bill Payors (defined below) for such Payor Services (defined below) as appropriate, collect such amounts charged to Participants, other fees or process claims for Services provided to participants to the extent the Services can be billed to and reimbursed by third parties ("Payor Services") workers' compensation insurance carriers or other third party payors ("Payors") and subject to applicable law. In the event that QuadMed bills Payors for Services provided to Participants, then QuadMed shall not charge Client for such Services. Client shall not bill any Participant or cause any person or entity other than QuadMed to bill a participant for the Services provided under this Agreement. The Parties agree, however, that QuadMed will not conduct debt collection activities for Client or any Payor. Client agrees to immediately and continuously inform QuadMed of Participants covered by its benefit plans, including those with an HSA, or another employer-sponsored benefit plan for health and wellness services, through the Eligibility File (defined herein). Client acknowledges and agrees that QuadMed is not providing legal or health benefits advice relating to benefits plan design, billing matters, HSAs, or coordination of benefits with other benefits plans. QuadMed makes no representation regarding the impact any waiver of copayments or the waiver of any other amounts for Services may have on any benefit plan of Client, and QuadMed shall not be liable for any such impact or for any other implications to Client or a benefits plan or other health services payment program under any applicable law. Further and notwithstanding anything to the contrary in the foregoing, QuadMed does not perform Payor Services for its own or the Providers' claims revenue or for the claims revenue of Client, with respect to Participants enrolled in government healthcare Payor programs including without limitation Medicare and Medicaid programs.

(ii) HDHP Deductible Management Services. If applicable, QuadMed will charge participants the fees as directed by Client in a Participant Fee Schedule for

its various services. Pursuant to the Participant Fee Schedule, QuadMed agrees at Client's direction to charge participants enrolled in one of Client's high deductible health plans ("HDHPs") compatible with a health savings account ("HSA") higher fees if the HDHP enrollee has not satisfied the HDHP's deductible for that current plan year based on information from Client. QuadMed acknowledges that these higher fees are being imposed on HDHP enrollees who have not satisfied their deductibles with the intention to preserve eligibility for making and receiving HSA contributions. Client agrees to provide QuadMed with all information reasonably requested by QuadMed in connection with patient billing matters, including the Eligibility File with respect to the HDHP enrollees. With respect to enrollees in Client's HDHPs who have not satisfied their deductibles for the current plan year, QuadMed will share and request payment information related to the services received by such enrollees with the applicable insurers for the HDHPs.

8. Business Records. The maintenance, custody, and supervision of business records of QuadMed and Provider relating to the Center(s), will be managed by QuadMed.

D. Staffing Services. Each SOW outlines a staffing plan for each Center that includes the type and number of staff that the Parties currently believe will be used for the applicable Services selected for that Center, which may be revised from time to time by execution of a Change Order, and which will be updated and confirmed annually by updated SOW. Except as provided herein, QuadMed will provide, procure, and arrange for staffing based on the Services described in the SOW applicable to the Center and anticipated utilization volume, and QuadMed shall have the exclusive right to provide and arrange for all other personnel to provide the Services pursuant to this Agreement. QuadMed may act as Client's agent and on Client's behalf to procure, rather than employ, the medical professionals or other staff for the Center(s), in which event, QuadMed will work with such person or entity providing such staff to determine the staffing reasonably required to provide the Services and other matters contracted for herein relating to the provision and scheduling of such staff.

1. Hiring, Credentialing and Background Checks. QuadMed or Provider, as appropriate, shall be solely responsible for setting and paying the compensation and benefits of the employees furnished by QuadMed or Provider. The Parties agree that QuadMed or Provider, as appropriate, shall have the sole right and authority to hire, contract for, and discharge all employees of QuadMed personnel or Provider respectively, including without limitation, Physicians, and medical sub-specialists, and for negotiating all compensation and benefits with same. QuadMed will be responsible for credentialing and verifying the required licensure or training qualifications, care giver background checks, and screenings, as applicable, of all medical professionals and other QuadMed personnel contemplated herein. QuadMed or Provider, as applicable, shall ensure that all medical professionals and Center personnel comply with all applicable laws and regulations, including without limitation, those governing the licensing and standard of care. All applicable personnel shall be in good standing with the applicable state professional associations and have appropriate certifications or eligibility. All personnel shall have the appropriate training and will obtain and maintain in full force and effect all licenses, certifications, authorizations, and approvals that are required by applicable

law in order for the Personnel to provide the Services. QuadMed shall be responsible for ensuring the Provider compliance with this Section and shall conduct or cause to be conducted credentialing of the Provider's staff.

2. Supervision and Control. QuadMed or Provider, as appropriate, shall be solely responsible for determining the personnel reasonably required to provide the Services and will use best efforts to staff the Center(s) as reasonably necessary to perform Services requested and contracted for by Client. QuadMed shall also be solely responsible for the scheduling of individual work hours for employees of QuadMed and Provider, including but not limited to overtime, weekends, holidays, and vacations. Client does not have the authority to discipline or terminate the employment of any person employed by QuadMed or Provider. However, where Client has concern over the performance of one of Provider's or QuadMed's employees, it is expected to raise these concerns with reasonable notice to QuadMed. QuadMed agrees to discuss with Client potential opportunities for additional training, the reassignment of duties due to nondiscriminatory performance concerns, and/or appropriate progressive discipline for QuadMed's or Provider's employees, which may include the immediate termination to the extent gross misconduct is evidenced by sufficient documentation. However, any and all decisions regarding QuadMed or Provider personnel and any discipline or reassignment of duties will be made by or at the discretion of QuadMed or Provider, as applicable.

3. Standard of Care. QuadMed represents and warrants that all Services to be provided by QuadMed personnel under this Agreement will be performed in a professional, competent, and timely manner by appropriately qualified personnel in accordance with the provisions of this Agreement and consistent with professional quality and ethical standards prevailing in the community.

4. Medical Decision Making. QuadMed or Provider, as applicable, shall be solely responsible for all medical decision making and all exercise of all medical judgment in accordance with applicable law. To the maximum extent permitted by applicable law, QuadMed shall be solely responsible for supervising all staff in connection with the Center(s). If required by applicable law, Providers shall be responsible for supervising the staffing for the Center(s) as required. Client shall not exercise any control or direction over the Providers or other staff in the performance of the Services at the Center(s).

5. Referrals. For purposes of this Section, "referral" shall mean the act of identifying another healthcare provider and communicating information or a recommendation to a patient about that provider, as distinguished from a healthcare provider exercising his or her professional judgment with respect to the diagnosis or treatment of a patient. Physicians or non-physician licensed personnel providing services at the Center(s) will exercise their professional judgment when referring Participants for healthcare services. Neither QuadMed nor Client will interfere with the professional judgment of the Physicians or the non-physician licensed personnel at the Center(s) in making such referrals. Client acknowledges and

agrees that Provider, QuadMed, and the Physicians and non-physician licensed personnel at the Center(s) will have no responsibility or liability with respect to such information, or referrals to, or services provided by, or the failure to refer to, such healthcare providers.

