



FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

December 23, 2024 at 5:00 PM

Council Chambers, 828 Center Avenue, Sheboygan, WI

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553,494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Finance Department at 920-459-3311. Persons other than council members who wish to participate remotely shall provide notice to the Finance Department at 920-459-3311 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
2. Roll Call - Alderperson Felde may attend remotely
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes - December 9, 2024

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. R. O. No. 84-24-25 / December 2, 2024: Submitting a claim from Mercy Yang/Steven Vue for alleged damages to vehicle when it struck a loose sewer hole lid; recommends filing the document.
7. Res. No. 134-24-25 / December 16, 2024: A RESOLUTION confirming the final allocation for expenses utilizing American Rescue Plan Act (ARPA) funds to pay for various eligible capital projects and authorizing the Finance Director to complete a 2024 budget amendment with associated anticipated costs.
8. Res. No. 137-24-25 / December 16, 2024: A RESOLUTION authorizing entering into a Pre-Development Agreement with Cherry Faith Properties, LLC regarding construction of mixed-use development on the property located at 1512 North 17th Street.
9. Res. No. 140-24-25 / December 16, 2024: A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the purchase and installation of an automated materials handling system for return materials at Mead Public Library.
10. Res. No. 141-24-25 / December 16, 2024: A RESOLUTION amending the 2024 budget for various expenses incurred or planned.

- [11.](#) Direct Referral Res. No. 143-24-25 by Alderpersons Mitchell and Perrella adopting a Citizen Participation Plan which is required when funds are required from the U. S. Department of Housing and Urban Development, Community Development Block Grant Program.
- [12.](#) Direct Referral Res. No. 144-24-25 by Alderpersons Mitchell and Perrella authorizing Kristen Fish-Peterson of Redevelopment Resources, LLC to act on behalf of the Mayor as a Certifying Officer for the issuance of environmental reviews related to the HUD Community Development Block Grant (CDBG) program.

DATE OF NEXT REGULAR MEETING

13. Next Meeting Date - January 13, 2025

ADJOURN

14. 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
R. O. 84-24-25**

BY CITY CLERK.

DECEMBER 2, 2024.

Submitting a claim from Mercy Yang/Steven Vue for alleged damages to vehicle when it struck a loose sewer hole lid.

DATE RECEIVED

11-8-2024

RECEIVED BY

MKC

CLAIM NO.

14-24

Item 6.

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: MERCY YANG/STEVEN VUE
2. Home address of Claimant: 1411 CAMELOT BLVD. SHEBOYGAN, WI 53081
3. Home phone number: (920) 860-3035
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 10/8/24, 4PM
6. Where did damage or injury occur? (give full description) NORTH 27TH & COLUMBUS STREET NEAR HOME : 3205 N. 27TH ST. SHEBOYGAN
7. How did damage or injury occur? (give full description) THERE WAS A LOOSE LID TO A SEWER HOLE. NO WARNING SIGNS / CONES WERE AROUND THE SEWER. MY HUSBAND DROVE OVER THE HOLE WHICH CAUSED THE BACK RIGHT TIRE TO POP & DAMAGE THE RIM.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: _____
 - (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: NORTH 27TH & COLUMBUS STREET INTERSECTION
 - (b) Claimant's statement of basis for such liability: NO SIGNS OR CONES WERE IN THE AREA TO AVOID THE SEWER HOLE

10. Give a description of the injury, property damage or loss, so far as is known at time. (If there were no injuries, state "NO INJURIES").

Item 6.

