

MEAD PUBLIC LIBRARY BOARD OF TRUSTEES AGENDA

May 26, 2022 at 7:00 PM

Mead Public Library, Rocca Conference Room, 710 N 8th Street

Notice of the Mead Public Library Board of Trustees Meeting at 7:00 PM, THURSDAY, MAY 26, 2022 at Mead Public Library, Rocca Conference Room, 710 N 8th Street, Sheboygan WI.

Persons with disabilities who need accommodations to attend this meeting should contact Sydny Mehn at the Mead Public Library, (920) 459-3400 extension 2039 as soon as possible. Persons other than commission, committee, and board members who wish to participate remotely shall provide notice to Sydny Mehn at the Mead Public Library at 920-459-3400 extension 2039 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

- 1. Call to Order and Determination of Quorum Maeve Quinn, President. All trustees may attend the meeting remotely
- 2. Pledge of Allegiance
- 3. Public Comments [5 people at 5 minutes each. Commenters must be City residents or residents of non-libraries areas in Sheboygan County] (Please sign in prior to meeting)
- 4. Correspondence, Announcements, and Common Council Reports
- 5. Approval of Minutes April 28, 2022

COMMITTEE REPORTS

- 6. Review and Possible Action on Payment of Current Expenditures, Including Payroll and Special Revenues (Grants, Gifts, and Donations)
- 7. Receive 2022 Budget Status Report to Date

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

- 8. Discussion and Possible Action on 125th Anniversary
- 9. Discussion and Possible Action on Disc Repair Machine
- Discussion and Possible Action on Inservice Dates Fall: September 30 Spring: TBD
- 11. Discussion and Possible Action on Reserve Fund
- 12. Discussion and Possible Action on Fire Panel

13. Discussion and Possible Action on Job Description Questionaire Study

DIRECTOR'S REPORT

- 14. Discussion of Whole Person Librarianship Training
- 15. Update on Building Projects
- 16. Update on Services and Programming
- 17. Security Update
- 18. Monthly Statistics

LIAISON REPORTS

- 19. Monarch Library System Maeve Quinn
- 20. Mead Library Foundation Kathie Norman
- 21. Friends of Mead Sydny Mehn

ELECTION OF OFFICERS

- 22. Nominations From The Floor and Election of Officers for 2022-2023 (Closed Ballot Permitted) President Vice President
- 23. Remarks From Outgoing and Incoming Officers
- 24. Adopt Schedule of Meetings for 2022-2023
- 25. Appoint Finance Officer for 2022-2023
- 26. Confirm/Propose One But No More Than Two Trustees For Continued Service/Election As Directors of the Mead Public Library Foundation
- 27. Confirm/Propose Trustee to Serve On/For Appointment to The Monarch Board President
- 28. Appoint Standing Committee Chairs and Members As Set Forth In The Bylaws President
- 29. Appoint Ad Hoc Committee Chairs and Members As Set Forth In The Bylaws President

UPCOMING MEETINGS

30. Library Board of Trustees (06/23/22 @ TBD)

ADJOURN

31. Motion to Adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

City Hall • Mead Public Library
Sheboygan County Administration Building • City's website

CITY OF SHEBOYGAN

MEAD PUBLIC LIBRARY BOARD OF TRUSTEES MINUTES

Thursday, April 28, 2022

Notice of the Mead Public Library Board of Trustees Meeting at 7:00 PM, Thursday, April 28, 2022 at Mead Public Library, Rocca Conference Room, 710 N 8th Street, Sheboygan WI.

Persons with disabilities who need accommodations to attend this meeting should contact Sydny Mehn at the Mead Public Library, (920) 459-3400 extension 2039 as soon as possible. Persons other than commission, committee, and board members who wish to participate remotely shall provide notice to Sydny Mehn at the Mead Public Library at 920-459-3400 extension 2039 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

- Call to Order and Determination of Quorum Maeve Quinn, President. All trustees may attend the
 meeting remotely. Quinn called the meeting to order at 7:00 p.m. and determined a quorum.

 Members Present: Albrinck, Alvarez, Bulson, Campe, Guevara, Norman, Quinn, Speth, and Walton
 Members Absent: Salazar
 - Staff Present: DeAmico, Erickson, Mehn, and Prentice
- 2. **Pledge of Allegiance.** Quinn led the group in the pledge of allegiance.
- Public Comments [5 people at 5 minutes each. Commenters must be City residents or residents of non-libraries areas in Sheboygan County] (Please sign in prior to meeting) There was no public comment.
- 4. **Approval of Minutes.** Norman <u>moved</u> to approve the minutes from the 2/24/22 meeting. Speth <u>seconded</u>. The motion <u>passed</u>.
- 5. **Correspondence, Announcements, and Common Council Reports.** There was no correspondence, announcements, or Common Council reports.

COMMITTEE REPORTS

- 6. **Finance Committee Sherry Speth, Chair. Report of 4/28/22 Meeting.** Speth reported on the Finance meeting from 4/28/2022, noting the financials to be in good order. She noted that the library had received 2 grants and 1 donation.
- 7. Review and Possible Action on Payment of Current Expenditures, Including Payroll and Special Revenues (Grants, Gifts, and Donations). Bulson <u>moved</u> to approve the report, and payment of current expenditures including payroll, and special revenues. Albrinck <u>seconded</u>. The motion <u>passed</u>.
- 8. **Receive 2022 Budget Status Report to Date.** The 2022 budget report was received and found to be in good order.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

Item 5.

- Discussion and Possible Action: Proposed CIP Projects for 2022. DeAmico updated the committee on the current CIP projects. She noted that the fire alarm panel, which is being updated to the same system as the city, has been moved up to 2022 and the city will be paying for 50% of that. She also noted that the tuck pointing on the building has been moved up to 2022, and the city will be paying 100% of that cost. DeAmico discussed several additional projects, including a concrete path by the generator, a replacement hot water heater, some tiling updates to the front foyer, and A/V updates to the Loft, the Teen Center, and the Story Garden. The projects in total would cost approximately \$84,850. These projects would not go through the City's formal CIP process, but would be funded either through a combination of the operating budget, through reserve funds, or through donated funds. There was some discussion over what items should and should not be funded by the city, as well as discussion on timelines for project completions. Quinn moved to approve funding the audio-visual equipment updates at a cost of approximately \$47,000, with the funds to be taken from the 850 (donations) account. Guevara seconded. The motion passed. Quinn proposed that she would like to first have an opportunity to discuss these new issues with the city administrator, which occurred too quickly to be evaluated during the normal capital improvement cycle, to find out what other options are available. Quinn would like to explore that avenue first, and if there are no monies available, the board instructs the library director to utilize reserve funds. Walton moved to approve the concrete project, which will be paid for out of the existing maintenance budget in the amount of \$3,600. Additionally, the library and board leadership will explore other funding sources from the city to take care of the hot water heater in the amount of \$11,250, and the front tile/foyer project in the amount of \$23,000. If those funding opportunities are not funded for this year, then we will look at funding those items from the reserves. Norman seconded. The motion passed.
- 10. **Discussion and Possible Action: Patron Privacy Policy** Erickson discussed the changes to the Patron Privacy Policy, noting the wording differences and that patrons can opt out of e-content at any point. Albrinck **moved** to accept the policy changes as presented. Walton **seconded**. The motion **passed**.

DIRECTOR'S REPORT

11. Discussion of Assigned Reading - Whole Person Librarianship Prentice reminded the group that the reading was connected to the city library collective ARPA grant that we are part of with 11 other libraries in the state. The series involves working with the author to customize training for our staff and trustees. There will be two training sessions, one on May 19 and one on May 25. The discussion of the material brought out several concerns. Prentice noted one issue is that there are so few services in our community to refer people to, and the concern of mission creep. Norman discussed the lack of resources, noting the desire for a social worker on staff, but to have it funded by the city or the county, or to have buy in from other municipalities. She further noted that we are already such a resource, and this would be one more thing. Alvarez noted her concerns about mission creep, and wondered if there was the opportunity to partner with any local or regional schools to work with students who are studying social work. She also noted that when we were starting seeing these issues, she and Santino did meet with a few people in the community, including school district, the mayor, police and fire, and everyone is seeing an increase in these issues. Norman inquired about the suggested staff morale and support and how important that is. Prentice noted that it could be better, and a part of that is having more staff to better balance their desk hours and non-desk hours. Guevara shared that UW Milwaukee has the Helen Baylor School of Social Welfare that has service learners every term that is a good source of interns. He also discussed the service model at the Change Academy which has several Health and Human Services offices which house full time social workers on site. Trustees and other community supporters should be advocating for additional funding for the Health and Human Services Department so they can provide better service in these areas. Erickson noted the struggle of staff to fulfill the goals of the strategic plan when we don't have the resources. He indicated part of the board's role as we delve into updating the strategic plan would be to define the roles we want to take on at the library level. Norman noted that beginning in May there will be a new program at St. Luke's Methodist church

Item 5.

called Community Café that will offer hot meals to anyone that needs it, Monday through Friday. Can suggested looking for a retired social worker or counselor to help with this process as well. Campe will reach out to her contacts to see if she can make any connections. Father Bulson noted a few things; first the desire is there, but the resources are not. He also noted the power in our advocacy, and suggested that rather than competing for resources, we should collaborate with some of the other factions that have these needs, and call upon leadership for resources. He recommended advocating as a board and forming relationships with some of the other service providers in the area to form a larger advocacy group.

- 12. **Security Update** Prentice presented the security stats. She noted that five more categories have been added and will be updated before the next meeting which will provide more specific data. She discussed that there had been 17 major incidents in March that resulted in 8 exclusions of more than 10 days, and 2 calls to first responders. Lastly, she indicated that there were 2 cases currently that have indefinite exclusions, and the library is looking at to possibly ban for life. Erickson will be working with the city attorney to discuss the possibility, and Santino will be working on some policy language to bring back to the board.
- 13. Update on Architect Space Planning Project Erickson discussed the meetings with an architectural firm that specializes in libraries. The ultimate goal is to create a plan that can be presented to the building Use committee, and then we will start to come up with a true long-term plan for the best uses of library spaces.
- 14. **Update on Services and Programming** Prentice discussed the steady increase in programs and program attendance over the last month or two. She noted the WinterGreen event in March saw about 300 participants, and the Spring Break programs for children and families did quite well also. Looking ahead, Comic Con is coming up the first Saturday in May in celebration of free comic book day, and Summer Reading Program officially begins on May 23rd.
- 15. **Update on Building Projects** Erickson updated the group on the completion of the SE fence that was completed this month, as well as the donor wall completion. Lastly, he updated the group on the completion of the window treatments for staff areas. Upcoming projects include the previously discussed list.
- 16. **Monthly Statistics** Erickson discussed the monthly statistics, noting the uptick in programming. He displayed the 2019 stats, prior to COVID, and we are at about 70% of those stats, so it's on the upswing.