II. ELIGIBILITY TO ACCESS AND USE SERVICES.

A. Eligibility for Services. The Parties agree that only individuals within the categories outlined in the applicable Schedule D will be eligible to receive Services ("Participants"). The Parties recognize that in the event Client maintains more than one benefits plan offerings applicable to some or all of the Services, Client will communicate such distinctions via the Eligibility File(s) (as defined in section B below) delineating the eligible individuals by benefit plan offering and Services eligibility as identified by the Eligibility File provided by the Client (as examples for purposes of illustration only: Class A-HDHP, Class A-PPO, Class A-All Employees Not on Client HDHP or PPO Plans). Client acknowledges that QuadMed is not enrolled in the Medicare, Medicaid, or similar government-funded healthcare program and does not bill such programs any fees for Services. With respect to eligible Participants who may also be enrolled in government funded healthcare programs, certain Services may be limited or unavailable and/or may need to be obtained from other enrolled health services organizations.

1. Employee Welfare Laws. Client acknowledges and agrees that it is solely responsible for obtaining its own professional advice to ensure that the provision of Services to Participants complies with the terms of Client's employee benefits plan including, as applicable, group health plan, and related documentation requirements applicable to Client as an employer and all applicable laws and regulations, including but not limited to the Occupational Safety and Health Act ("OSHA"), Department of Transportation ("DOT") regulations, other state and federal occupational health related laws, Employee Retirement Income Security Act ("ERISA"), the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended ("COBRA"), the ADA, the Age Discrimination in Employment Act ("ADEA"), the Genetic Information Nondiscrimination Act ("GINA"), and related regulations for nondiscrimination related to wellness programs, including codification of these regulations in the Patient Protection Affordable Care Act ("PPACA") and the Internal Revenue Code (collectively, the "Employee Welfare Laws"), and HIPAA.

2. Employment Determinations. Client shall be solely responsible for making any employment-related decisions about Client employees, including without limitation, determinations as to an employee's or any individual's eligibility for employment with Client, based upon the results of examinations or testing provided by QuadMed as part of the Services. Client acknowledges and agrees that QuadMed is not providing legal or health benefits advice relating to the structure of any Client health benefits plans, health savings accounts ("HSAs"), and coordination of benefits with other health benefits plans. Client shall defend, indemnify and hold harmless QuadMed and its parent entities, subsidiaries, affiliates and their directors, officers, and employees from and against any and all claims, demands, suits, proceedings, costs, expenses, losses and damages (including reasonable attorneys' fees) arising out of or resulting from any allegation or claim in connection with (1) the structure of any and all Client health benefits plans and HSAs, (2) Client's violation of any

Employee Welfare Laws; or (3) any allegation or claim in connection with the billing and collection of any and all fees, including, without limitation, billing and collection of fees from Participants in connection with HSAs.

B. Eligibility File. Client shall provide to QuadMed a current and accurate file with Participants in the format requested by QuadMed of the Participants (the "Eligibility File") as mutually agreed to by the Parties, but in no event less than thirty (30) days before a "go-live" Center or Service date and at least five (5) days prior to the end of each month during the Term. Client represents and warrants that, to the best of its knowledge, the Eligibility File provided to QuadMed will contain accurate information regarding the eligibility status of each individual listed in accordance with this section, and QuadMed shall be entitled to rely on the most recently received Eligibility File provided by Client to determine whether the individual is eligible to receive the particular applicable Services. The Eligibility File shall be in a format mutually agreed to by the Parties. Notwithstanding anything to the contrary in the foregoing, the Parties will work together in good faith in respect to certain matters, including but not limited to, file specifications and associated testing of the Eligibility File in advance of a "go-live" Center or Service date with the understanding that Client will need to provide certain requested information to QuadMed pursuant to QuadMed's reasonable timelines. The Parties acknowledge that any Eligibility File in a non-standard format may require additional cost due to the QuadMed Informational Technology resources required in order for QuadMed to electronically receive the Eligibility File. Prior to providing Services to an individual at the Center(s), QuadMed shall request a form of identification from the individual and then check the most recently received Eligibility File to determine whether the individual is eligible to receive Services. The Parties acknowledge and agree that the Center(s) and Services will not be open to the general public at large.

III. CENTER FACILITIES AND INFRASTRUCTURE.

A. Facilities.

1. Space. Client shall provide the physical space required to house each Center and related services provided by QuadMed ("Space"). QuadMed acknowledges that it will review the detailed plans of the physical Space for each Center and the Parties will mutually agree that each Center shall provide sufficient Space for it to provide all required Services hereunder. QuadMed shall have no obligation to provide any medical office or other space for the Center(s).

2. Development of Space. QuadMed and Client shall jointly develop the Space plan, design, patient flow, and work flow for the Center(s). Client shall ensure that the Space and related facilities are in compliance with all applicable law and/or regulations, including local zoning requirements. Any required zoning changes, landlord consents, or other approvals or consents for the Center(s) shall be obtained by Client at Client's expense. QuadMed and Client shall jointly develop and agree on the proper security requirements for the Center(s), which shall include without limitation panic buttons, and Client shall be responsible for any cost related thereto.

3. Use of Space. QuadMed or Provider has a license to use the Space for performing health and wellness Services. Client shall not interfere with QuadMed's or Provider's use of the Space in any way and shall not access the Center(s) without QuadMed's or Provider's approval, except in emergency situations.

4. Utilities, Cleaning, and Maintenance. Client shall cause heat, air-conditioning, telephone access, internet access, and electricity, water, and sewer utilities to be provided at the Center sufficient for the provision of the Services. Client shall cause general cleaning services to be provided for the interior of the Center (other than for the locked areas for storage of Center Supplies, for which QuadMed shall be responsible) and shall maintain the exterior of the Center, including the sidewalk, driveway, and parking areas; provided, however, that if Client does not clean or maintain the Center to QuadMed's satisfaction after reasonable notice to Client of the need to clean or maintain the Center, QuadMed may have the Center cleaned or maintained to its satisfaction at a reasonable cost and invoice Client for the cost of doing so, and Client shall promptly reimburse QuadMed for such cost. Client shall cause all contractors of Client that will have access to the Center to enter into a Confidentiality Agreement or Business Associate Agreement, as applicable, in the form provided to Client by QuadMed from time to time. If cleaning is necessary during the hours of operation of the Center, Client acknowledges and agrees that QuadMed and its Providers, shall be responsible for maintaining the interior of the Center in a clean and safe condition. Subject to precautions necessary for compliance with all applicable law, including Privacy Laws, Client shall have the right to enter into, access, inspect, improve, modify, or perform maintenance and repairs on or with respect to the Center upon reasonable notice to and approval by QuadMed, and Client shall use commercially reasonable efforts to exercise such rights during times other than the times outlined in the applicable SOW for the performance of the Services at the Center.

B. Equipment. To the extent permitted by applicable law and/or regulations or otherwise mutually agreed to by the Parties in the applicable SOW, QuadMed will procure, provide, maintain, and repair the equipment, furnishings, and instruments, including computers, monitors and hardware ("Equipment") required at each of the Center(s). Title to the Equipment shall remain with QuadMed, only when required per legal requirements related to medical equipment; all other title will transfer to Client, or to any of the Participating Entities as directed by the mutual agreement of the said Participating Entities, once QuadMed has received payment in full. Client shall allow QuadMed unlimited access to the Center's Equipment. QuadMed shall be responsible for maintaining, repairing, and replacing the Client Center Equipment the cost of which will be paid for by Client and the Client shall reasonably cooperate with QuadMed to enable any repairs or maintenance with the Client's vendors. Notwithstanding anything to the contrary in the foregoing, any computers, monitors, and hardware supplied or used by QuadMed in connection with the Center(s) or the Services provided under this Agreement will remain the property of QuadMed, or the third-party lessor or licensor thereof, as applicable. Nothing in this Section shall interfere with the rights and obligations of QuadMed as it relates to the Equipment. QuadMed shall have unrestricted access, control, and use of all Equipment at the Center(s) during the Term. In addition, Client acknowledges and agrees that, at any time, QuadMed shall be permitted to access and remove from any computers or other equipment any permanently or temporarily affixed data storage media that may contain information with respect to which QuadMed has an obligation of confidentiality, whether pursuant to HIPAA or other federal or state laws, or at QuadMed's sole election render the information contained on such media permanently irretrievable. Client shall also cooperate with QuadMed upon QuadMed's request to provide QuadMed with access to and information relating to any equipment, computers, hardware, servers, systems, and logs used in connection with the Center Services or the Center(s) in the event

QuadMed determines it needs to conduct an investigation, and Client shall cooperate in good faith with QuadMed regarding any such request for information or investigation.