NO INJURIES, BUT A FLAT TIRE & DENTED RIM

NATE IN SEWER DEPARTMENT WAS CONTACTED 10/9/24 TO FIX

11. Name and address of any other person injured: _____

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ 278.92

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 278.92

Damaged vehicle (if applicable)

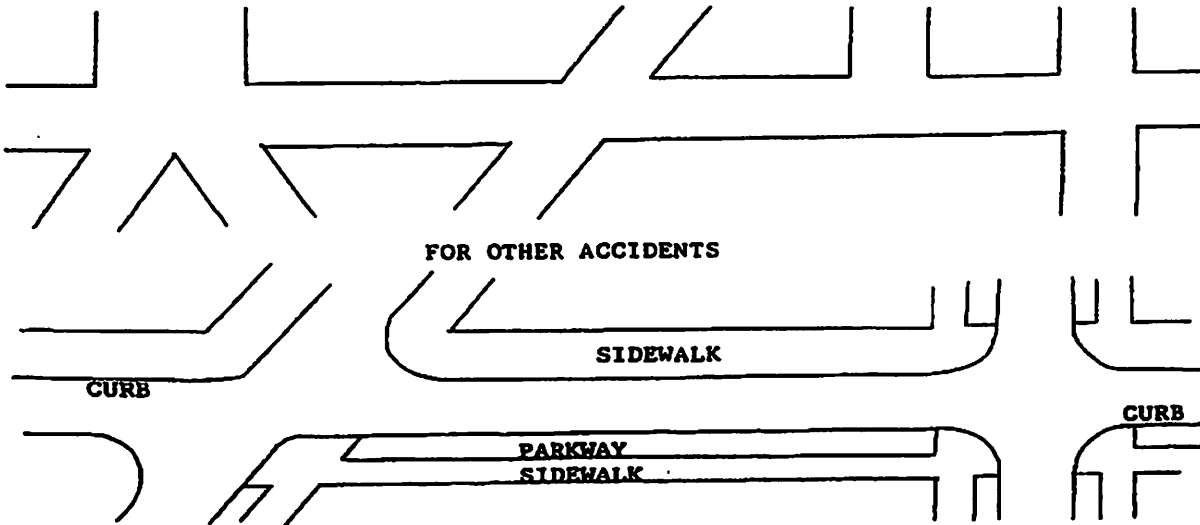
Make: ACURA Model: MDX Year: 2006 Mileage: 192,905

Names and addresses of witnesses, doctors and hospitals: _____

SEE ATTACHED PHOTOS

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT

[Handwritten signature]

DATE 11/4/24

11/4/24

DATE RECEIVED _____

RECEIVED BY _____

Item 6.

CLAIM NO. _____

CLAIM

Claimant's Name: MERCY YANG
 Claimant's Address: 1411 CAMELOT BLVD
SHEBOYGAN WI 53081
 Claimant's Phone No. (920) 860-3035

Auto \$ 278.92
 Property \$ _____
 Personal Injury \$ _____
 Other (Specify below) \$ _____
TOTAL \$ 278.92

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

**WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)**

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 278.92.

SIGNED *Mercy Yang* DATE: 11/4/24

ADDRESS: 1411 CAMELOT BLVD. SHEBOYGAN, WI 53081

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

QUOTE
912966

FIRESTONE COMPLETE AUTO CARE
2606 WASHINGTON AVE
SHEBOYGAN, WI. 53081

SERVICE ADV
31 MATT
920.458.0375

Item 6.

Emailed on 10/09/2024
Emailed to mercyangvue@hotmail.com

YANG, MERCY
1805 S 13TH ST
SHEBOYGAN, WI 53081-5820

2006 ACURA MDX TOURING
3.5L V6 FI GAS
LIC # 186XYK WI VIN # 2HNYD18856H538411
IN MILEAGE 0

Store # 783026

QUOTE

Description	Article		Part	Labor	Extended Price	Job Total
	Number	T# Qty				
FIRESTONE TIRE PACKAGE						
005375 DESTINATION LE3 OWL 265/65R17 112T 70,000 Mile Limited Warranty	005375	1	204.99		204.99	224.97
NEW TIRE WHEEL BALANCE LABOR	7013632	1		12.99	12.99	
RUBBER VALVE STEM	7015040	1	2.99		2.99	
SCRAP TIRE RECYCLING FEE	7075078	1		4.00	4.00	
TIRE INSTALLATION	7015016	1		N/C	N/C	

VEHICLE NOTES

CAUTION: Some models are equipped with uni-directional wheels; before mounting and rotating tires, check owner's manual.