LIAISON REPORTS

- 17. **Monarch Library System Maeve Quinn** Quinn reported that her next meeting is in May, and that the Monarch Library System is currently looking at some of the changes in staffing.
- 18. **Mead Library Foundation Kathie Norman** Norman reported that the Foundation is moving forward with their fall and winter programming, including the Academy talks, the Advisory Committee, and the winter reception. She further discussed that the Foundation is looking at funding a staff scholarship, and detailed some of the requirements and specifics of that. Quinn further reported that the Foundation has allotted \$3000 towards the 125th anniversary projects.
- 19. **Friends of Mead Sydny Mehn** Mehn noted the current Gift of Reading campaign, noting that the Friends have so far raised \$2,735. She also noted that the Friends intend to participate in the 2022 Night Markets, the dates being June 24th, July 29th, and August 26th. Finally, Mehn noted that the Friends had also approved a scholarship for staff, which was detailed in the attached minutes, and will be announced to staff in conjunction with the Foundation's scholarship.

Item 5.

UPCOMING MEETINGS

20. **Library Board of Trustees (05/26/22 @ 7 pm)** Quinn reminded the board members that the May board meeting would be the annual election of officers, as well as the appointment of committee members.

ADJOURN

21. Motion to Adjourn Norman moved to adjourn the meeting. Walton seconded. The motion passed.

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

City Hall • Mead Public Library Sheboygan County Administration Building • City's website

MEAD PUBLIC LIBRARY - 2022 FINANCIAL REPORT

Account Balances as of: May 2022

P/Y APPROP -

		CURRENT YEAR				
ACCT	DESCRIPTION	ENCUMBERED	APPROP	SPENT	BALANCE	% SPENT
ADMINIST	RATIVE SERVICES					
510110	FULL TIME SALARIES - REG		511,174.00	163,157.72	348,016.28	31.92
310110	SUB TOTAL		511,174.00	163,157.72	348,016.28	31.92
			, - · · · · · ·	,	,	
510310	FICA		30,890.00	9,670.65	21,219.35	31.31
510311	MEDICARE		7,226.00	2,261.68	4,964.32	31.30
510320	WI RETIREMENT FUND		32,540.00	10,379.85	22,160.15	31.90
510340	HEALTH INSURANCE		141,704.00	45,519.64	96,184.36	32.12
510350	DENTAL INSURANCE		10,121.00	3,484.18	6,636.82	34.43
510360	LIFE INSURANCE		696.00	250.82	445.18	36.04
510400	WORKERS COMP		140.00	140.00	0.00	100.00
510410	UNEMPLOYMENT		0.00		0.00	
	SUB TOTAL	0.00	223,317.00	71,706.82	151,610.18	32.11
521100	BANKING FEES		1,350.00	769.79	580.21	57.02
521110	FINANCIAL SERVICE FEES		5,950.00	0.00	5,950.00	0.00
521400	ADVERTISING & MARKETING	0.00	9,400.00	0.00	9,400.00	0.00
521900	CONTRACTED SERVICES		23,400.00	7,483.40	15,916.60	31.98
	SUB TOTAL	0.00	40,100.00	8,253.19	31,846.81	20.58
525155	PROFESSIONAL DEVELOPMENT		4,000.00	0.00	4,000.00	0.00
527100	STAFF PARKING - CAR ALLOWANCE		12,036.00	8,908.29	3,127.71	74.01
32/100	SUB TOTAL	0.00	16,036.00	8,908.29	7,127.71	55.55
	SUB TOTAL	0.00	10,030.00	0,700.27	7,127.71	22,32
530100	OFFICE SUPPLIES		9,500.00	5,218.56	4,281.44	54.93
530130	POSTAGE & DELIVERY		5,000.00	2,540.14	2,459.86	50.80
330130	SUB TOTAL	0.00	14,500.00	7,758.70	6,741.30	53.51
	SOBTOTAL	0100	1 1,000.00	7,750170	0,7 11100	00101
538001	DONATION PURCHASES		2,000.00	3,404.08	-14,277.21	813.86
642500	OFFICE FURNITURE/FURNISHINGS		0.00	0.00	0.00	
0.0000	SUB TOTAL	0.00	2,000.00	3,404.08	-14,277.21	813.86
539997	MISC EXP FOR PARTNERS		1,000.00	0.00	1,000.00	0.00
	SUB TOTAL	0.00	1,000.00	0.00	1,000.00	0.00
590255	PARKING/SPECIAL ASSESSMENT		6,800.00	0.00	6,800.00	0.00
	SUB TOTAL	0.00	6,800.00	0.00	6,800.00	
ADMINIST	RATIVE COST CENTER TOTAL	12,873.13	814,927.00	263,188.80	538,865.07	32.30

ACCT	DESCRIPTION	P/Y APPROP - CURRENT YEAR ENCUMBERED	APPROP	SPENT	BALANCE	% SPENT
		Divoonibilitio	711 1 1101	OI LIVE	271271,102	70 OI DIVI
<u>PUBLIC SE</u>	RVICES					
ACCT	DESCRIPTION	P/Y APPROP - CURRENT YEAR	ABBOOD	OBERTOR	DALANCE	a/ OBENIT
ACCT	DESCRIPTION	ENCUMBERED	APPROP	SPENT	BALANCE	% SPENT
510110	FULL TIME SALARIES - REG SUB TOTAL		1,028,725.00 1,028,725.00	327,726.00 327,726.00	700,999.00 700,999.00	31.86 31.86
510310 510311	FICA MEDICARE		62,975.00 14,737.00	19,468.39 4,553.12	43,506.61 10,183.88	30.91 30.90
510320 510340	WI RETIREMENT FUND HEALTH INSURANCE		65,172.00 165,625.00	21,302.20 65,862.86	43,869.80 99,762.14	32.69 39.77
510350	DENTAL INSURANCE		10,988.00	4,118.36	6,869.64	37.48
510360 510400	LIFE INSURANCE WORKERS COMP		979.00 460.00	355.72 460.00	623.28 0.00	36.34 100.00
510410	UNEMPLOYMENT COMPENSATION SUB TOTAL	0.00	320,936.00	0.00 116,120.65	204,815.35	0.00 36.18
521800	PROGRAM SERVICES		10,000.00	0.00	10,000.00	0.00
521900	CONTRACTED SERVICES		40,200.00	45,604.77	-5,404.77	113.44
525155	PROFESSIONAL DEVELOPMENT		6,000.00	0.00	6,000.00	0.00
530205 538001	DISPLAYS DONATION PURCHASES		1,000.00	39.76 49,876.50	960.24 21,323.50	3.98 83.13
330001	SUB TOTAL	-11,200.00	117,200.00	95,521.03	32,878.97	81.50
538002	MATERIALS - ALL CATAGORIES	0.00	377,000.00	146,009.04	230,990.96	38.73
538100	OTHER CONTENT	0.00	82,000.00	53,547.19	28,452.81	65.30
542100 649200	PATRON REFUNDS EQUIPMENT REPLACEMENT	0.00	500.00 6,000.00	0.00	500.00 6,000.00	1.00
049200	SUB TOTAL	0.00	465,500.00	199,556.23	265,943.77	42.87
538000	TOTAL MATRL'S ACCTS	-11,200.00	465,500.00	295,077.26	298,822.74	63.39
PUBLIC SERVICE COST CENTER TOTAL		-11,200.00	1,932,361.00	738,923.91	1,204,637.09	37.66

		P/Y APPROP -				
ACCT	DESCRIPTION	CURRENT YEAR ENCUMBERED	APPROP	SPENT	BALANCE	% SPENT
ACCI	DESCRIPTION	ENCUMBERED	AFFROF	SPENI	DALANCE	70 SPEINI
SUPPORT S	SERVICES					
		P/Y APPROP -				
		CURRENT YEAR				
ACCT	DESCRIPTION	ENCUMBERED	APPROP	SPENT	BALANCE	% SPENT
510110	FULL TIME SALARIES - REG SUB TOTAL	0.00	382,913.00	122,921.06	259,991.94	32.10 32.10
	SUBTUTAL	0.00	382,913.00	122,921.06	259,991.94	32.10
510310	FICA	0.00	23,155.00	7,066.02	16,088.98	30.52
510311	MEDICARE		5,423.00	1,652.55	3,770.45	30.47
510320	WI RETIREMENT FUND	0.00	22,193.00	7,224.44	14,968.56	32.55
510340	HEALTH INSURANCE		82,731.00	38,536.88	44,194.12	46.58
510350	DENTAL INSURANCE		4,468.00	2,038.00	2,430.00	45.61
510360	LIFE INSURANCE		322.00	118.64	203.36	36.84
510400	WORKERS COMP		247.00	247.00	0.00	100.00
510410	UNEMPLOYMENT COMPENSATION		0.00	0.00	0.00	-100.00
	SUB TOTAL	0.00	138,539.00	56,883.53	81,655.47	41.06
	SUB TOTAL	0.00	521,452.00	179,804.59	341,647.41	34.48
521900	CONTRACTED SERVICES		60,000.00	3,426.62	56,573.38	5.71
523122	SOFTWARE MAINTENANCE	0.00	23,223.00	14,615.43	8,607.57	62.94
523125	IT SERVICES (CITY OF SHEBOYGAN)	1	11,274.00	11,274.00	0.00	100.00
524110	BUILDING EXTERIOR MAINT	0.00	47,000.00	34,306.80	12,693.20	72.99
524124	HVAC MAINT & BOILER INS	0.00	3,000.00	1,823.71	1,176.29	60.79
524126	ELEVATOR MAINTENANCE	0.00	2,000.00	2,562.18	-562.18	128.11
	SUB TOTAL	0.00	146,497.00	68,008.74	78,488.26	46.42
525100	ELECTRICITY	0.00	94,600.00	19,051.85	75,548.15	20.14
525105	WATER	0.00	1,600.00	859.76	740.24	53.74
525110	SEWER	0.00	1,400.00	329.65	1,070.35	23.55
525120	TELEPHONE	0.00	4,000.00	675.86	3,324.14	16.90
525140	GAS - UTILITY	0.00	33,567.00	14,647.74	18,919.26	43.64
525155	PROFESSIONAL DEVELOPMENT	0.00	500.00	0.00	500.00	0.00
	SUB TOTAL	0.00	135,667.00	35,564.86	100,102.14	26.21
530222	JANITORIAL SUPPLIES		7,798.00	6,381.73	1,416.27	81.84
**	SUB TOTAL	0.00	7,798.00	6,381.73	1,416.27	81.84
530255	TOOLS & SMALL EQUIPMENT	0.00	200.00	851.24	-651.24	425.62
	SUB TOTAL	0.00	200.00	851.24	-651.24	425.62
538001	DONATED PURCHASES	-34,274.84	50,000.00	91,622.78	-7,347.94	114.70
330001	SUB TOTAL	-34,274.84	50,000.00	91,622.78	-7,347.94	114.70
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540200	INSURANCE (FIRE)	0.00	20,100.00	9,426.79	10,673.21	46.90
	SUB TOTAL	0.00	20,100.00	9,426.79	10,673.21	46.90
642200	IT EQUIPMENT	0.00	19,500.00	5,873.61	13,626.39	30.12
072200	SUB TOTAL	0.00 0.00	19,500.00	5,873.61 5,873.61	•	30.12
	SUD IVIAL	0.00	17,300.00	3,073.01	13,626.39	30.12
SUPPORT S	SERVICES COST CENTER TOTAL	-34,274.84	901,214.00	397,534.34	537,954.50	44.11
LIBRARY 1		-32,601.71	3,648,502.00	1,399,647.05	2,281,456.66	38.36
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P/Y APPROP -CURRENT YEAR