C. Supplies. To the extent permitted by applicable law and/or regulations, QuadMed will procure and provide the medical and non-medical supplies of every kind and nature ("Supplies") required at each of the Center(s). Title to the Supplies shall remain with QuadMed until QuadMed has received payment in full, at which time title for such Supplies shall vest with Client upon receipt of payment in full and expiration of this Agreement, excluding any medications. All medications and drugs ("Pharmaceuticals") shall be owned by QuadMed, the Providers, or the pharmacists and shall be stored and secured in accordance with applicable law or regulation. Client acknowledges that QuadMed will destroy or return to the manufacturer any inventory of unused Pharmaceuticals due to regulatory restrictions and/or patient safety concerns. QuadMed acknowledges and agrees that QuadMed will use commercially reasonable efforts to deplete all inventory of Pharmaceuticals prior to the expiration or termination of this Agreement.

D. Software. Client shall not have any access or other rights to or in software provided, developed and owned by QuadMed (the "Software"). QuadMed does not grant or assign to Client any legal or equitable title or other right in or to the Software, or any derivative works and copies thereof, or any modifications, improvements, or enhancements thereto. The Software, and all derivative works and copies thereof, and all modifications, improvements, and enhancements thereto, including all worldwide copyrights, trade secrets, trademarks, and confidential and proprietary rights therein, at all times are and shall remain the exclusive property of QuadMed. Client shall not: (i) copy the Software or any software or programming related thereto; (ii) permit individuals or entities other than Client to use the Software; (iii) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based upon the Software or programming related thereto; (iv) rent, lease, transfer, resell, or otherwise transfer rights to the Software; or (v) delete or write over any portion of any software relating in any manner to the Software. The Client acknowledges and agrees that QuadMed may provide the eligible individuals with access to a web-based application either directly or as a reseller for use by Client, which shall be subject to and conditioned on the Client's and/or Participants agreement to comply with the terms and conditions for such use. Any Software supplied or used by QuadMed in connection with the Center(s) or the services provided under this Agreement will remain the property of QuadMed, or the third-party lessor or licensor thereof, as applicable.

IV. MEDICAL RECORDS.

A. Medical Records Maintenance and Ownership. The information that QuadMed or Provider creates, receives, maintains, or transmits about Participants as a result of providing the Services ("Health Information") in the Center will be owned by the Provider or QuadMed, as applicable. The maintenance, supervision and custody of Health Information relating to the Center(s) will be handled by QuadMed, or by Provider to the extent and as required by law or regulation. Client agrees that it will not interfere with maintenance, custody, supervision, and storage of such Health Information. Upon termination, all Health Information will remain the property of QuadMed or the Provider, as applicable.

B. Access to Records by Client. A Participating Entity may request copies of or access to only the Health Information that is necessary and appropriate to satisfy (1) any legal obligations of that Participating Entity as plan sponsor or plan administrator or (2) any occupational health related laws, but only to the extent that requesting such copies or access is in compliance with all applicable laws. Client

shall designate one Client employee to act as a liaison to QuadMed ("Client Contact"). To the extent applicable, Client shall also provide a "Designated Employer Representative" as such term is defined in and required by the DOT regulations, who is authorized to receive results of drug and alcohol screenings for Participants. Client acknowledges and agrees that it is solely responsible for complying with state and federal laws applicable to Client as plan sponsor or employer, and for retaining Health Information as required by laws, such as retaining Participants' Health Information as required by such laws. Client acknowledges and agrees that QuadMed has no obligation to retain Health Information on behalf of Client. Client is solely responsible for identifying and requesting from QuadMed the Health Information that Client needs in order to comply with laws applicable to Client.

C. Confidentiality of Medical Records. Each Party will hold all Health Information in the strictest confidence, and each will instruct its personnel, as applicable, to keep confidential any information relating to the Center Participants. The Parties shall comply and cause the all personnel to comply with all applicable laws, rules and regulations governing the privacy of protected health information and Health Information, including but not limited to Privacy Laws; the American Recovery and Reinvestment Act of 2009; the DOT regulations governing drug and alcohol testing; the Federal Aviation Administration regulations governing health screen physicals; the Occupational Safety and Health Administration regulations governing workplace surveillance and blood borne pathogen exposure testing; as well as various state laws governing the privacy of Health Information. QuadMed may provide Client with Health Information only in accordance with, and as is permissible under, all applicable laws.

D. Authorization and Transfer of Medical Records. Upon the termination of this Agreement, subject to patient choice of healthcare provider laws, Provider will transfer patient medical records to the new provider or medical group who assumes the care of such Participants, upon receipt of a valid medical record transfer authorization received from a patient. Provider may also transfer in bulk encounter summary data medical records (CCDA) based on appropriate transfer instructions from the successor treatment provider, at such successor treatment provider's or Client's expense. During and after the term of this Agreement at a patient's direction, copies of individual patient medical records will be made available, at a nominal copying charge that is no more than permissible by applicable law, to the authorized requesting individuals, insurance companies, and other third-parties upon receipt of a valid written authorization signed by a patient. Upon request by QuadMed, Client shall cooperate with QuadMed in obtaining the written authorization of Participants necessary for QuadMed to disclose Health Information to Client in accordance with applicable law.

V. COMPENSATION.

A. Fees and Charges. Client agrees to pay the Fees and Charges as outlined in each applicable Schedule A (Statement of Work or SOW) for the applicable Center.

1. Implementation and Start Up Cost. Client will pay QuadMed a fee related to the cost for the implementation of Services at the Center(s) as set forth on the applicable SOW ("Implementation and Start Up Cost"). The Implementation and Start Up Cost will begin upon the listed effective date and be invoiced in accordance with section B below.

2. Monthly Program Fee. The fixed monthly program fee will begin when (a) Center staff have been hired by QuadMed, and (b) Center staff have commenced providing

Center related Services in some capacity, as outlined in each SOW, which may occur no more than four (4) weeks ahead of the Center opening for in-person care. The fixed fee covers QuadMed's ongoing Center Services, including staff salaries and benefits (health, 401k matching, life insurance), training and education, travel, case management and operations resources, quality assurance, computer software and hardware, technical support, data analytics and reporting, malpractice insurance, and corporate expenses ("Monthly Program Fee"). Client will pay QuadMed the Monthly Program Fee in accordance with section B below. QuadMed will annually increase the Monthly Program Fee by four percent (4%) effective the first (1st) day of January each calendar year during the Term.