Prices valid for 30 days.

Summary	
Parts	207.98
Labor	16.99
Shop Supplies	1.04
Sub	226.01
Tax	12.43
Total	238.44

THIS IS NOT AN INVOICE- DO NOT PAY

7

Quote
0900001113
10/09/2024

Goodyear
Auto Service Centers 6859
 2001 Parkway Dr
 West Bend, WI 53095
 262-306-1676
 Federal Tax Id 340253240

Operator: Scott Wilco
Item 6.

Customer Info:
 MERCY
Primary Ph: 920-860-3035
Customer #:

Vehicle Info:
Year:
Make:
Model:
License/State: /
VIN:

PRODUCT	DESCRIPTION	QTY	PART	LABOR	TOTAL
480061856	265/65R17 112T SL WRL WORKHORSE AT OWL	1.00	245.99	0.00	245.99
044555000	TIRE INSTALLATION PACKAGE W/TPMS INCLUDES: MOUNTING & INSTALLATION, LIFETIME BALANCE, LIFETIME ROTATIONS, TPMS REBUILD KIT, & FREE ALIGNMENT CHECK.	1.00	12.50	20.00	32.50
!TPMS	TPMS KIT	1.00			
071000000	SCRAP TIRE DISPOSAL AUTO	1.00	5.50	0.00	5.50
		Parts Total*	263.99	State Tire Fee	0.00
		Labor Total	20.00	Excise Tax	0.00
				Sub Total	283.99
				Taxable Amount	283.99
				Sales Tax	15.62
				Estimate Total	299.61
				Expiration Date	01/07/2025

INVOICE

Invoice No. 333457

Item 6.

RHINE AUTO INC
W5695 GARTON RD

PLYMOUTH, WI 53073
1-800-535-2325



Order # 49450714
Claim Number
Customer PO# STEVEN
Customer RO#
Contact

Date 15 Oct 2024
Time 12:11:16 CDT
Salesperson Derek
Sales Type Charge Account

Invoice To
STEVEN VUE
1411 CAMELOT BLVD
SHEBOYGAN, WI 53081

Ship To
STEVEN VUE
1411 CAMELOT BLVD
SHEBOYGAN, WI 53081
920-242-2057

Delivery Customer Pickup



Stock #	Part Description	Price
PO #28115	2006 MDX Wheel 17x6-1/2 (alloy), 10 spoke 71736 VIN: 2HNYD18986H521434 Part Comments: GRADE-B3,17X6-1/2 (ALLOY), 10 SPOKE ORDER IN THROUGH TISLER : POC: SAL THIS IS FOR STEVEN IN DISMANTLING !!!	65.00

Sub Total: 65.00
Tax: 3.58
Total: 68.58

Invoice Terms

10/15/24. Pushed through for Invoicing - DC

6 MONTH warranty on all purchased parts unless otherwise noted.
Warranty covers the purchased part. Warranty does not cover labor charges.
All claims and returns must be accompanied by this invoice. No returns after 10 days. No return on electrical parts.
Returned parts must be in the same condition as when purchased. No refund for parts that have been disassembled.
20% restocking charge on cash returns. Deposits not refundable after 30 days.
Rhine Auto inc. is not responsible for any loss by installation, removal or use of this merchandise.

THANK YOU FOR ALLOWING RHINE AUTO TO HELP YOU WITH YOUR AUTOMOTIVE NEEDS. PLEASE CALL AGAIN.

PAID FOR NEW TIRE

Retail Invoice

137645
Emailed on 11/04/2024
Emailed to
svuemidwestbassing@gmail.com



www.FirestoneCompleteAutoCare.com

In: 11/03/2024
Out: 11/04/24 09:10PM
Item 6.