		CURRENT YEAR				
ACCT	DESCRIPTION	ENCUMBERED	APPROP	SPENT	BALANCE	% SPENT
	TIONS AND EXPENDITURES BY CO					
ACCOUNT	DESCRIPTION	ENCMB 19	APPROP	SPENT	BALANCE	% SPENT
25551100	ADMINISTRATION	12,873.13	814,927.00	263,188.80	538,865.07	32.30
25551110	PUBLIC SERVICES	-11,200.00	1,932,361.00	738,923.91	1,204,637.09	37.66
25551150	SUPPORT SERVICES	-34,274.84	901,214.00	397,534.34	537,954.50	44.11
	FUND EQUITY INCREASE					
	Total All Cost Centers	-32,601.71	3,648,502.00	1,399,647.05	2,281,456.66	38.36
REVENUES	APPROPRIATIONS AND RECEIPTS					
ACCT	DESCRIPTION		APPROP 8	ECEIVED 15	BALANCE	% REC
411100	REAL ESTATE TAXES		2,557,264.00	2,557,264.00	0.00	100.00
441116	JURY & WITNESS FEES		_,,	26.63	-26,63	
431251	COVID-19 ROAD TO RECOVERY			0.00	0.00	
431709	MONARCH SHEBOYGAN COUNTY		776,391.03	809,988.92	33,597.89	104.33
431710	MONARCH OZAUKEE COUNTY		10,174.32	10,174.32	0.00	100.00
431711	MONARCH RESOURCE		100,000.00	100,000.00	0.00	100.00
431712	MONARCH - ADJACENT COUNTIE	2	40,093.00	40,092.88	-0.12	100.00
441116	JURY & WITNESS FEES	5	+0,073.00	0.00	0.00	100.00
431722	MONARCH - LSTA GRANT		0.00	0.00	0.00	
434211	STATE GRANT		0.00	0.00	0.00	
447606	PHOTOCOPIES		5,000.00	2,901.56	-2,098.44	58.03
447636	LATE BOOK CHARGES		0.00	43.94	43.94	36.03
447641	LOST BOOKS		4,500.00	2,567.53	-1,932.47	57.06
447699	MISCELLANEOUS		1,000.00	827.13	-1,932.47	82.71
449901	VENDING COMMISSIONS		500.00	608.06	108.06	121.61
467101	CONTRIBUTIONS		112,000.00	136,850.63	24,850.63	122.19
469997	misc revenue from partners			234.26		
461101	INTEREST ON INVESTMENTS		0.00	0.00	^ ^^	
469101	SALE OF EQUIPMENT		0.00		0.00	100.00
469501	CASH OVER/SHORT		0.00		0.00	100.00
492850	INTERFRUND FROM 850 ACCT		0.00		0.00	100.00
	Total Revenues		3,606,922.35	3,661,579.86	54,657.51	101.52

MEAD PUBLIC LIBRARY - 2022 FINANCIAL REPORT

Account Balances as of: May 2022

P/Y APPROP -CHRRENT VEAR

	C	URRENT YEAR				
ACCT	DESCRIPTION	ENCUMBERED	APPROP	SPENT	BALANCE	% SPENT
MEAD PUBL	IC LIBRARY COMBINED ACCOUNTS					
	DESCRIPTION		APPROP	SPENT	BALANCE	% SPENT
510110	FULL TIME SALARIES - REG		1,922,812.00	613,804.78	1,309,007.22	31.92
510310	FICA		117,020.00	36,205.06	80,814.94	30.94
510311	MEDICARE		27,386.00	8,467.35	18,918.65	30.92
510320	WI RETIREMENT FUND		119,905.00	38,906.49	80,998.51	32.45
510340	HEALTH INSURANCE		390,060.00	149,919.38	240,140.62	38.43
510350	DENTAL INSURANCE		25,577.00	9,640.54	15,936.46	37.69
510351	UNFUNDED PENSION LIABILITY		0.00	0.00	0.00	
510360	LIFE INSURANCE		1,997.00	725.18	1,271.82	36.31
510400	WORKERS COMP		847.00	847.00	0.00	100.00
510410	UNEMPLOYMENT		0.00	0.00	0.00	
521100	BANKING FEES		1,350.00	769.79	580.21	57.02
521110	FINANCIAL SERVICES FEES		5,950.00	0.00	5,950.00	0.00
521400	ADVERTISING & MARKETING		9,400.00	0.00	9,400.00	0.00
521800	PROGRAM SERVICES		10,000.00	0.00	10,000.00	0.00
521900	CONTRACTED SERVICES		123,600.00	56,514.79	67,085.21	45.72
523122	SOFTWARE MAINTENANCE		23,223.00	14,615.43	8,607.57	62.94
523125	IT SERVICES (CITY OF SHEBOYGAN)		11,274.00	11,274.00	0.00	100.00
524110	BUILDING EXT MAINT		47,000.00	34,306.80	12,693.20	72.99
524124	HVAC MAINT + BOILER INS		3,000.00	1,823.71	1,176.29	60. 7 9
524126	ELEVATOR MAINTENANCE		2,000.00	2,562.18	-562.18	128.11
525100	ELECTRICITY		94,600.00	19,051.85	75,548.15	20.14
525105	WATER		1,600.00	859.76	740.24	53.74
525110	SEWER		1,400.00	329.65	1,070.35	23.55
525120	TELEPHONE		4,000.00	675.86	3,324.14	16.90
525140	GAS - UTILITY		33,567.00	14,647.74	18,919.26	43.64
525155	PROFESSIONAL DEVELOPMENT		10,500.00	0.00	10,500.00	0.00
527100	STAFF PARKING - CAR ALLOWANCE		12,036.00	8,908.29	3,127.71	74.01
530100	OFFICE SUPPLIES		9,500.00	5,218.56	4,281.44	54.93
530130	POSTAGE AND DELIVERY		5,000.00	2,540.14	2,459.86	50.80
530200	PROG SUPP (CAT & CIRC SUPPLIES)		0.00	0.00	0.00	
530205	DISPLAYS		1,000.00	39.76	960.24	3.98
530222	JANITORIAL SUPPLIES/SERVICES		7,798.00	6,381.73	1,416.27	81.84
530255	TOOLS & SMALL EQUIPMENT		200.00	851.24	-651.24	425.62
538001	DONATION PURCHASES		112,000.00	144,903.36	-32,903.36	129.38
538002	ADULT PRINT		377,000.00	146,009.04	230,990.96	38.73
538100	OTHER CONTENT		82,000.00	53,547.19	28,452.81	65.30
642500	OFFICE FURNITURE/FURNISHINGS		0.00	0.00	0.00	46.00
540200	INSURANCE (FIRE)		20,100.00	9,426.79	10,673.21	46.90
540215	GEN PUB OFFICIAL		1,000.00	0.00	1,000.00	0.00
542100	REFUNDS		500.00	0.00	500.00	0.00
590255	PARKING (SPECIAL) ASSESSMENT		6,800.00	0.00	6,800.00	0.00
642200	IT EQUIPMENT		19,500.00	5,873.61	13,626.39	30.12
649200	EQUIPMENT REPLACEMENT	20 /01 =:	6,000.00	0.00	6,000.00	0.00
	TOTAL MEAD PUBLIC LIBRARY EXPI	-32,601.71	3,648,502.00	1,399,647.05	2,281,456.66	38.36

		ACCOUNT	ACCOUNT			ACCOUNT	REPORTING	REPORTING
FUND	FUND DESCRIPTION	ORG CODE	OBJECT CODE	ACCOUNT DESCRIPTION	ACCOUNT TYPE	BALANCE	YEAR	DATE
'255	'MEAD LIBRARY FUND	'255	'101030	'CASH/INVESTMENT EQUITY	'Asset	\$1,304,209.18	2021	5/24/2022
1255	'MEAD LIBRARY FUND	'255	102100	'PETTY CASH	'Asset	\$434.00	2021	5/24/2022
1255	'MEAD LIBRARY FUND	'255	104001	'INVEST-WEALTH ADVIS-GENERAL	'Asset	\$31,428.90	2021	5/24/2022
255	'MEAD LIBRARY FUND	'255	104003	'INVESTMENTS-UBS	'Asset	\$10,743.43	2021	5/24/2022
'255	'MEAD LIBRARY FUND	1255	'105010	'TAXES RECEIVABLE	Asset	\$2,557,264.00	2021	5/24/2022
'255	'MEAD LIBRARY FUND	'255	'115999	'ACCTS RECEIVABLE CLEARING	'Asset	\$6,938.50	2021	5/24/2022
'255	'MEAD LIBRARY FUND	'255	'201000	'VOUCHERS PAYABLE	'Liability	(\$35,961.16)	2021	5/24/2022
'255	'MEAD LIBRARY FUND	1255	'201500	'ACI PAYABLE	'Liability	(\$28,856.52)	2021	5/24/2022
'255	'MEAD LIBRARY FUND	'255	'202000	'ACCOUNTS PAYABLE	'Liability	(\$11,115.07)	2021	5/24/2022
'255	'MEAD LIBRARY FUND	'255	'203100	'SOCIAL SECURITY DEDUCTIONS	'Liability	(\$7,638.97)	2021	5/24/2022
'255	'MEAD LIBRARY FUND	'255	'203200	'WI RETIREMENT DEDUCTIONS	'Liability	(\$6,704.77)	2021	5/24/2022
'255	'MEAD LIBRARY FUND	'255	'216010	'ACCRUED WAGES PAYABLE	'Liability	(\$105,618.72)	2021	5/24/2022
1255	'MEAD LIBRARY FUND	'255	'222300	'DEFERRED TAX REVENUE	'Liability	(\$2,557,264.00)	2021	5/24/2022
255	'MEAD LIBRARY FUND	'255	'191000	'ESTIMATED REVENUE CONTROL	'Fund Balance	\$3,519,691.20	2021	5/24/2022
'255	'MEAD LIBRARY FUND	'255	192000	'REVENUE CONTROL	'Fund Balance	(\$3,649,309.75)	2021	5/24/2022
'255	'MEAD LIBRARY FUND	'255	'244000	'F.B.RESERVED-ENCUMBRANCES	'Fund Balance	(\$106,705.47)	2021	5/24/2022
'255	'MEAD LIBRARY FUND	'255	'247700	F.B.RESERVED-INSUR CLAIMS	'Fund Balance	(\$25,000.00)	2021	5/24/2022
'255	'MEAD LIBRARY FUND	'255	'252100	F.B. RES-MPL ROOF REPLACEMENT	Fund Balance	(\$150,000.00)	2021	5/24/2022
'255	'MEAD LIBRARY FUND	'255	'253000	UNRESERVED FUND BALANCE	Fund Balance	(\$913,726.00)	2021	5/24/2022
'255	'MEAD LIBRARY FUND	'255	'291000	'APPROPRIATION CONTROL	'Fund Balance	(\$3,611,407,20)	2021	5/24/2022
'255	'MEAD LIBRARY FUND	'255	1292000	'ENCUMB.CONTROL-EXPENSES	'Fund Balance	\$106,705.47	2021	5/24/2022
'255	'MEAD LIBRARY FUND	'255	1293000	'EXPENDITURE CONTROL	'Fund Balance	\$3,580,176.95	2021	5/24/2022
1255	'MEAD LIBRARY FUND	'255	1299000	'BUDGETARY FUND BALANCES	'Fund Balance	\$91,716.00	2021	5/24/2022