3. Charges Not Included in Fees. Client will pay QuadMed additional cost and expenses not included in the Monthly Program Fee or Implementation and Start Up Cost, including without limitation disposable supplies, medications used in the Center(s), offsite services such as lab, facility costs including construction, rent, HVAC, waste removal, water and sewer, utilities, phone/fax, internet, equipment, maintenance and janitorial ("Cost and Expenses"). Purchasing discounts are applied where applicable. These Cost and Expenses will be invoiced by QuadMed in accordance with section B, below.

B. Invoicing.

1. Operational Invoicing. Beginning as of the Effective Date, QuadMed shall issue invoices to each Participating Entity, prorated according to each entity's Percentage Utilization, for the Services outlined in each SOW, setting forth the monthly amount owed to QuadMed for the following: (a) fifty percent (50%) of the Implementation and Start Up Cost, as applicable; (b) the Monthly Program Fee; (c) the Costs and Expenses; (d) any other amounts due from Client, and (e) credits due to Client. As applicable, the remaining Implementation and Start Up Cost will be invoiced by QuadMed sixty (60) days after the Center staff are onsite at the Center(s) providing Services outlined in each SOW to eligible Participants. The applicable Implementation and Start Up Cost will be invoiced by QuadMed separately.

   a. Percentage Utilization means the percentage allocation of costs and expenses as between the Participating Entities, which may be adjusted annually by mutual agreement of the Parties. If the Parties are unable to agree, QuadMed shall use the allocation from the previous year. The initial allocation shall be as follows:

Sheboygan County	31%
City of Sheboygan	16%
Sheboygan Area School District	52%
Town of Sheboygan, Wisconsin	01%
TOTAL:	100%

   b. In the event any Participating Entity ceases its participation or withdraws from this Agreement for any reason, that Participating Entity's percentage allocation, as reflected above or as subsequently amended, shall be proportionally reallocated to the remaining Participating Entities.

2. Payment Terms. Client shall pay invoices within thirty (30) days of the invoice date. Payment from Client will be made by direct deposit, wire transfer, or ACH into the designated QuadMed or Provider accounts, as designated by QuadMed.

3. Intentionally Omitted.

4. Right to Audit. No more than once per contract year, and within sixty (60) days of termination of this Agreement, Client shall have the right, upon reasonable advance notice to QuadMed, to have a mutually agreed upon independent certified public accounting firm, bound by a non-disclosure agreement agreed to by QuadMed, audit and review, during normal business hours, the documentation retained by QuadMed to support the invoices submitted by QuadMed in the prior contract year to determine the accuracy of such invoices, excluding information relating to other Clients or subject to QuadMed's third-party confidentiality obligations. The cost of any such audit shall be borne solely by Client provided, however, that if the results of any audit show that QuadMed or Provider has charged Client more than twenty percent (20%) above the actual amount owed by Client for the total amount invoiced by QuadMed, then QuadMed shall pay all reasonable costs of such audit. If such audit indicates an overpayment by Client, then QuadMed shall refund to Client an amount equal to such overpayment in a single lump-sum cash payment not less than sixty (60) days after QuadMed receives such audit results in the form and substance reasonably satisfactory to QuadMed that substantiates such over charge. QuadMed may also elect to provide Client with certain non-confidential information and calculations reasonably requested by Client to support the invoices issued by QuadMed.

VI. RELATIONSHIP OF THE PARTIES.

A. Independent Contractors. Client and QuadMed are independent contractors, and as such they will remain professionally and economically independent of the other. QuadMed and Client are not, and will not be deemed to be, joint venturers, partners, or employees of each other. Client will not have any authority to bind QuadMed or the Providers of the Services. Client will not interfere with the business operations of QuadMed, nor otherwise control or direct the methods by which QuadMed and its employees and contractors will perform their duties and obligations arising hereunder. Client will not be allowed in any restricted or non-public areas of the Center(s) and QuadMed's facilities without express permission from QuadMed for purposes of compliance with Privacy Laws.

B. No Withholding. The Parties acknowledge and agree that Client will not withhold from the payments to QuadMed due under this Agreement any sums for income tax, unemployment insurance, social security or any other withholding. Client will be responsible for the preparation and filing of any and all federal and state tax returns required to be filed by Client. The Parties acknowledge that QuadMed will not prepare, or act as accountant or tax advisor, to Client, related to any such tax preparation or filings. Client will retain its own accountant for tax preparation and filings. QuadMed will provide, within sixty (60) days of Client's reasonable written request, the information reasonably requested by Client for Client or its health plan to file a Form 5500.

C. Exclusivity. Unless otherwise agreed by the Parties, QuadMed will have the sole and exclusive right to provide and/or procure the professional and management Primary Care Services for the Center(s) during the term of this Agreement. During any Term of this Agreement, QuadMed will have the first right of opportunity for new onsite or near-site Center(s). In the case of an acquisition by Client where an onsite or near site center is already in place, QuadMed will be given the opportunity to replace that Center on contract renewal, expiration, or termination.

D. Agency. The Parties acknowledge and agree that, in certain states, QuadMed will not provide the primary care or other related healthcare services and, in such states, QuadMed may contract with the Client to provide agency services whereby QuadMed may act as a Client's agent and on such Client's behalf for the purpose of procuring the primary care services from one or more professional associations, professional corporations, or independent contractors ("Agency Services").

E. Participating Entity Commitments. Each Participating Entity identified in the preamble above shall be bound by the terms of this Agreement and any applicable Statement of Work ("SOW"), amendment, or schedule executed by such Participating Entity. The execution of a SOW or amendment by a Participating Entity shall constitute that entity's agreement to be individually bound by the terms therein, without requiring execution by the other Participating Entities. Unless otherwise expressly stated, the rights and obligations under any SOW or amendment shall apply only to the Participating Entity executing such document.

F. Client Coordination and Internal Allocation. Unless otherwise expressly stated, any reference to "Client" in this Agreement shall be deemed to refer collectively to the Participating Entities. The Participating Entities shall be solely responsible for coordinating among themselves with respect to any shared rights, obligations, or entitlements under this Agreement. For example, where title to supplies, equipment, or other deliverables passes to Client upon payment in full, QuadMed shall have no responsibility or liability for how such items are allocated, distributed, or managed among the Participating Entities. QuadMed shall not be required to resolve disputes or administer internal arrangements between the Participating Entities.

VII. CONFIDENTIALITY.

The Parties expressly acknowledge that during the course of this Agreement, each Party, its affiliates, and their respective directors, officers, employees, and agents, may have access to trade secrets, proprietary information, personally identifiable information, and confidential information regarding the other Party, the providers, the other Party's business, and/or the jointly conducted activities of the Parties including, but not limited to, patient volumes, ideas, know-how, technology, inventions, business plans, strategic plans, marketing plans, policies, processes, and methods of doing business, and other non-public information (the "Confidential Information"). The Parties expressly agree that both during the term of this Agreement, and after termination, each Party, its affiliates, and their respective directors, officers, employees, and agents will hold any and all Confidential Information in strict confidence and will protect and preserve the confidential and proprietary nature of all Confidential Information with the same degree of care used by the receiving Party to protect its own information of a like nature, and in all events using reasonable care. Neither Party will disclose Confidential Information to any of its affiliates, directors, officers, employees, and agents unless such person has (i) a bona fide need to know the information to facilitate the purpose of this Agreement and (ii) been informed of the confidentiality obligations hereunder. Each Party will be responsible for any breach of this Agreement by any of its respective affiliates, directors,

officers, employees, and agents. Neither Party will disclose Confidential Information to any other third-party without the express prior written consent of the other Party. The confidentiality obligations set forth in this Section will not apply to information that the receiving Party demonstrates by contemporaneous written records (i) was publicly available at the time of disclosure by the disclosing Party or became publicly available other than as a result of any act or omission on the part of the receiving Party; or (ii) was legally disclosed to receiving Party by a third-party that owes no obligation of confidentiality to the disclosing Party or its affiliates or to the providers or their affiliates, or (iii) is developed by the receiving Party independently without reference to the Confidential Information. Each Party shall comply with all applicable law and/or and regulations concerning confidentiality of all medical records. The provisions of this Section shall survive the termination of this Agreement. The Parties understand and acknowledge and agree that in the event of a breach or threatened breach of the promises in this Section, the other Party will suffer irreparable injury for which there may be no adequate remedy at law. Such other Party will therefore be entitled to seek injunctive or equitable relief from the courts without bond to enjoin the Party committing the breach from engaging in activities in breach of this Agreement.