Cust Status: Drop Off Appt: Yes

FINAL INVOICE

SHEBOYGAN FALLS - 2606 WASHINGTON AVE, SHEBOYGAN, WI. 53081 - 920.458.0375

Service Advisor: 31 MATT

Wheel Lock:

Technician: 31 MATT

Customer Details:

Alt. Auth. Name & Phone:

Vehicle Details:

VUE, STEVEN
1805 S 15TH ST

N/A

2006 ACURA MDX BASE

SHEBOYGAN, WI 53081
920.242.2057

3.5L V6 FI GAS
VIN #: 2HNYD18856H538411
LIC #: 186XYK WI
MILEAGE: 192,963

Description	Rev Hist	Unit	Extended	Job
	/Article # ID	Qty	Price	Total
COURTESY CHECK	31			
Battery Test Results:Your battery is measuring within the manufacturer's specification for required CCA. Your battery has sufficient power and should reliably start the vehicle. You're recommended to have your battery tested after 90 days. RECCOMENDING TIRES DUE TO CRACKING IN THE SIDEWALL, TIRE SALE NOVE 7-10 THESE TIRES WILL BE \$160 OFF THE SET OF 4				
COURTESY CHECK	7046930 31TS	1	N/C	N/C
STANDARD WHEEL BALANCE (All 4)	31			56.40
Symptom: STANDARD WHEEL BALANCE (JOBS)				
	7013178 31TS	4	14.10	56.40
ALIGNMENT SERVICE (12-MONTH WARRANTY)	27			123.99
REAR CONTROL ARMS ARE RUSTED, TECH COULD NOT GET THEM LOOSE TO ADJUST AND DIDN'T WANT TO BREAK ANYTHING				
STANDARD WHEEL ALIGNMENT	7004578 14TS	1	123.99	123.99
Donation	31			1.00
BOYS AND GIRLS CLUBS OF AMERICA	7013276 31NN	1	1.00	1.00

ORDER NOTES

RIGHT FRONT TIRE SUGGESTED: Cracking
LEFT REAR TIRE SUGGESTED: Cracking
LEFT FRONT TIRE SUGGESTED: Cracking
MINI LIGHTS - REVERSE/BACKUP LIGHT REQUIRED: Does Not Light Up; Drivers Side
MANUFACTURER'S RECOMMENDED MAINTENANCE: ENGINE OIL

All parts are new unless otherwise specified.

Payment History:

Visa 4991 210.34 08923D Sale
MID: 222220337794
Term: 0003 Card Inserted
AID:A0000000031010 PIN NOT VERIFIED
Total Tendered 210.34

Summary:

Parts 1.00
Labor 180.39
Shop Supplies 18.04

Sub-Total 199.43
Tax (5.50%) 10.91
Total **\$210.34**

**PAID FOR TIRE INSTALL
& WHEEL BALANCE / ALIGNMENT**

Declined Work:

Retail Invoice
137645
Emailed on 11/04/2024
Emailed to
svuemidwestbassing@gmail.com



In: 11/03/2024
Out: 11/04/24 05:10 PM
Item 6.

www.FirestoneCompleteAutoCare.com

Cust Status: Drop Off Appt: Yes **FINAL INVOICE**

SHEBOYGAN FALLS - 2606 WASHINGTON AVE, SHEBOYGAN, WI. 53081 - 920.458.0375

FIRESTONE TIRE PACKAGE
MINI BULB REPLACEMENT
STANDARD OIL CHANGE



I have received the above goods and/or services. If this is a credit card purchase, I agree to pay and comply with my cardholder agreement with the issuer.