NOTE:	\$913,726.00
Reserve Fund	\$3,611,407.20
in percentage	25.30%
of 2021 Budget	

MEREDITH: PER THOMAS, PLEASE REFER TO PUBLIC WORKS

Res. No. $\frac{-22-23}{}$. By Alderpersons Dekker and Perrella. May 18, 2022

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Konz Electric, LLC for the replacement of the Central Fire detection and alarm system at the Mead Public Library.

WHEREAS, the existing fire alarm system at the Mead Public Library is original to the building which was constructed in the 1970's and due to its age is no longer supported by the manufacturer; and

WHEREAS, Over the years there have been a number of physical changes to the interior of the building which have an impact on the performance of the fire detection and alarm system; and

WHEREAS, the City retained the services of MSA Architects and Engineers to perform a study at the library of the fire alarm systems and ultimately design a new system to replace the current one which assures the new system will be in full compliance with current statutes, codes and ordinances related to fire detection(The "Work"); and

WHEREAS, the City issued and advertised a Request for bids from qualified contractors for the replacement of the system which included detailed specifications for the Work; and

WHEREAS, the library is only equipped with fire suppression sprinklers on the third floor and the remainder of the building has only fire detection and not smoke detection equipment; and

WHEREAS, City Staff including the City of Sheboygan Fire Inspector felt that the addition of smoke detection equipment in those areas not serviced by fire sprinklers would be prudent to consider in conjunction with installation with the new alarm system; and

WHEREAS, Addendum # 1 was issued to the bidders of record requesting that the addition of smoke detection equipment be added as an alternate to the base bid for the unprotected areas should the city choose to accept it; and

WHEREAS, in light of the fact that the fire alarm system is being replaced it is felt that the addition of smoke detection equipment ought to be included in the project at an additional cost; and

WHEREAS, the low base bid was from Konz Electric Inc. in the amount of \$ 224,980.00; The additional cost to add smoke detection equipment at the discretion of the City of \$20,600.00

WHEREAS, City Staff has reviewed the bids and determined that the low bid met all of the specifications.

WHEREAS, in an effort to dispel concerns regarding serial contracting in conjunction with this project there are additional costs related to the project including Engineering and the direct purchase by the City of several major, long lead time components as well as a modest contingency. The total of these additional costs is \$ 32,080.81

NOW, THEREFORE, BE IT RESOLVED: That the appropriate city officials are authorized to enter into the attached contract with Konz Electric, LLC for the Work in the amount of \$247,180.00 including the additional smoke detection equipment.

BE IT FURTHER RESOLVED: That the additional costs for design, pre-purchase of specific components as well as a modest contingency in the amount of \$32,080.81 will bring the total cost of the project to \$279,260.81

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the Work pursuant to the terms of the attached contract as set forth below:

\$\\ \frac{355}{150} - \frac{534}{10} \]

Building Mainlenance

Account No. 25551100-538001 Donations \$ 139,630.40

Account No. 40051100-621200 2022 Capital Improvemnent \$ 139,640.41

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Dated			·	-	20				, Cit	у С]	lerk
Approve	ed				20					, Ma	ayor

REQUEST FOR LEGAL SERVICES

TO: City Attorney's Office (legal.dept@sheboyganwi.gov)
FROM: Bernard Rammer (identify main contact for request)
TITLE OF REQUEST: Resolution and Contract for MPL Fire Alarm Replacement
DATE OF REQUEST: 5-20-2022
DEADLINE: June 1, 2022
DEADLINE: June 1, 2022 SOURCE OF DEADLINE: June 6, 2022 Council Agenda for Referral to PW
DESCRIPTION OF REQUEST: In order to help the City Attorney's Office address your request in the most timely manner possible, please describe what you are asking the City Attorney's Office to do. (For example: draft or review contract, draft or review resolution or ordinance, or provide legal advice.) Please include relevant background information, such as: (1) relevant previous Council documents, (2) summary of any discussions regarding this topic [this could be discussions within the City or both within the City and between City and potential vendors] prior to making this request for legal services, (3) proposed contractual terms (preferably in Word), (4) account information, (5) bid materials / quote / etc., and (6) marked-up copy of current ordinance. Mead Library is in need of a fire alarm system replacement. A Request for Bids # 2016-22 was issued for the project. Bids were opened on 5-19-2022. Funding is being determined by the City Administrator et al as the bids exceed the budgeted amount The following are requested of the Legal Dept. and "Drafts" of Each are Attached. 1. Resolution for Council Consideration - DRAFT Attached * Requires final account #'s 2. Agreement between City and Konz Electric-DRAFT Attached Please note that some of the attached documents are quite large in size
Please attach all relevant documents.
For Department Head Requesting Legal Services
In order to help the City Attorney's Office appropriately prioritize this request and any currently outstanding requests in our Office, please rank – from your perspective – the relative priorities of the requests currently pending with our Office.
DEPARTMENT: Purchasing/Mead Library/Public Works
DEPARTMENT HEAD SIGNATURE:
CURRENT RANKED PRIORITIES:
No current work awaiting consideration by Legal
For City Attorney's Office Use
ASSIGNED TO:

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND KONZ ELECTRIC, LLC

FOR THE PROVISION AND INSTALLATION OF A NEW FIRE ALARM SYSTEM FOR THE MEAD PUBLIC LIBRARY

This Agreement ("Agreement") is made and entered into effective this ____th day of _____, 2022 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Konz Electric, LLC("Contractor").

WITNESSETH:

- WHEREAS, the City is the owner of Mead Public Library; and
- WHEREAS, the library fire alarm system is original to the building and is no longer able to be supported; and
- WHEREAS, the City wishes to replace the current system with one having the latest technology and in full compliance with the specifications, identified in Exhibit 1 to this Agreement, and
- WHEREAS, the City issued Request for Bids # 2016-22 to obtain bids from qualified providers of the services and equipment ("Services"); and
- WHEREAS, the City has opened the bids, and determined that the bid from Contractor ("Bid") is the lowest responsive and responsible bid for the Services; and
- WHEREAS, the City feels it would be prudent to add smoke detection technology as was requested in Addendum # 1 to the Request for Bids (Exhibit # 2) for the provision of smoke detection equipment and installation of same in response to which the Contractor has proposed to provide and integrate into the new fire alarm system at additional cost as identified in Alternate # 1 of the Request for Bids submittal; and
- WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall perform all work associated with the work as specified in <u>Exhibit 1</u> related to the provision and installation of a new fire alarm system (the "Services").

Contractor shall provide all labor, machinery, equipment, licenses, permits¹, bonds, and travel expenses to safely and skillfully complete the project and shall dispose of all materials from the removal of the current system in a lawful manner (the "Disposal").

In addition, Contractor shall provide labor and equipment to install smoke detection equipment in certain areas of the library in accordance with the plans and specification shown in Exhibit # 2 and in accordance with Bid Alternate # 1 to the Request for Bids.

Further, the City has placed on order and will present to the Contractor the following system components which were pre-ordered in an effort to shorten the overall lead time. The cost for these components is the responsibility of the City and was not included in the Contractors proposed costs.

Quantity	MFG Part #	Unit	Total Cost
		Cost	
1	Notifier CPU2-640 Fire Alarm Control Panel	\$1,802.25	\$1,802.25
1	Notifier KDM-R2 CPU2 640 Primary Display	\$	\$1,140.75
		1,140.75	9-
ī	Notifier DP-DISP2 CPU Dress Plate / Top Row	\$ 93.15	\$93.15
2	Notifier BMP-1 Blanks Need 2 for each CPU 640	\$38.81	\$77.61
1	Notifier SBB-A4 Cabinet	\$194.40	\$ 194.40
1	Notifier DR-A4 Door	\$302.40	\$302.40
1	Notifier BP2-4 Battery Plate	\$81.00	\$81.00
1	Notifier LEM-320 Loop Expander Module	\$1309.50	\$1,309.50
l	Notifier UDACT-2 Communicator	\$718.88	\$718.88
l	Notifier HWF2V-COM IP / Cell Communicator	\$ 442.13	\$ 442.13
1	Notifier NFC-50/100 Voice Evacuation Panel	\$2,929.50	\$2,929.50
1	Notifier NFC-CE6 4-Speaker Circuit Exp Module	\$529.88	\$529.88
1	Notifier NFC-BDA-25V 50 Watt Amplifier for NFC-50/100	\$489.38	\$489.38
4	Notifier PSE-10 Power Supply 10 amp	\$577.13	\$2,308.50
1	Notifier NFC-RM Remote Microphone	\$661.50	\$661.50
	TOTAL		\$13,080.81

Other: Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Contractor will need to plan the work in advance of mobilization and coordinate with the City's Representative. The Library will remain open to the public during the project.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon

¹ Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care which appear within a period of one year from the date of final payment of the Contract.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

Article 3. City's Representative

The City designates Michael Willmas as the City's Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

Article 4. Compensation

Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within sixty (60) days of receipt of invoice. Contractor shall submit an invoice to the City on a monthly basis and shall be based on the percentage of each quadrant completed. The invoice shall be sent to:

Bernard Rammer City of Sheboygan 828 Center Ave. Sheboygan, Wisconsin 53081

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 6. Performance and Payment Bond

Contractor shall, within ten days of the execution of this Agreement by the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule

Contractor shall commence work after receiving a Notice to Proceed from the City. All work shall be coordinated with the City's Representative. No work may occur on weekends, holidays without prior approval from the City's Representative.