VIII. OWNERSHIP OF INTELLECTUAL PROPERTY, MARKS AND DATA.

A. Intellectual Property. The Parties acknowledge and agree that any and all data, materials, and documentation originating with each Party, including any and all policies, procedures, data, documentation or other materials, shall be owned by that Party. Any data, materials and documentation prepared by QuadMed in the day-to-day management and operation of the Center(s) pursuant to this Agreement shall be owned by QuadMed. QuadMed and Client may jointly develop materials (the "Jointly Developed Materials") and QuadMed shall own and have title to all Jointly Developed Materials; provided however, that QuadMed hereby grants Client a perpetual, irrevocable, fully paid up, non-exclusive, non-transferable, limited license to use the Jointly Developed Materials and such license to use the Jointly Developed Materials will survive termination of this Agreement.

B. Marks. Any and all trademarks, service marks, trade names, logos, or other identifiers owned or licensed by QuadMed that QuadMed uses in connection with its Services or the Software (the "Marks") are at all times and shall remain the exclusive property of QuadMed. Nothing contained herein shall be deemed to give Client any right, title, or interest in any of the Marks. Nothing contained herein shall be deemed to give QuadMed any right, title or interest in any of Client's trademarks, service marks, trade names, logos or other identifiers owned or licensed by Client.

C. Data. As between QuadMed, Provider and Client, QuadMed exclusively owns to the extent permissible by applicable law all rights to data or information about Participant obtained or generated by QuadMed or Provider ("QuadMed Data"). To the extent allowable by law, QuadMed hereby grants Client's health plan a perpetual, royalty-free, irrevocable, non-transferable license to the QuadMed Data for Client to use the QuadMed Data. As between QuadMed, Provider and Client, Client exclusively owns to the extent permissible by applicable law all rights to data or information about Participant generated exclusively by Client ("Client Data"). To the extent allowable by law, Client hereby grants QuadMed or Provider, as applicable, a perpetual, royalty-free, irrevocable, non-transferable license to the Client Data for QuadMed to use the Client's Data. Client Data or QuadMed Data are collectively referred to as "Data" and does not include Health Information.

IX. TERM AND TERMINATION.

A. Term. The initial term of this Agreement, for each of the Participating Entities (i) Sheboygan County, a Wisconsin governmental body; (ii) the City of Sheboygan, a Wisconsin municipal corporation; and, (iii) the Sheboygan Area School District, a Wisconsin public school district will be for a period of three (3) years commencing on the Effective Date. After the initial term, this Agreement will automatically renew for successive one (1) year terms, unless either Party declines renewal by providing the other Party with written notice at least one hundred and eighty (180) days prior to the renewal date. Rates may be adjusted upon renewal in accordance with Section V of this Agreement. The Parties, including each Participating Entity, acknowledge that the initial term of this Agreement, as relates only to the Town of Sheboygan, Wisconsin, shall be one (1) year.

B. Material Breach. In the event of a material breach by one Party, the non-breaching Party may terminate this Agreement to the extent such breach is not cured within thirty (30) days after the non-breaching Party provides written notice of its intent to terminate the Agreement due to the breach, or if such breach cannot be reasonably cured within thirty (30) days, cure has not been diligently commenced within such thirty (30) day period or has not been completed with ninety (90) days.

C. Termination for Bankruptcy. Either Party may terminate this Agreement immediately upon written notice if the other Party makes an assignment for the benefit of creditors, files a voluntary petition for bankruptcy or reorganization, is adjudicated bankrupt or insolvent or applies for or consents to the appointment of a receiver for it or its property.

D. Termination Upon Legal Prohibitions of Relationship. In the event that any federal, state, or local law or regulation prohibits the relationship of the Parties as presently structured under this Agreement, the Parties will make a good faith effort to alter their relationship and modify this Agreement to the minimum extent necessary to comply with such newly enacted law or regulation. If, after diligent good faith efforts, the Parties are unable to mutually agree within ninety (90) days upon such modification, or if such modification is not legally possible, then this Agreement may be terminated by either Party upon ninety (90) days prior written notice.

E. Termination upon Expiration or Termination of Space Lease. In the event that any lease for Center space expires or terminates for any or no reason, QuadMed may at its option, terminate a Center SOW and associated Services or terminate this Agreement in its entirety. If QuadMed does not elect to terminate, then QuadMed and Client shall collaborate promptly and with all due diligence to locate and secure alternative Space to relocate the affected Center(s). QuadMed shall provide Client with notice of expiration or termination of any Space lease promptly. The Parties acknowledge that some or all of the affected Center Services may be suspended during any such period of transition. The Parties shall collaborate in good faith on an implementation workplan, timeline, budget, and protocols for any Center space relocation.

F. Effect of Termination. The Parties will be subject to the terms and conditions set forth in this Section upon the termination of this Agreement.

1. Survival. Upon the effective date of termination of this Agreement, QuadMed and Client will thereafter be automatically relieved and released from all further liability and obligation thereunder, except for the obligations set forth in this Article/Section

IX, Sections III (B), (C), and (D) (Equipment, Supplies, Software); Article/Section IV (Medical Records), Article V (Compensation); Article VI/Section (Relationship of the Parties); Article VII/Section (Confidentiality); Article/Section VIII (Intellectual Property, Marks, and Data); Article/Section XI (Indemnification and Limitation of Liability); Article/Section XII (B) (Disclaimer); Article/Section XIII (General Provisions), and any other provisions that, by their terms, should survive.

2. Return of Proprietary Property. Except as provided in this Agreement, upon termination each Party shall immediately discontinue the use of and shall promptly return, destroy and/or restore to the applicable Party all originals and copies in possession of the other Party of all of each Party's property, including all of its information and materials, whether or not covered by copyright, service mark and trademark rights. Such information and materials may include, without limitation, its logo, systems, forms, form contracts, policy manuals, marketing and public relations materials relating to QuadMed or the management of the Center(s).

3. Return of Software; Transfer of Data. Immediately upon termination of this Agreement, Client will cease to use all Software and will return to QuadMed the Software, all related documentation and computer programs and any copies thereof. Upon request and subject to applicable law, if any Health Information is transferred to a new provider, or to Participants, Client will pay the costs for such Health Information transfer based on the nature of the transfer request.

4. Transition Services. At the expiration or termination of the Agreement (or any of the Center(s)) the Parties will agree to outline, in writing, the applicable transition related services, timelines and associated costs, to be provided by QuadMed to Client ("Transition Services"). Such Transition Services will be mutually agreed to by the Parties prior to QuadMed commencing Transition Services. If the Parties are unable to mutually agree to Transition Services, QuadMed, in its sole discretion, will provide certain services, with corresponding costs, to Client associated with the expiration or termination of the Agreement (or any of the Center(s)) to ensure appropriate transition of services in accordance with QuadMed policies, procedures as well as patient and provider care standards and applicable laws and regulations.