Customer Signature

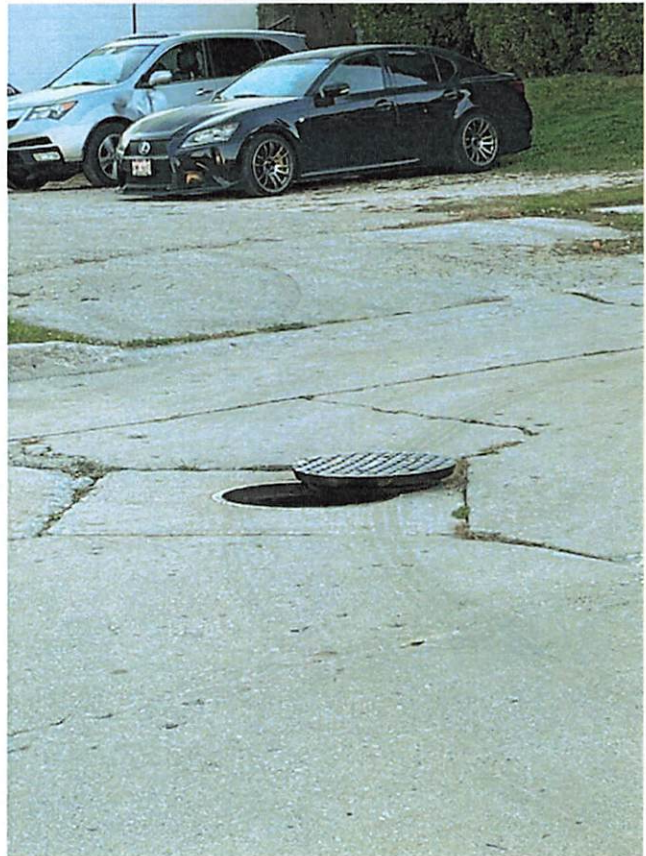


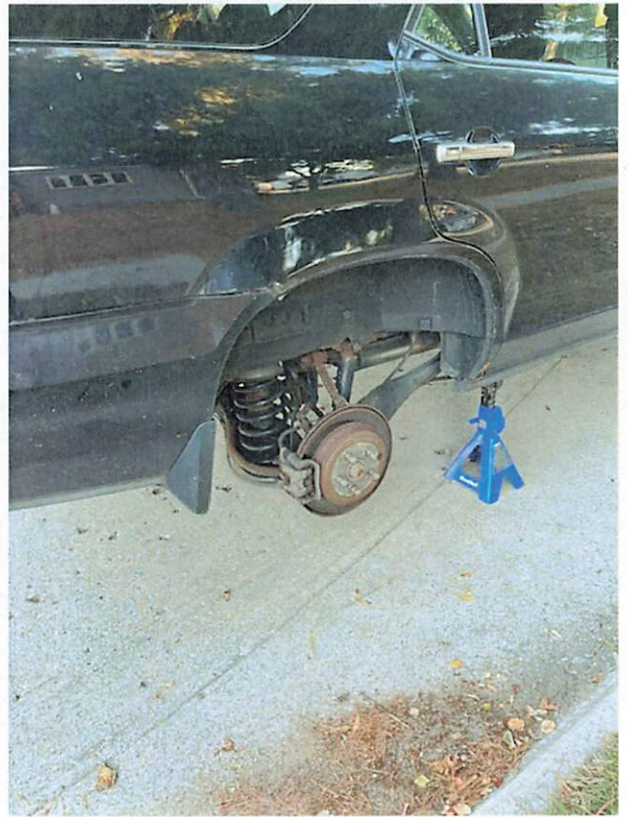
Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. Agriculture, Trade and Consumer Protection, PO Box 8911, Madison, Wisconsin 53708-8911

HOW ARE WE DOING?

Tell us about your experience today!

Complete a 4-minute survey for a chance to win one of ten \$50 gift cards each month!
Visit www.FirestoneSurvey.com within 4 days and enter Code 783026-137645





**CITY OF SHEBOYGAN
RESOLUTION 134-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

DECEMBER 16, 2024.

A RESOLUTION confirming the final allocation for expenses utilizing American Rescue Plan Act (ARPA) funds to pay for various eligible capital projects and authorizing the Finance Director to complete a 2024 budget amendment with associated anticipated costs.