Contractor shall complete the services on or before December 31, 2022, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood, however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall in no way operate as a waiver on the part of the City of any of its rights herein.

Article 8. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Article 9. Workmanship and Quality of Materials

All material used shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

Article 10. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

Contractor shall be responsible for the safety of its employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Article 11. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.

Article 12. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

Article 13. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 14. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 15. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 16. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees—harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 17. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

- a. Workers' Compensation Insurance Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- b. Commercial General Liability Insurance Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin 828 Center Ave., Suite 110 Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 18. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 19. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 20. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 21. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 23. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 24. Non-Discrimination

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 25. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations. This includes all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 26. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Contractor:

City Clerk	Konz Electric, LLC
City of Sheboygan	PO Box 290
828 Center Ave.	Sheboygan Falls, WI 53085
Sheboygan, Wisconsin 53083	

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 27. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 28. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 29. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

- 1. This Agreement and its Attachments
- 2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
- 3. The Performance and Payment Bonds

(collectively "the Contract").

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 30. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

- 1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
- 2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
- 3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 31. Other Provisions

- 1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
- 3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

- 4. Guaranteed Delivery. Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
- 5. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN	CONTRACTOR			
BY:	BY:			
Ryan Sorenson, Mayor	Thomas Konz, Vice President			
ATTEST: Meredith DeBruin, City Clerk	ATTEST:			
DATE:	DATE:			

CITY OF SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM SYSTEM UPGRADE

BID PROPOSAL FORM

CITY OF SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM SYSTEM UPGRAD

Bids	Close	ð:	1:00 p.i	n., Thursday, Ma	y 19, 2022				
			PROPO	<u>SAL</u>					
То:			Finance Attn: M 828 Ce	Sheboygan City le Department Ir. Bernard Ramn nter Avenue Igan, WI 53081			di .		
We	Ko	DZ	Elect	ric, LLC					(☐ a corporation) (☐ a partnership)
				(Company name	:)				(an individual)
Of	PO	Вож	290	Sheboygan	Falls,	WI	53085	920-46	7-2223
	St	reet		City and	State		Zip	Telephon	e No.
We exp key	enses install	se to to to installation	tall a ne	w fire alarm syste					l, lodging and other ecifications for a turn-
Sta	te the a	additi	on/dedu	ction cost of to ac	ld additions	al sm	oke detecti	on as stated und	der Alternate Bid E-1
Tot	al Alt	ernat	e Bid E	-1 Cost \$_22,2	200				_
Ad	dendui	m Red	eipt						
We	ackno	wled	ge receij	pt of the followin	g Addenda	:			
Ad	dendu	m No.	_1_	Date May	13,2022	2			
Ad	dendu	m No	·	Date					
Αd	dendu	m No		Date					

CITY OF SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM SYSTEM UPGRADE

The undersigned agrees, if awarded the contract, to commence the contract work upon written notice and to complete the contract work within the times stated in the contract documents.

Konz Electric, LLC		<u> 19</u>	
Sull In		Firm	Name
(Seal if Bid is by Corporation)	Ву	Attested (Corporate Secretary) Brett Hunt	_
	Title	Project Manager	_
	Dated	May 19 ,20_22	

Item 12.



Quote

Date	Quote #		
5/19/2022	10252		

Name / Address

City of Sheboygan Finance Dept 828 Center Ave, Suite 205 Sheboygan, WI 53081

Customer Fax

<u> </u>			
Qty	Description	Rate	Total
	Konz Electric, LLC is pleased to quote the project detailed below City of Sheboygan Mead Public Library Fire Alarm system upgrade *As per plans and specs dated 4-25-2022 *We acknowledge addendum #1 *All Demo of existing fire alarm system and devices is included as shown on drawings *New Fire Alarm system, devices, cabling, conduit/wiremold, programming, and testing are included as shown on drawings *Tie into existing BAS system is included as needed or called out on drawings Base Bid Labor and Materials Alt #1: Add spot smoke detection throughout Add: \$22,200.00	224,980.00	224,980.00T
		Sales Tax	0.00%) \$0.00
Sign	nature	Total	\$224,980.00

CITY OF SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM SYSTEM UPGRADE

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That KINZ Electrica corporation) (individual) (partnership) of the State of _______ (hereinafter referred to as the "Principal", and Net Behal ______, (Name of Surety) a corporation of the State of _______ Wisconsing (hereinafter referred to as the "Surety"), are held and firmly bound unto white Library hereinafter referred to as the "Obligee"), in the penal sum of five percent (5%) of the amount of the total bid or bids of the Principal herein accepted by the Obligee, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, or is about to submit, to <u>Mead Pub Library</u> (Owner) a certain bid, including the related alternate and combined bids attached hereto and hereby made a part hereof, to enter into a contract in writing for (Type of work) for the <u>fire alarm system</u> (Project).

- (1) If said bid is rejected by the Obligee, then this obligation shall be void.
- (2) If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connections therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.
- (3) If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in (2) above executed by this Surety, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee the penal sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

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CITY OF SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM SYSTEM UPGRADE

IN WITNESS THEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed, and these presents to be signed by their proper offices, on the day and year set forth below:

SEAL	·		
	(Principal)	(Date)	
BY:	Krin Veech	5/19/22	
	(Name of Surety)	(Date)	

NOTE TO SURETY AND PRINCIPAL:

The Bid submitted, which this Bond guarantees, may be rejected if the following instrument is not attached to this Bond: Power of Attorney showing that the agent of Surety is currently authorized to execute bonds in behalf of the Surety, and in the amounts referenced above.



THE SILVER LINING®

Bond No	2519943
---------	---------

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

KIM VEECH

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-in-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zungart

Christopher C. Zwygart

Secretary

State of Wisconsin County of Washington Kevin A. Steiner

Chief Executive Officer/President

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton Senior Corporate Attorney Notary Public, Washington Co., WI My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 19th day of...

202

- [g] -

Heather Dunn

Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

1900 South 18th Avenue | West Bend, Wi 53095 | Phone: (608) 410-3410 | Fax: (877) 674-2663 | www.thesilveritning.com

ELECTRICAL ADDENDUM #1



Project:

Sheboygan Mead Public Library Fire Alarm Replacement Project

Project No.:

MSA# 09511021

Date:

May 13, 2022

Sign in Sheet:

1. See attachment for pre-bid walk through sign in sheet.

Pre-bid Notes:

1. See attachment for pre-bid walk through notes.

Bid Form:

1. See attached for revised bid form that includes Alternate Bid E-1.

General:

- 1. Sheet E1.0D:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
 - REMOVE existing flow switch in Air Handling Equip. Room as shown clouded.
 - C. ADD existing smoke detector in Storage as shown clouded.
 - D. ADD existing data rack to remain as shown clouded.
- Sheet E1.0E:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
 - B. ADD spot type smoke detection per plan note 75 under alternate bid E-1 as shown clouded.
 - C. ADD smoke detector in Storage as shown clouded.
 - D. ADD existing data rack to remain as shown clouded.
 - E. REVISE plan note 32 as shown clouded.
- Sheet E1.1D:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
 - B. REVISE existing sound system location as shown clouded.
 - C. ADD existing smoke detectors as shown clouded.
- 4. Sheet E1.1E:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
 - B. ADD spot type smoke detection per plan note 75 under alternate bid E-1 as shown clouded.
 - C. ADD smoke detector and control module as shown clouded.
 - D. ADD plan notes 74 and 75 as shown clouded.
 - E. ADD microphone behind main desk as shown clouded.
 - F. ADD protective covers for pull stations as shown clouded.
- Sheet E1.2D:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
 - B. ADD existing smoke detectors as shown clouded.

- 6. Sheet E1.2E:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
 - B. ADD spot type smoke detection per plan note 75 under alternate bid E-1 as shown clouded.
 - C. ADD smoke detector and control module as shown clouded.
 - D. ADD plan notes 18, 74 & 75 as shown clouded.
- 7. Sheet E1.3D:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
- 8. Sheet E1.3E:
 - A. REVISE ceiling schedule 5 & 7 as shown clouded.
 - B. ADD spot type smoke detection per plan note 75 under alternate bid E-1 as shown clouded.
- 9. Sheet E3.0 (Sheet not included):
 - A. Detail 4/E3.0. For each Air Handler duct detector shut down provide a double pole relay; one to shut down the air handler and the second for connection to the DDC system. The connection to the DDC will be done by Owner's Controls person is Kevin Pierret of Quality Control Services, Office Phone: 920-907-0803, Email: kpierret@qcservicesfdl.com or qcs@qcservicesfdl.com. These contacts shall be connected to the DDC system as part of this work and will be a sub to the EC. Contact Quality Control Services for pricing.

Sheboygan Mead Public Library 710 North 8th Street Sheboygan, WI 53081 Pre-Bid Sign-in Sheet



Project Name:	Sheboygan Mead Public Library Fire Alarm Replacement Project
Project No.:	MSA# 09511021
Meeting Date:	May 11th, 2022 8:00 am.
Location:	Sheboygan Mead Public Library

PLEASE PRINT LEGIBLY!!!!!

	REPRESENTING	PHONE	<u>E-MAIL</u>
Present for meeting:			
Dave Schulze (EE)	MSA Professional Ser.	920-894-4710	dschulze@msa-ps.com
Bernie Rammer	Sheboygan County	920-459-3469	Bernard.Rammer@sheboyganwi.gov
Mike Williams	City of Sheboygan	920-459-3444	Michael Willmas@sheboyganwi.gov
Nicholas Noster	Chief Fire Inspector	920-459-3321	nicholas.noster@sheboyganwi.gov
Gregg Herr	Sheboygan Mead Library	920-459-3400 (2044)	gregg.herr@meadpl.org
Dave Altmeyer	Altmeyer Electric	920-458-3406	david@altmeyerelectric.net
Gerry Krebsbach	KW Electric	920-467-2000	estimating@kwelectricinc.com
Brett Hunt	Konz Electric	920-627-2834	bretth@konzelectric.com
Tim Arnoldi	O&W Communications	920-457-8640	tarnoldi@owcommunications.com
Scott Weyenberg	Elmstar Electric	920-766-8100	scottw@elmstar.com
-			
Not present for Pre-			
Cameron Sauve	MSA Professional Ser.	920-267-6043	csauve@msa-ps.com
Reggie Schwarzenbart	MSA Professional Ser.	920-243-4023	rschwarzenbart@msa-ps.com

PRE-BID MEETING NOTES



Project: Sheboygan Mead Public Library Fire Alarm Replacement

Project

Project No.: MSA# 09511021

Walk Through Date: Wednesday, May 11, 2022 at 8:00 am

Walk Through Location: Sheboygan Mead Public Library

Notes By: Dave Schulze, MSA Professional Services.