5. Provider Cost. In the event that this Agreement (or any of the Center(s)) terminates under circumstances such that QuadMed is not afforded at least a ninety (90) days' advance formal written notice, Client will pay the compensation-related costs of Providers at the applicable Center(s) for the number of days less than ninety (90) between the date QuadMed receives formal written notice from Client and the date of termination of this Agreement (or of the applicable Center(s)).

X. INSURANCE.

A. General Liability Insurance. QuadMed and Client, each at their sole cost and expense, will each procure and maintain general liability insurance in limits of at least one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate, protecting each Party against any claim

for Bodily Injury or Property Damage. Each Party will include the other as an additional insured under their respective general liability policies.

B. Medical Professional Liability Insurance. QuadMed will procure and maintain medical professional liability insurance covering its employed health care providers in the sum of one million dollars ($1,000,000) per incident; three million dollars ($3,000,000) aggregate or such other amount as may be required by applicable state law.

C. Workers Compensation Insurance.

1. QuadMed, at its sole cost and expense, will procure and maintain in full force and effect workers compensation coverage for its employees under the workers' compensation laws of the applicable State, and Employer's Liability limits of one million dollars ($1,000,000) per occurrence, one million dollars ($1,000,000) per employee for bodily injury caused by disease, and one million dollars ($1,000,000) aggregate.

2. Client, at its sole cost and expense, will procure and maintain in full force and effect workers compensation coverage for its employees under the workers' compensation laws of the applicable State, and Employer's Liability limits of one million dollars ($1,000,000) per occurrence, one million dollars ($1,000,000) per employee for bodily injury caused by disease, and one million dollars ($1,000,000) aggregate.

D. Personal Property Insurance. Client, at its sole cost and expense, will insure or obtain insurance for the personal property, including the furniture, fixtures, equipment, and supplies located in the Center(s), for the full insurable replacement value of such furniture, fixtures, equipment, and supplies. Such insurance will insure against all risk of loss for not less than the full replacement value.

E. Fire and Premises Insurance. Client, at its sole cost and expense, will insure or obtain insurance for the Center premises and related buildings, if those premises are either owned by or leased by Client.

F. Loss Payee. Client will include QuadMed as a Loss Payee on any "all risk" property policy to the extent of QuadMed's interest.

G. Notice of Change in Coverage. The insurance coverage required under this Agreement will not be canceled, modified, reduced, or otherwise materially changed, except upon thirty (30) days prior written notice to the non-procuring Party.

H. Proof of Insurance. QuadMed and Client will each furnish the other Party with Certificates of Insurance for all policies required under this Section as evidence of the insurance coverage to be procured pursuant to this Agreement. On an annual basis, and also at such times as a Party may reasonably request, QuadMed and Client will each provide the other Party with Certificates of Insurance to establish that the insurance required pursuant to this Agreement continues to be maintained by the Party providing such Certificate of Insurance, and that such insurance is in full force and effect.

I. Additional Insurance; Blanket Policies. Any Party hereto may obtain for its own account, and solely at its own expense, any insurance not required under this Agreement. QuadMed may provide by blanket insurance, covering the Center(s) and any other location or locations, any insurance required or permitted under this Agreement.

XI. INDEMNIFICATION AND LIMITATION OF LIABILITY.

A. Indemnification. Each Party ("Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party and its affiliates ("Indemnified Party") from and against any and all third-party claims for personal injury or death or property damage to the extent directly arising out of or resulting from the negligence or willful misconduct of Indemnifying Party or Indemnifying Party's employees.

B. Limitation of Liability. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 345.05, 893.80, and 895.52. Notwithstanding any other provisions of this Agreement to the contrary, the liability of QuadMed arising out of or related to this Agreement, whether due to negligence, breach of contract, or any other claim at law or equity, will not exceed the amounts paid to QuadMed pursuant to this Agreement in the twelve (12) month period preceding the event giving rise to the liability. IN NO EVENT WILL QUADMED BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST SALES OR PROFITS.

XII. WARRANTIES AND DISCLAIMER.

A. Warranties. QuadMed represents and warrants that all Services to be provided by QuadMed under Agreement will be performed in a professional, competent, and timely manner by appropriately qualified personnel in accordance with the provisions of this Agreement and consistent with professional medical quality and ethical standards prevailing in the community.

B. Disclaimer. QuadMed does not warrant uninterrupted or error free operation of or access to any software, computers, hardware, MONITORS, SUPPLIES OR EQUIPMENT, including, WITHOUT LIMITATION, any VIDEO monitors AND EQUIPMENT, which, if provided, are provided "as is." EXCEPT AS PROVIDED HEREIN, QUADMED MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATED TO ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT.

XIII. GENERAL PROVISIONS.

A. Schedules. The attached Schedules constitute a material part of this Agreement and are to be construed as incorporated in this Agreement and are made a part hereof. In the event of a conflict between the terms of this Agreement and the terms of a Schedule, the terms of the Agreement will prevail.

B. Subject Headings. The subject headings of the sections of this Agreement are included for purposes of convenience only and will not affect the construction or interpretation of any of the provisions of this Agreement.

C. Compliance with Law. Each Party agrees to comply with all applicable laws and regulations, including, without limitation, HIPAA. Nothing in this Agreement will be construed to require

QuadMed to take any actions in violation of any applicable federal or state laws or regulations or to disclose any information in violation of HIPAA or other applicable law.

D. Non-Solicitation. Unless otherwise mutually agreed to in writing by the Parties, Client agrees that during the term of this Agreement and for a period of twelve (12) months after the termination of this Agreement, Client will not directly or indirectly recruit, hire, or attempt to recruit or hire any employee or contractor of QuadMed, including employees or contractors who worked at or provided Services onsite for any of Client's Center(s). If Client breaches the covenant set forth in this section, Client agrees to pay all costs (including reasonable attorneys' fees) incurred by QuadMed in establishing that breach and in otherwise enforcing the covenant set forth in this Section. If a court determines that this Section contains an unenforceable restriction, the court is requested and authorized to revise this Section to include the maximum restriction allowed under applicable law. The provisions of this Section shall survive the termination of this Agreement.

E. Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any person other than the Parties to it and their respective successors and assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement.

F. Binding Agreement; Assignment; Subcontracting. This Agreement will be binding upon, and will inure to the benefit of, the Parties to it and their respective legal representatives, successors and assigns. No Party may assign this Agreement without the prior written consent of the other Party; provided, however, that notwithstanding the foregoing, QuadMed will have the right to assign this Agreement, or its rights and duties under this Agreement, to a company which owns a majority interest in QuadMed, an affiliate, or to a wholly owned subsidiary corporation or company. QuadMed will have the right to subcontract with any other Parties, including affiliates or subsidiaries of QuadMed, for the performance of various aspects of its obligations hereunder.

G. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein, and this Agreement supersedes all prior and contemporaneous agreements, representations and understandings of the Parties which relate to the subject matter of this Agreement, including without limitation any Statement of Work or proposal. No supplement, amendment or modification of this Agreement will be binding unless executed in writing by all of the Parties. Any subsequent agreement, exhibit, schedule, proposal, or statement of work relating to the subject matter hereof shall be subject to this Agreement.

H. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin; provided that all medical, health, and wellness services, and related agency and management services provided in connection with each Center(s) shall be performed in accordance with and governed by, construed, and enforced in accordance with the laws, regulations, and rules of the applicable state in which the Center(s) is located.

I. Equitable Relief. The Parties agree that the remedy at law may be inadequate for a breach of certain provisions of this Agreement. The Parties further agree that either Party may be entitled to an injunction and any other appropriate equitable relief to enforce its rights. Such remedies will be in addition to any and all other remedies which such Party may have.

J. No Waiver. A Party's waiver of a breach of any provision of this Agreement does not waive any subsequent breach by the other Party, nor does a Party's failure to take action against any other similarly situated third-party for similar breaches operate as a waiver by such Party of a breach.

K. Severability. If any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected.

L. Contingency Planning. The Services which are the subject of this Agreement require collaboration between the Parties. Therefore, each Party will maintain business continuity plans and procedures for the continuity of the Services that meet all the requirements of Laws, will make those plans and procedures available to the other Party on request, and will provide the other Party with reasonable prior written notice of any contemplated changes in the plans and procedures that might adversely affect the Services. Each Party commits to the other to collaborate and implement its continuity plan in response to any material disruption in its business that impacts the Services. Each Party will use diligent efforts to resume operations promptly after the occurrence of any event that materially disrupts the Services and/or such Party's operations. A Party shall not be considered in breach of this Agreement or otherwise penalized to the extent that the failure to perform is caused by any act or omission of the other Party or any Force Majeure event. "Force Majeure" event means acts of God, fire, explosion, terrorism, serious civil disorder, war, hostilities and embargos, pandemic, or other declared public health emergency, and where any such events cannot be reasonably be mitigated through the implementation of a disaster recovery or crisis management plan without additional cost (unless the Parties mutually agree to a budget adjustment to cover the additional cost). A Force Majeure event does not include changes in market conditions, insufficiency of funds, unavailability of equipment or supplies or strikes, work-to-rule actions, go-slows or similar labor difficulties involving a Party.

M. Notices. All notices or demands under this Agreement must be in writing and must be served personally or by overnight carrier or by registered or certified mail, return receipt requested, addressed to either Party at its address set forth below or to such other address or Party as may be provided in writing for this purpose.

If to QuadMed:	If to Client:
Quad/Med, LLC Attn: CEO W227 N6103 Sussex Road Sussex, WI 53089	See Signature Block, below.
With a Copy to: Quad/Graphics, Inc. Attn: Legal Department N61 W23044 Harry's Way Sussex, WI 53089	

N. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Any

counterpart signature transmitted by facsimile or by sending a scanned copy by electronic mail or similar electronic transmission shall be deemed an original signature.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement to be effective as of the Effective Date first written above.

QUAD/MED, LLC

By: _____

Name: _____

Title: _____

Date: _____

PARTICIPATING ENTITIES:

Sheboygan County, a Wisconsin governmental body

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice Purposes:

_____

City of Sheboygan, a Wisconsin municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice Purposes:

_____

Sheboygan Area School District, a Wisconsin public school district

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice Purposes:

_____

Town of Sheboygan, Wisconsin

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice Purposes:

_____

QuadMed

ATTACHMENTS TABLE

Schedule A	Health Center Statement of Work
Schedule B	Sample Change Order
Schedule C	Compensation
Schedules D, 1 through 4	Eligibility

SCHEDULE A
HEALTH CENTER STATEMENT OF WORK

CENTER NAME AND ADDRESS:

o Existing Center		✓ New Center
Center Name:	Sheboygan InHealth Clinic by QuadMed	
Center Address:	615 Pennsylvania Ave., Suite 3, Sheboygan, WI, 53081	

STAFFING PLAN: The following is a listing of the staff that may be provided at the Center by QuadMed or Provider as applicable to the extent permitted by applicable law and/or and regulations:

Staff	FTE
Nurse Practitioner/Physician Assistant	2.0
Medical Assistant	3.0
Chiropractor	1.0
Total Weekly Health Center Staff FTE	6.0

CENTER HOURS OF OPERATION:

Weekly Total Hours:	To be determined by mutual agreement, no fewer than 40 hours per week

SERVICES: Services are provided to the extent permitted by applicable law and/or and regulations in accordance with the licensure and other qualifications of the staff at the Center and subject to Equipment and Supplies available at the Center. In accordance with the foregoing, certain Services may be provided virtually by Center staff and similarly qualified remote staff during times Center staff is unavailable, including without limitation absences of Center staff due to illness, vacation or separation from employment.

SERVICE	✓	DESCRIPTION OF SERVICES
Center Implementation Services:		Center Implementation Services and associated charges are set forth in the Parties' mutually agreed upon Implementation Budget for the Center. Center Implementation Services relate only to the initial Statement of Work for the Center, unless the Parties otherwise agree in writing.

Primary Care Center Services:	Services Typically Include: • Preventive care / physical examinations including school, sports, camp, well-woman, and well-man exams • Routine immunizations including, flu shots, tetanus, hepatitis • Allergy shots • Specialist e-consult/referral management services • Routine lab services and biometric screenings • Basic condition management and monitoring • Non-emergency urgent and acute care services for personal medical conditions such as for cough, cold, flu, minor suturing, and other minor primary care procedures • Coordination of referrals for specialist visits or additional diagnostics and follow up • Scheduling appointments; general questions; telephonic nursing for common ailment calls which may include interviewing, assessment/evaluation, guidance, and/or referral

OTHER HEALTH CENTER AND PROGRAM SERVICES		DESCRIPTION OF SERVICES
Population Health and Wellness Service Program	X	Flu Events (see Flu Events detail in Services Attachment, as applicable)

Revenue Cycle Management Program		Encounter data report to Client's designated data aggregator(s)
		Collection of Center Access Fee (Co-Pays)
	X	Collection of Center Access Fee (Co-pays) and Filing Payor claims on behalf of Client and Participant balance statement preparation and payment processing (no debt collection activities)
		Collection of Center Access Fee (Co-pays), and, Filing Payor claims on behalf of Client, and, Participant balance statement preparation; and, Payment processing (no debt collection activities); and, Payor remittance processing; and, Payor payment posting

ANCILLARY SERVICES (Check as applicable):		
QuadMed Provides	Client Provides	Service
	X	Facility Security
X		Janitorial Services
X		General Waste removal
X		Biohazard Waste removal
X		Laundry Services
X		Medical gasses
X		Reference Laboratory Charges

BUDGET(S):

QuadMed Implementation Budget: See Schedule C, below.

QuadMed Initial Budget: See Schedule C, below.

OTHER TERMS APPLICABLE TO THIS SOW:

Receipt of Data for Analysis and Reporting:
Client agrees that Client and/or the Client's identified Business Associate(s) will disclose or permit disclosure and use of minimum necessary PHI data to QuadMed and/or QuadMed's identified Business Associate(s). Such PHI data shall include, but not be limited to, any detailed medical and pharmacy benefit management (PBM) claims data for all of Client's employees and dependents to be received for healthcare operations and payment purposes, which shall be deemed as Health Information as defined in the Agreement. Such data will be disclosed in furtherance of specified legally allowable purposes in accordance with the Services under the Agreement, including without limitation, for QuadMed to develop analytic reports, statistics, benchmark data, and similar evaluative assessments to support Client's benefit development, total population health analysis, health care services utilization and payment evaluation, health care delivery and operations, quality assessments, and reimbursement.