WHEREAS, the City of Sheboygan received \$22,006,206 of funding through ARPA; and

WHEREAS, Common Council approved intent Resolution No. 71-21-22 on October 18, 2021 allocating these funds to various projects; and

WHEREAS, staff has brought forward several changes to the initial spending plan for these funds that have received Common Council support and approval; and

WHEREAS, staff recommends adopting a resolution with the final project allocations for audit and transparency purposes; and

WHEREAS, all funds have been allocated and contracts have been entered into based on the ARPA requirements and deadline of December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby confirms the final allocations of ARPA funds towards the following projects:

Administrative Expenses – Staff Wages & Benefits	\$10,205.52
Affordable Housing – Jakum Hall Demolition	\$304,035.22
Aid to Tourism – Room Tax Losses	\$563,489.00
Broadway Avenue Sewer Reconstruction	\$1,000,000.00
Crisis Co-Response Pilot Program	\$539,494.00
Cybersecurity Upgrades	\$57,216.00
Affordable Housing – Gen Cap Grant	\$2,000,000.00
Sheboygan Water Utility – Raw Water Intake Project	\$9,550,000.00
Small Business Emergency Assistance Program	\$363,668.35
Uptown Social – Fiber Connection	\$48,502.50
Uptown Social – Community Center Construction	\$782,510.00
Uptown Social - Gymnasium Construction	\$450,000.00

Affordable Housing – Vue 14 Grant	\$1,200,000.00
Affordable Housing – Partners Gateway Apts Grant	\$3,600,000.00
Library – Roof Replacement	\$250,000.00
Park Projects - Wildwood Parking Lot & Kiwanis Roads	\$449,012.56
Wildwood Softball Scoreboard Replacement	\$35,830.00
Affordable Housing – Partners Sukowaty Property Grant	\$200,000.00
Police/Fire Department Portable Radios	\$602,242.85

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 137-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

DECEMBER 16, 2024.

A RESOLUTION authorizing entering into a Pre-Development Agreement with Cherry Faith Properties, LLC regarding construction of mixed-use development on the property located at 1512 North 17th Street.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Pre-Development Agreement Between Cherry Faith Properties, LLC and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**PRE-DEVELOPMENT AGREEMENT
BETWEEN
CHERRY FAITH PROPERTIES, LLC
AND
THE CITY OF SHEBOYGAN**

THIS PRE-DEVELOPMENT AGREEMENT (“Agreement”) is entered into by the City of Sheboygan, a Wisconsin municipal corporation with a mailing address of 828 Center Ave, Sheboygan, WI 53081 (“City”), and CHERRY FAITH PROPERTIES, LLC, a Wisconsin Limited Liability Company with a mailing address of 2054 S 102ND St. West Allis, WI 53227 (“Developer”). The City and the Developer may be jointly referred to herein as the “Parties” or singularly as a “Party.”

RECITALS

Staff from the City have been in discussions with the Developer regarding City-owned property located at 1512 N 17th Street, (“**Property**”), and includes Parcel No. 59281624220 for the purpose of constructing mixed-use development. A map of the property is herein attached as **EXHIBIT A**.

The Parties are continuing to negotiate the terms of the development agreement and would like to secure certain rights related to the Project before investing additional time and money exploring the development of the Project.

The City finds that allowing the Developer the rights to the Property pursuant to the terms and conditions in this Agreement will be beneficial to the City for many reasons, including the possibility of the Project bringing additional housing to the City of Sheboygan.

THEREFORE, for the mutual considerations contained herein, the City and the Developer agree as follows:

TERMS

1. **Recitals**. The recitals above are hereby incorporated into and made a part of this Agreement.
2. **Term**. This Agreement shall be valid on the date of full execution by the Parties and shall remain in full force and effect until December 1, 2025, unless earlier terminated as provided for herein. This may be extended by mutual agreement of both parties.
3. **City Responsibilities**. During the term of this Agreement, the City agrees as follows:
 - a. The City shall not enter into any contracts with a third party for the sale of any portion of the Property without the prior written approval of the Developer.
 - b. The City shall take the necessary steps to rezone the Property with the concurrence of the Developer to make the proposed project feasible.
 - c. The City shall develop plans for the creation of a TID to incentivize the proposed development.