A. Overview

Everyone sign-in, check log in.

- 2. Contact person: Michael Willmas
- 3. Project Scope: This work is to include replacing the Simplex fire alarm system with a Notifier Voice/Strobe system. A voice system is being installed in lieu of a horn/strobe system because the occupant load is close to 1,000 people and is desired by the owner.
- 4. The owner has purchased the fire alarm headend and power supplies due to long lead times.
- 5. Tax exempt with owner purchase. Bidders are to include materials without sales tax and applicable county taxes in their bid.
- 6. This is not a prevailing wage project.
- 7. Submit bid with 5% Bid Bond. No permit fees will be waivered.
- 8. Contractor that is awarded with the project shall submit a Performance and Payment Bond of 100% of the contract cost.
- 9. Each contractor shall make sure they up to date with the City's Bidder's Proof of Responsibility, see front end of specification for this form.
- 10. One prime contractor (EC); fire alarm contractor is a subcontractor of the EC.
- 11. Asbestos: may be some but should not cause work delays.
- 12. Provide Bidder's Proof of Responsibility.
- 13. Overview.
- 14. Questions.

B. Project Timetable

- Addenda will be issued around Friday, May 13, 2022. At this time the City is looking at the possibility of adding additional smoke detectors spot type detection in book stack areas.
- Bids Due at 1:00 p.m. Thursday, May 19, 2022. Send Bids to: City of Sheboygan City Hall (Finance Department) Attn: Mr. Bernard Rammer 828 Center Avenue, Sheboygan, WI 53081. Bids will be opened at 1:00 pm in Room 109 of City Hall
- 3. Bids will be reviewed May 19 June 20, 2022.

- 4. Final approval by Common Council Monday. June 20, 2022.
- 5. Successful contractor notified and contract awarded June 21, 2022.
- 6. Pre-construction meeting tentatively week of June 27, 2022.
- 7. Contractors provide all submittals for review mid-July 2022.
- 8. Submittals returned to contractors with-in a few days.
- 9. Project completion: Substantial completion will be December 23, 2022 with Final completion on December 30, 2022.

C. Project Specifics

- 1. The owner will not leave the building. The EC shall minimize down time and coordinate ahead of time all down time.
- 2. Working hours: 6:30 am to 5:00 pm, Monday through Friday.
- 3. Dumpsters will be provided by the contractor.
- 4. Contractors shall be at the site to accept all deliveries of their equipment.
- Only the third floor is sprinklered.
- 6. Keep the existing fire alarm system operational until the new system can be switched over.
- 7. Existing fire alarm equipment shall be removed and disposed of by the EC. This includes all equipment that may not be shown on the drawings.
- 8. Elevators only have primary and alternate recalls. There are no devices in the shafts or pits. There is no shut trip.
- 9. Fire alarm wiring is Free-Air type that is supported by J-hooks or D-rings above lay-in ceilings. Exposed areas in book stack and public areas shall be Wiremold and equipment rooms shall be EMT.
- 10. Existing emergency panel is a Bussmann fusible panel (article 700). The new fire alarm control panel and power supplies shall be fed from this panel.
- 11. Provide plastic covers on fire alarm pull stations where they are shown on the drawings.
- 12. Sprinkler flow switches in the lower mechanical room. One of them will have to be investigated since it was not found during the design.
- 13. Disconnect existing sound systems when fire alarm is operating. First and third floors.
- 14. Fire alarm contractor and the DDC contractor will be subcontractors to the EC. Per the upcoming addenda the required DDC work will be as follows:
 - a. Detail 4/E3.0. For each Air Handler duct detector shut down provide a double pole relay; one to shut down the air handler and the second for connection to the DDC system. The connection to the DDC will be done by Owner's Controls person is Kevin Pierret of Quality Control Services, Office Phone: 920-907-0803, Email: kpierret@qcservicesfdl.com or qcs@qcservicesfdl.com. These contacts shall be connected to the DDC system as part of this work and will be a sub to the EC. Contact Quality Control Services for pricing.

CITY OF SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM SYSTEM UPGRADE

BID PROPOSAL FORM

CITY OF SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM SYSTEM UPGRAD

Bids Close:	1:00 p.m., Th	ursday, May 19, 2022			
	PROPOSAL				
То:	Finance Depa	rnard Rammer venue			
We				(□ a corporation) (□ a partnership)	
	(Con	npany name)		(□ an individual)	
Of					
Street		City and State	Zip	Telephone No.	
labor and mat with the contr BASE BID We propose to expenses to in key installation	erials required to act documents per furnish all per stall a new fire	o complete the project prepared by MSA Prof	located in She essional Servic	the amount specified, and to furnish all boygan, Wisconsin, in strict accordances, Inc., and dated April 29, 2022. It to include travel, lodging and other bid plans and specifications for a turn	С
•					
ALTERNAT	E BID E-1				
State the addi	tion/deduction o	ost of to add additiona	al smoke detect	tion as stated under Alternate Bid E-1	
Total Alterna	ate Bid E-1 Cos	st \$	····		
Addendum R	eceipt				
We acknowle	dge receipt of t	he following Addenda	:		
Addendum N	ο Γ	Date	_		
Addendum N	о Г	Date			
Addendum N	'a Г	lata			

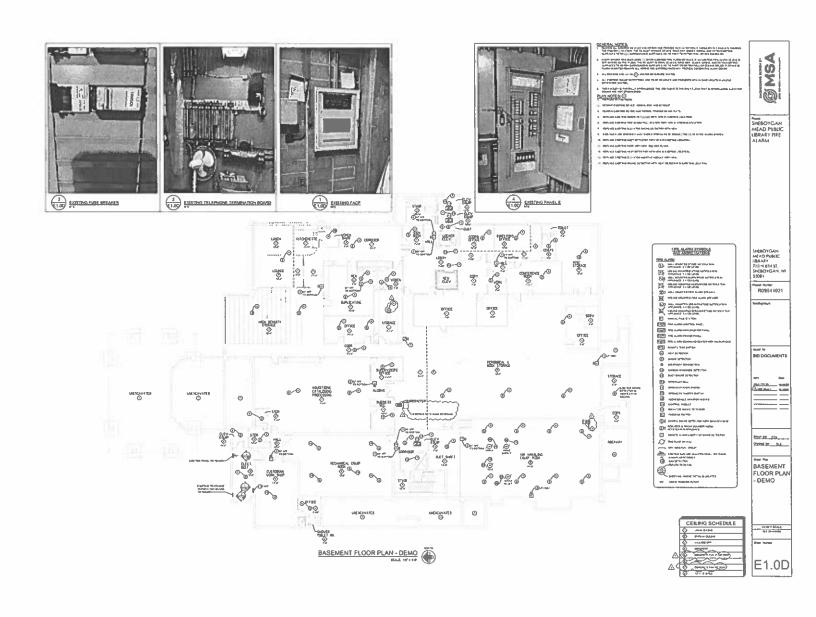
Item 12.

Page | 19

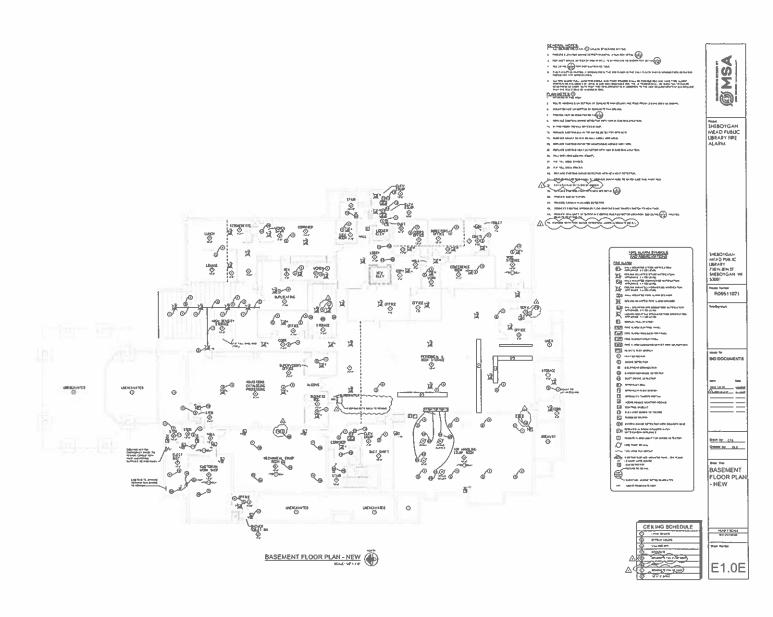
CITY OF SHEBOYGAN MEAD PUBLIC LIBRARY FIRE ALARM SYSTEM UPGRADE

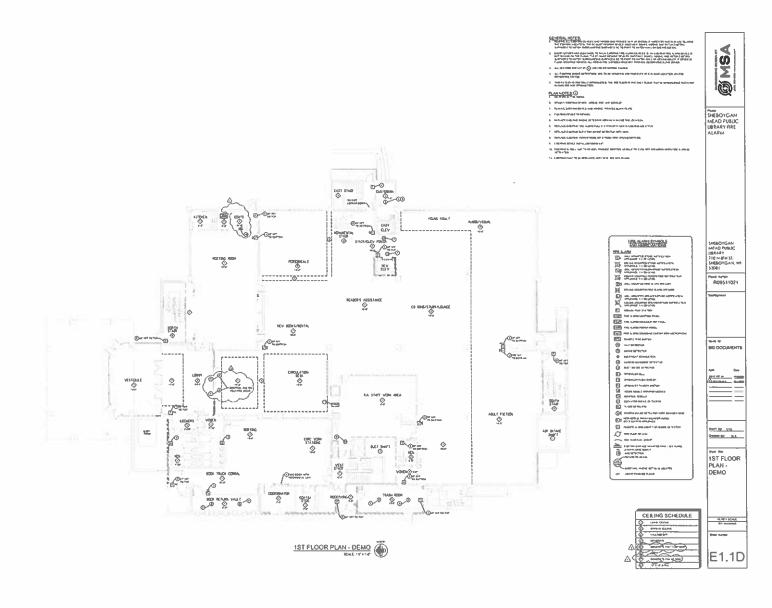
The undersigned agrees, if awarded the contract, to commence the contract work upon written notice and to complete the contract work within the times stated in the contract documents.