Client acknowledges and agrees that QuadMed will administer flu vaccines to QuadMed health center staff utilizing center equipment and supplies and the associated costs of such will continue to be covered by the Client's Annual Budget.

QuadMed

SCHEDULE B
SAMPLE CHANGE ORDER

Change Order
To
_____entered into on _____, 201_ by and between Quad/Med, LLC and _____.
Change Order No: _____ Date Submitted: _____, 201_

The Parties agree to amend the current services, fee schedules, staffing, hours of operation, Budgets and the Agreement as outlined in this Change Order. Such changes may also impact the schedules, the targeted opening dates or other timelines previously discussed. QuadMed shall not be required to provide the services set forth in this Change Order unless the Parties have otherwise mutually agreed on payment terms. Change Orders not returned and approved in writing by both Parties within thirty (30) days from the date submitted shall be deemed to be rescinded. If there is a conflict between the terms of the Change Order and the Agreement, the terms of this Change Order shall prevail. All other terms of the Agreement shall remain in full force and effect. All capitalized terms herein shall have the same definition as outlined in the Agreement.

Please check all that apply.

☐ STAFF:

Requested Change	Staff	Center	FTE
☐ Delete ☐ Add Effective Date:_____			

☐ NEW CENTER HOURS OF OPERATION:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

☐ CHANGE IN SERVICES:

☐ Yes (See Attachment __) ☐ No Effective Date:_____

☐ ANNUAL or CHANGE IN BUDGET:

☐ Yes (See Attachment __) ☐ No Effective Date:_____

Other Notes/Comments: _____



_____	QUAD/MED, LLC
Sign: _____	Sign: _____
Print: _____	Print: _____
Title: _____	Title: _____
Date: _____	Date: _____

QuadMed

SCHEDULE C
COMPENSATION

Detailed Onsite Clinic Costs and Projected Utilization			
Annual Operating Costs		**Updated**	
Salaries, Wages, and Benefits	**2026**	**2027**	**2028**
Physician Oversight	27,040	28,122	29,246
Nurse Practitioner	310,916	322,836	335,233
Registered Nurse	-	-	-
Chiropractor	120,000	124,800	129,792
Medical Assistant	100,000	104,000	108,160
Medical Assistant/Health Center Manager	60,000	62,400	64,896
Replacement Costs			
Staff benefits, taxes, retirement, STD, LTD and PTO	203,623	211,610	219,916
Total Salaries, Wages and Benefits (should equal sum from Exhibit B)	**821,579**	**853,767**	**887,242**
Medical Supplies	**2026**	**2027**	**2028**
Medical Supplies	10,986	13,623	16,453
Pharmaceutical Supplies	-	-	-
Immunizations/Vaccinations	53,113	59,005	65,283
Total Medical Supplies	**64,099**	**72,628**	**81,737**
Supplies + Fees	**2026**	**2027**	**2028**
Office Supplies	4,137	5,140	6,216
Lab Supplies	1,686	2,631	3,832
Reference Lab Services	5,620	8,433	11,811
Technology Services	15,720	16,349	17,003
Computer Supplies	58,521	59,919	61,372
Datalines	3,000	3,000	3,000
IT Security (Technology Services)	4,400	4,576	4,759
Payment Processing Fees	-	-	-
Total Supplies and Fees	**93,084**	**100,048**	**107,994**
Insurance	**2026**	**2027**	**2028**
Medical Malpractice Insurance	12,600	13,104	13,628
Other Insurance	-	-	-
Total Insurance	**12,600**	**13,104**	**13,628**
Other Expenses	**2026**	**2027**	**2028**
Dues & Subscriptions	-	-	-
Licenses & Certifications	1,500	1,500	1,500
Staff Recruitment	-	-	-
Laundry & Uniforms	3,103	3,855	4,662
Medical Waste Removal	1,200	1,248	1,298
Professional Development (Education & Conference)	12,840	12,840	12,840
Promotion & Communication	8,870	9,130	9,401
Travel	5,600	5,824	6,057
Participant Services (Nurse Triage, e-Consults)	8,471	10,131	11,792
Equipment Maintenance and Replacement	5,000	5,200	5,408
Janitorial	14,650	15,236	15,845
Total Other Expenses	**61,234**	**64,964**	**68,802**
Management Fee	**2026**	**2027**	**2028**
General & Administrative Services	222,531	231,258	240,334
Management Fee	83,656	92,231	108,140
Total Management Fees	**306,187**	**323,489**	**348,475**
Total Fees			
Total Operating Expenses	**1,358,782**	**1,428,000**	**1,507,878**
Net Operating Expenses (Total Operating - Medical Supplies)	**1,294,683**	**1,355,372**	**1,426,141**
BAFO			
Credit $100k over 3 years	(50,000)	(25,000)	(25,000)
Total Fees after BAFO			
Total Operating Expenses	**1,308,782**	**1,403,000**	**1,482,878**
Net Operating Expenses (Total Operating - Medical Supplies)	**1,244,683**	**1,330,372**	**1,401,141**
Implementation			
Implementation Fees	-	-	-

QuadMed

SCHEDULE D – 1

Sheboygan County - Eligibility

ELIGIBILITY	DESCRIPTION OF ELIGIBILITY FOR CENTER PROGRAMS AND SERVICES:	
Eligible Individuals	Primary Care Medical Services	Flu Events
Employees part of a benefit program or plan (as indicated on the eligibility file and specified by program or plan)	X	
Eligible spouses and dependents of employees who are part of a benefit program or plan (as indicated on the eligibility file and specified by program or plan)	X	
All employees or prospective employees (as identified and communicated by Client)		X

QuadMed

SCHEDULE D – 2

City of Sheboygan - Eligibility

ELIGIBILITY	DESCRIPTION OF ELIGIBILITY FOR CENTER PROGRAMS AND SERVICES:	
Eligible Individuals	Primary Care Medical Services	Flu Events
Employees part of a benefit program or plan (as indicated on the eligibility file and specified by program or plan)	X	
Eligible spouses and dependents of employees who are part of a benefit program or plan (as indicated on the eligibility file and specified by program or plan)	X	
All employees or prospective employees (as identified and communicated by Client)		X
Retirees part of a benefit program or plan (as indicated on the eligibility file and specified by program or plan)	X	

QuadMed

SCHEDULE D – 3

Sheboygan Area School District - Eligibility

ELIGIBILITY	DESCRIPTION OF ELIGIBILITY FOR CENTER PROGRAMS AND SERVICES:	
Eligible Individuals	Primary Care Medical Services	Flu Events
Employees part of a benefit program or plan (as indicated on the eligibility file and specified by program or plan)	X	
Eligible spouses and dependents of employees who are part of a benefit program or plan (as indicated on the eligibility file and specified by program or plan)	X	
All employees or prospective employees (as identified and communicated by Client)		X

QuadMed

SCHEDULE D - 4

Town of Sheboygan - Eligibility

ELIGIBILITY	DESCRIPTION OF ELIGIBILITY FOR CENTER PROGRAMS AND SERVICES:	
Eligible Individuals	Primary Care Medical Services	Flu Events
Employees part of a benefit program or plan (as indicated on the eligibility file and specified by program or plan)	X	
Eligible spouses and dependents of employees who are part of a benefit program or plan (as indicated on the eligibility file and specified by program or plan)	X	
All employees or prospective employees (as identified and communicated by Client)		X