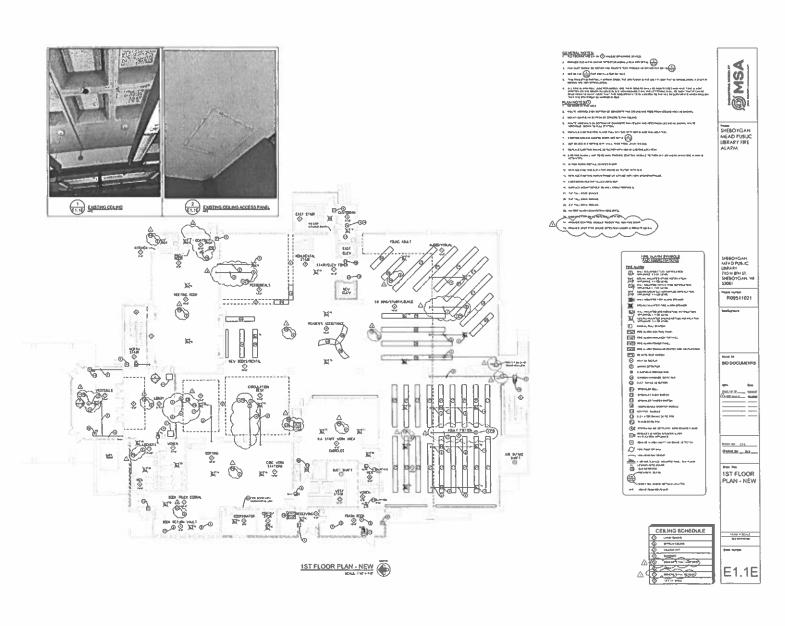
		Firm Name
		Attested (Corporate Secretary)
(Seal if Bid is by Corporation)	Ву	
	Title	<u></u>
	Dated	, 20



42



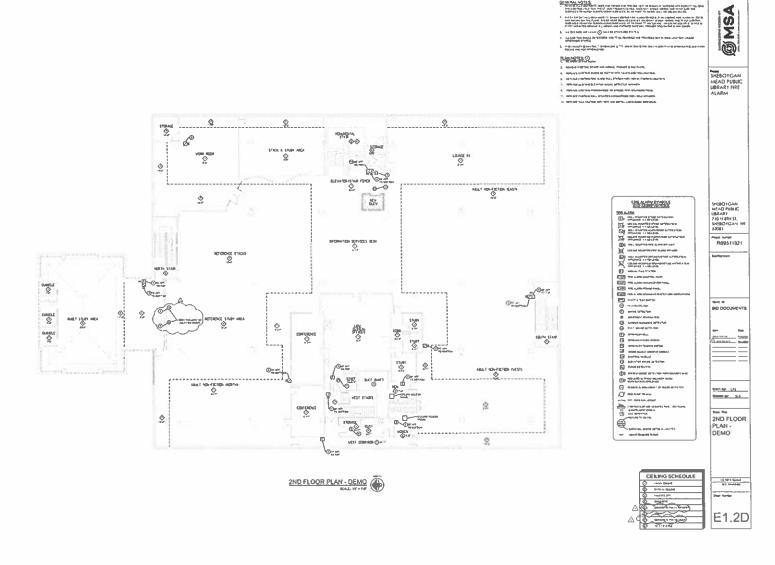


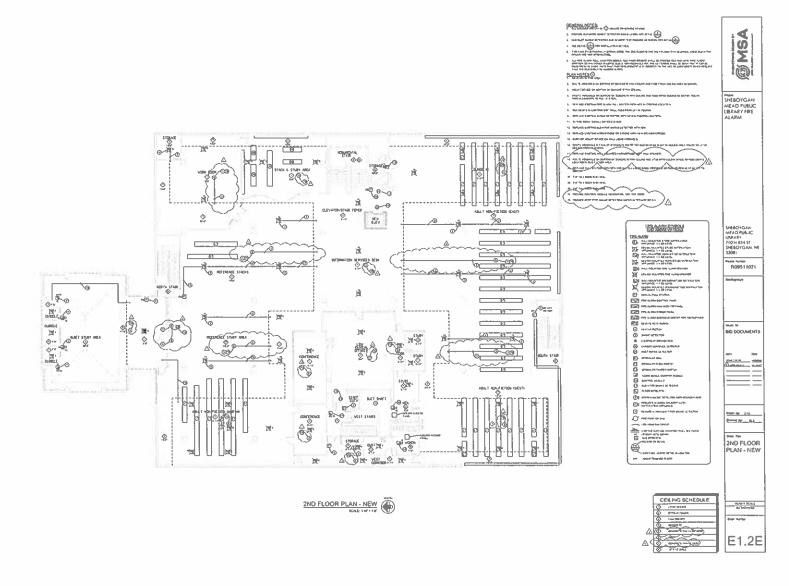


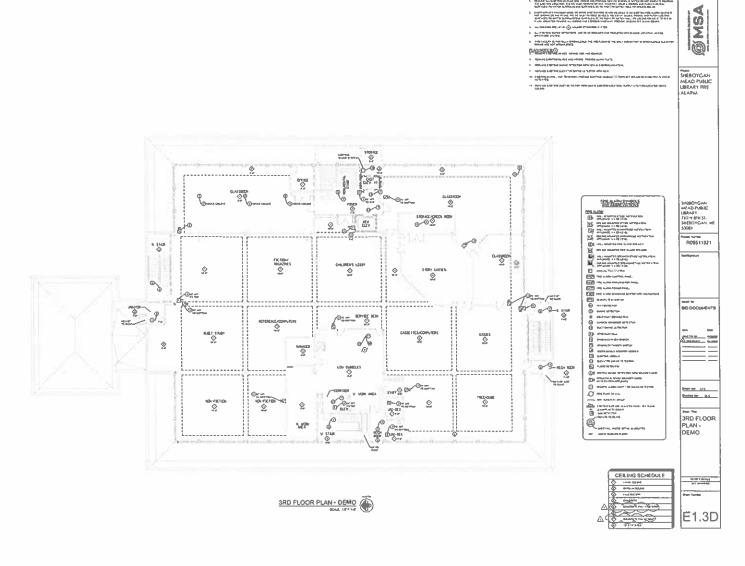
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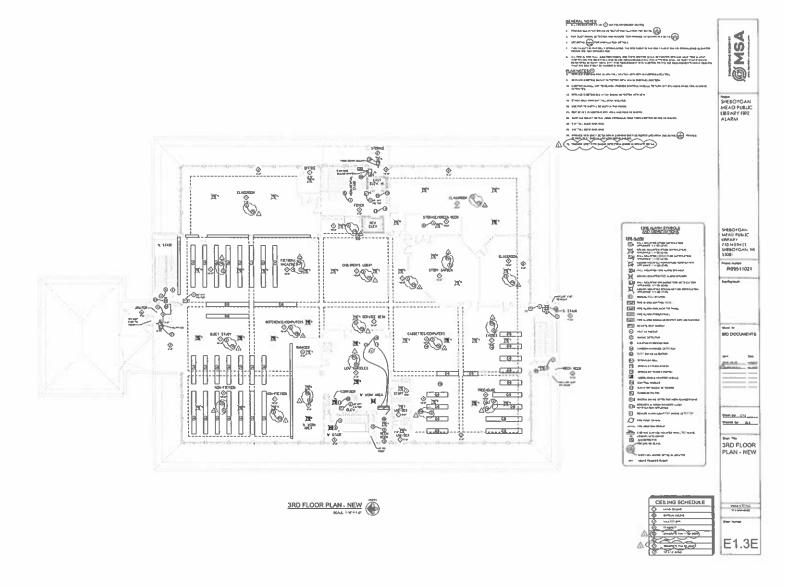
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Bid Tally DATE: May 19th, 2022 1:00 pm Sheboygan City Hall, Room 109 Sheboygan Library Fire Alarm Replacement Project

Contractor	5% Bid Bond	Base Bid	Alternate Bid E-1	Total Base Bid + Alt. Bid E-1	Addendum 1
Altmeyer Electric	Yes	\$ 287,789.00	\$ 24,542.00	\$ 312,331.00	Yes
Elmstar Electric	Yes	\$ 256,182.00	\$ 22,248.00	\$ 278,430.00	Yes
Konz Electric	Yes	\$ 224,980.00	\$ 22,200.00	\$ 247,180.00	Yes
KW Electric	Yes	\$ 259,500.00	\$ 20,600.00	\$ 280,010.00	Yes

Apparent Low Bid was submitted by Konz Electric, Inc.

O & W Communications

div. of Oostdyk & Wilke, Inc. 2040 North Avenue Sheboygan, Wisconsin 53083

(920) 457-8640 FAX (920) 457-8645



Total Cost

\$13,080.81

Date: 4-29-22

TO: City of Sheboygan Att: Bernie Rammer

Re: Sheboygan Mead Library

O&W Communications to provide fire alarm system components consisting of:

Quantity	Mfg	Part Number	Description	Unit Cost	Total Cost
1	Notifier	CPU2-640	Fire Alarm Control Panel	\$1,802.25	\$1,802.25
1	Notifier	KDM-R2	CPU2 640 Primary Display	\$1,140.75	\$1,140.75
1	Notifier	DP-DISP2	CPU Dress Plate / Top Row	\$93.15	\$93.15
2	Notifier	BMP-1	Blanks Need 2 for each CPU 640	\$38.81	\$77.61
1	Notifier	SBB-A4	Cabinet	\$194.40	\$194.40
1	Notifier	DR-A4	Door	\$302.40	\$302.40
1	Notifier	BP2-4	Battery Plate	\$81.00	\$81.00
1	Notifier	LEM-320	Loop Expander Module	\$1,309.50	\$1,309.50
1	Notifier	UDACT-2	Communicator	\$718.88	\$718.88
1	Notifier	HWF2V-COM	IP / Cell Communicator	\$442.13	\$442.13
1	Notifier	NFC-50/100	Voice Evacuation Panel	\$2,929.50	\$2,929.50
1	Notifier	NFC-CE6	4-Speaker Circuit Exp Module	\$529.88	\$529.88
1	Notifier	NFC-BDA-25V	50 Watt Amplifier for NFC-50/100	\$489.38	\$489.38
4	Notifier	PSE-10	Power Supply 10 amp	\$577.13	\$2,308.50
1	Notifier	NFC-RM	Remote Microphone	\$661.50	\$661.50

Sincerely;

Tim Arnoldi O&W Communications

Maintenance Project list 2022

Updated 5/20/22

Holocaust & Local History Room – phase 1 of display completed, more digital items on the way **Fire Panel replacement** – bids are in, awaiting direction

Entryway tile cracking – quoted for replacement of flooring, awaiting approval process **Jerry Black Furniture** – awaiting quotes

Additional Security Camera's – all received in have been installed, awaiting a few that were backordered

Additional Concrete by generator – quoted, awaiting approval

Media & Radio Rooms – Media room on hold, radio room basically complete for now Rocca Room kitchen update – on hold Hot Water Heater Replacement – quoted, moved to future plan

Window Treatments for workrooms – completed HVAC Controls upgrades Phase III – complete SE fence – completed Donor Wall – completed Furniture replacement – completed Imaginarium heating – completed

	April 2022	
Type	Name	Totals
Total	Reported Incidents	45
Age	Adult	27
	Teen	18
	Senior (65+)	0
	Kids	0
	Trespass after exclusion	1
	Dispute/argument/altercation between	5
	Fighting/Physical Altercations	3
	Harassment/Threating Language	1
	Homeless or Runaway (Youth Only)	1
	Horseplay and/or excessive noise	8
	Inappropriate comments and/or exces	6
	Intoxicated/Addiction	1
Encounter Type	Medical or mobility issue	0
	Mental Health	6
	Mess (Food waste, spills)	0
	Theft/Vandalism	1
	Trouble getting patron to leave after of	1
	Truancy	1
	Used in the building: Vaping, Drugs,	4
	Weapons	1
	Other (Specify in Description)	5
	1st Café	2
	1st Desk	4
	1st DVD's/Music	1
	1st Fiction	0
	1st Fireplace	0
	1st Lobby/Foyer	6
	1st Restrooms	4

	2nd Computers	3
Location	2nd Desk	3
Location	2nd Hansen Teen	5
	2nd Imaginarium	0
	2nd Quiet Study	1
	2nd Restrooms	1
	3rd Desk	0
	3rd Children's (North)	0
	3rd Children's (South)	0
	3rd Restrooms	0
	3rd Teen Center	0
	Outside (Specify in Description)	4
	Other (Specify in Description)	11

Туре	Name	*April 2021	*April 2022	*Monthly 2021 vs 2022	*Year-to-date 2021	*Year-to-date 2022	*YTD 2021 vs 2022
Circulation	Adult Materials	18062	18966	5%	75582	75899	0%
Transactions	Teen Materials	910	1064	17%	3428	4142	21%
	Children's Materials	9387	13182	40%	33951	52883	56%
	Total Adult/Teen/Children's Materials	28359	33212	17%	112961	132924	18%
Materials Shared	Items provided to other libraries from Mead	9436	9125	-3%	38979	31103	-20%
With Other	Items received for Mead patrons from other libraries	4949	4902	-1%	22627	20492	-9%
Libraries	Total Interlibrary Loans (Transits)	14385	14027	-2%	61606	51595	-16%
E-Content	Books and audiobooks (Libby, Hoopla)	6980	6668	-4%	27978	27124	-3%
Checkouts	Music (Hoopla)	87	74	-15%	249	295	18%
	Video (Hoopla, Kanopy)	871	842	-3%	2362	2994	27%
	Magazines (Libby)	219	213	-3%	1103	882	-20%
	Total E-Content Checkouts	8157	7797	-4%	31692	31295	-1%
Library Visits	Gate count	10890	17397	60%	40003	66600	66%
Research Inquiries	Research Inquiries	2957	4180	41%	9391	14215	51%
Internet Usage	Library Workstation Sessions	1383	2014	46%	15138	8894	-41%
Provided	Wireless Sessions	4137	5324	29%	13987	23258	66%
Number of Library	Sheboygan Residents				31652	32695	3%
Card Holders	Non-Sheboygan Residents				8441	8106	-4%
	Total Number of Library Card Holders				40093	40801	2%
Classes, Seminars,	Children (0-11) Quantity	11	58	427%	38	214	463%
Workshops, Events	Children (0-11) Participants	291	1335	359%	1191	5705	379%
	Teen (12-18) Quantity	0	4	No Previous Year Data	0	16	#DIV/0!
	Teen (12-18) Participants	0	69	No Previous Year Data	0	350	#DIV/0!
	Adult (18+) Quantity	10	37	270%	42	149	255%
	Adult (18+) Participants	407	387	-5%	1653	2155	30%
	Total number of Classes, Seminars, Workshops, Events	21	99	371%	80	379	374%
	Total number of Participants	698	1791	157%	2844	8210	189%
Conference Room	Rocca Meeting Room	35%	28%	-7%	22%	28%	6%
Utilization	Loft Meeting Room	0%	27%	27%	0%	25%	25%
	Public Conference Room #1	1%	17%	16%	1%	21%	20%
	Public Conference Room #2	0%	16%	16%	0%	13%	13%
Study Rooms	Study Rooms Hours Used	382.5	329.5	-14%	614.5	1633	166%
Utilization	Percent Utilization	58%	33%	-25%	29%	31%	2%
Volunteer Hours	Volunteer Hours	125	183.5	47%	457.75	896.68	96%

^{*}Stats effected by the COVID-19 Pandemic

Friends of Mead Public Library Board Minutes May 19, 2022

The meeting of the Friends of Mead Public Library Board was held at 9:30 a.m. on Wednesday, May 19, 2022 in the Rocca Room at Mead Public Library. Present were: Giesen, King, Loth, Mahlendorf, Mitch, Nelson, Quicker, Schoenenberger, Shirk, Wiese, Zimmermann, DeAmico and Mehn. Excused: Olson, Van Calligan

1. Call to Order- King

• Meeting called to order at 9:30 a.m. with a quorum present.

2. Friends Member Comments- None

3. Minutes of the April 2022 Meeting-Giesen

- April minutes were distributed electronically.
- Motion made and seconded to accept the April minutes as distributed. No discussion. Motion passed.
- Giesen announced that the revised FMPL scholarship documents will be distributed again along with the May minutes.

4. Treasurer's Report- Wiese/ DeAmico

- The treasurer's report for April 2022 was distributed electronically.
- Wiese reported that \$398.30 had been received as donations and this
 included money from Amazon Smiles. Giesen asked why Amazon Smiles
 was not reported in its own cost center. DeAmico stated that she will make
 the correction.
- April collections for Gift of Reading totaled \$1350.00.
- The treasurer's report will be filed for audit with the above stated correction.

5. Bookstore Report- Giesen/Mitch

- Mitch reported that eBay sales for April were \$673.93. She shared an informational sheet that showed the items sold on eBay and the amount.
- Giesen reported that April bookstore sales were \$602.30, volunteer sales \$25.45, and Sell Back Your Books \$62.30. Better World Books was sent 134 books (7 boxes) in April.
- Giesen reported that an additional 30 children's books had been donated to Potter's Place. The thank you note was read.
- Preparations continue for the Big Book Sale in October.

6. Liaison Report- Mehn

 Mehn reported that the Friends newsletter, both on line version and paper version, have been sent out.

Liaison Report- Cont'd

- Mehn reported that the Friends application for the SCIO Night Market has been approved. Payment for participation for all three nights (June 24, July 29 and August 26) is due June 1. She will work with Wiese and DeAmico on the payment. Mehn will inform SCIO that we will need electrical hookup. Mead will supply power strip and power cord needed as well as tables, chairs and Mehn will provide some interior lights. Load in and set up is 1-3 pm (no late load ins will be allowed) and the market runs from 4-9 pm. Some board members have already committed to specific days. If you are able to assist, contact Mehn. (Action Item)
- Mehn reported that the 50th anniversary open house went well. Next anniversary event is the Golden Ticket Event on Wednesday, July 20. Mehn reported that it had been pointed out to her that July 20 is a board meeting day and asked how the board wished to handle. Suggestion was made to forego the board meeting and volunteer for the event that day instead. Hours of the Gold Ticket event are 10 am to 12 noon. Motion was made and seconded to cancel the July board meeting. Discussion followed. Motion passed.
- Mehn reported that the raffle brought in \$1165.00 and that all prizes have been picked up. A total of 233 tickets were sold with 92 for the golf package for \$460, 42 for the framed print for \$210 and 99 for the quilt for \$495. It was felt that selling just individual tickets may have been a reason for lower sales.

7. Foundation Report- Loth/ DeAmico

- The Foundation will be meeting in May the week of May 23rd.
- Loth reported that the Foundation banner for the 125th anniversary for Mead is displayed on the fencing on the way into the library.

8. Unfinished Business-

- 50th Anniversary Celebration- Mehn
 - Mehn reported under Liaison Report (Ongoing Action Item for 2022)

• CRM Software Update- Shirk/Mehn

- Mehn reported that she has sent up Donor Box but cannot proceed further until the payment portion, either Stripe or PayPal, is worked out with Kohler Credit Union. Wiese and DeAmico will talk with Kohler Credit Union and follow-up with Mehn. (Action Item)
- It was suggested that an e-survey be done with the Friends membership to see what the response would be to being able to pay dues and make donations on line. Mehn will explore. (Action Item)
- Mehn reported that she had contacted Friends groups at other libraries and most still do cash or checks with some using their library's donation system. (Ongoing Action Item for 2022)

Community Read Update- Shirk

- Shirk reported for Olson that the committee had met on May 10th.
- O Positive input from members. Olson shared information with committee from the webinar she listened to about the Community Read. Olson feels that the grant writing is doable and the committee decided to move forward with this project for 2023-2024 with realistic goals and expectations in mind. Demographic information as well as additional facts regarding Friends activities through the past years will be gathered. No additional meeting is scheduled until fall when the book list becomes available.

(Ongoing Action Item)

By-Laws Committee Update- King

- King reported that the committee has almost finished its review of the by-laws, policy sheet and duties/responsibilities document.
- Documents will be presented at the August board meeting. Final version of the by-laws will need to be voted on at the annual meeting in January 2023. (Action Item)

• Gift of Reading Update- Shirk

- o Shirk stated that total collections so far are just over \$4000.
- o DeAmico asked if she can release the Gift of Reading dollars collected to date to the library. Board was in agreement to do so.

• Friends Scholarship- Mitch

- Mitch reported that the paperwork for the Friends scholarship is ready to go but the application form will not be distributed until the Foundation's scholarship is also ready.
- The Friends scholarship application will be printed on Friends of Mead Library letterhead paper.

Summer Social- King

King reported that 11 people will be attending lunch at The Bull.
 If your plans change and you can or cannot come, please contact King.

9. Correspondence and Announcements- None

- 10. New Business- None
- 11. Good of the Order- Schoenenberger provided a brief update on Van Calligan
- 12. Next Meeting- Wednesday, June 15, 2022 at 11:30 am at The Bull
- 13. Meeting Adjourned at 10:07 a.m. by King

Submitted by, Marge Giesen, Secretary

Actions Items

- ✓ Night Market- Mehn
 ✓ 50th Anniversary Celebration- Mehn/Anniversary Committee
 ✓ CRM software project- Ongoing

- ✓ Community Read- Olson/Shirk- Ongoing✓ By-laws and other FMPL documents update- King

Mead Public Library Board of Trustees Finance Committee Schedule of Meetings, 2022 - 2023

<u>2022</u> <u>2023</u>

January 27 January 26

April 28 April 27

July 28 July 27

November 17* November 16*

Meetings are held at 6:30 p.m. on the 4^{th} Thursday (except where noted) every 3 months (Quarterly) or as needed in the Rocca Room, or virtually.

^{*}Denotes a 3rd Thursday