- d. The City shall allow the Developer and the Developer's employees, agents and contractors to enter onto the Property for the purpose of conducting engineering and site testing so long as the Developer provides at least notice 24 hours in advance to the City Engineer. The City reserves the absolute right to deny entry onto the Property if there are conflicts (e.g., the City will be conducting excavating work during that time the Developer desires to enter onto the Property) or reasonable safety concerns, as solely determined by the City. In such case, the City will make all reasonable efforts to inform the Developer as soon as possible when entry will be denied.
 - e. City shall work to acquire the property or obtain an option to purchase the property.
 - f. Nothing in this Agreement guarantees the approval of the zoning change, concept plan, preliminary/final plat, development agreement.
4. Developer Responsibilities. During the term of this Agreement, in addition to any other responsibilities contained in this Agreement, the Developer agrees as follows:
- a. The Developer shall immediately terminate this Agreement pursuant to Paragraph 7(b), below, in the event the Developer decides, for any reason, to no longer pursue the Project.
 - b. For the duration of the Agreement, the Developer shall have and maintain insurance in the amounts provided for on **EXHIBIT B**.
 - c. The Developer shall create a site plan for consideration by the city for the build out of the Property.
 - d. The Developer shall provide evidence of initial financing to the satisfaction of the City.
 - e. Should the Developer create a limited liability company specific to this project, Developer shall provide notice to the City of any company updates which shall be included in any future development agreements on the Property.
5. Mutual Responsibilities. During the term of this Agreement, the Parties agree to work together on the overall concept design and regulations associated with the Project; however, nothing contained herein shall be construed to mean, imply or guarantee that the Project or any part thereof including, but not limited to, architectural designs or plans, has been or will be approved by the City Council.
6. Termination.
- a. This Agreement shall automatically terminate upon execution by the Parties of a Development Agreement for the Property and Project.
 - b. This Agreement may be terminated by either Party with seven calendar days' advance notice to the non-terminating party should the non-terminating party materially breach any of the terms contained herein.

- c. The City may terminate this Agreement at any time and without notice if:
- i. The Developer has made or is found to have made any statement that was proven to have been false in any material respect to this Agreement and/or
 - ii. The Developer: (1) becomes insolvent or generally does not pay, or is unable to pay, or admits in writing its inability to pay, its debts as they mature, (2) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets, (3) becomes the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors, (4) files a petition or application in bankruptcy or any similar proceeding or has such a proceeding commenced against the Developer, and such petition, application or proceeding either remains undismissed for a period of ninety (90) days or more or Developer files an answer to such a petition or application admitting the material allegations therein, or (5) applies to a court for the appointment of a receiver or custodian for any of Developer’s assets or properties or has a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver is not discharged within ninety (90) days after his/her appointment, and/or (6) adopts a plan of complete liquidation of its assets.

7. Indemnification. Developer agrees at all times during the term of this Agreement to indemnify, hold harmless and defend the City, its boards, committees, officers, employees, authorized representatives and volunteers against any and all liabilities, losses, damages costs or expenses (including, without limitation, actual attorney’s and consultant’s fees) which the City, its boards, committees, officers, employees and representatives may sustain, incur or be required to pay by reason of or in any way related to bodily injury, personal injury or property damage of whatsoever nature or in connection with or in any way related to the performance of the work by Developer, its employees, agents and anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused solely by or resulting from the gross negligent acts of the City. Developer’s indemnity obligations shall not be limited by any worker’s compensation statute, disability benefit or other employee benefit or similar law or by any other insurance maintained by or required of Developer. No member, official or employee of the City shall be personally liable to any Party in the event of any default or breach by the Developer on any obligations under the terms of this Agreement.

8. Miscellaneous.

- a. Nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the City and Developer or cause the City to be responsible in any way for the debts or obligations of Developer or any other person.
- b. Except as otherwise specifically set forth in this Agreement, the respective rights and liabilities of Parties under this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other Party.

c. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) three business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, air bill prepaid, and each such communication or notice shall be addressed as follows, unless and until either Party notifies the other in accordance with this Paragraph of a change of address:

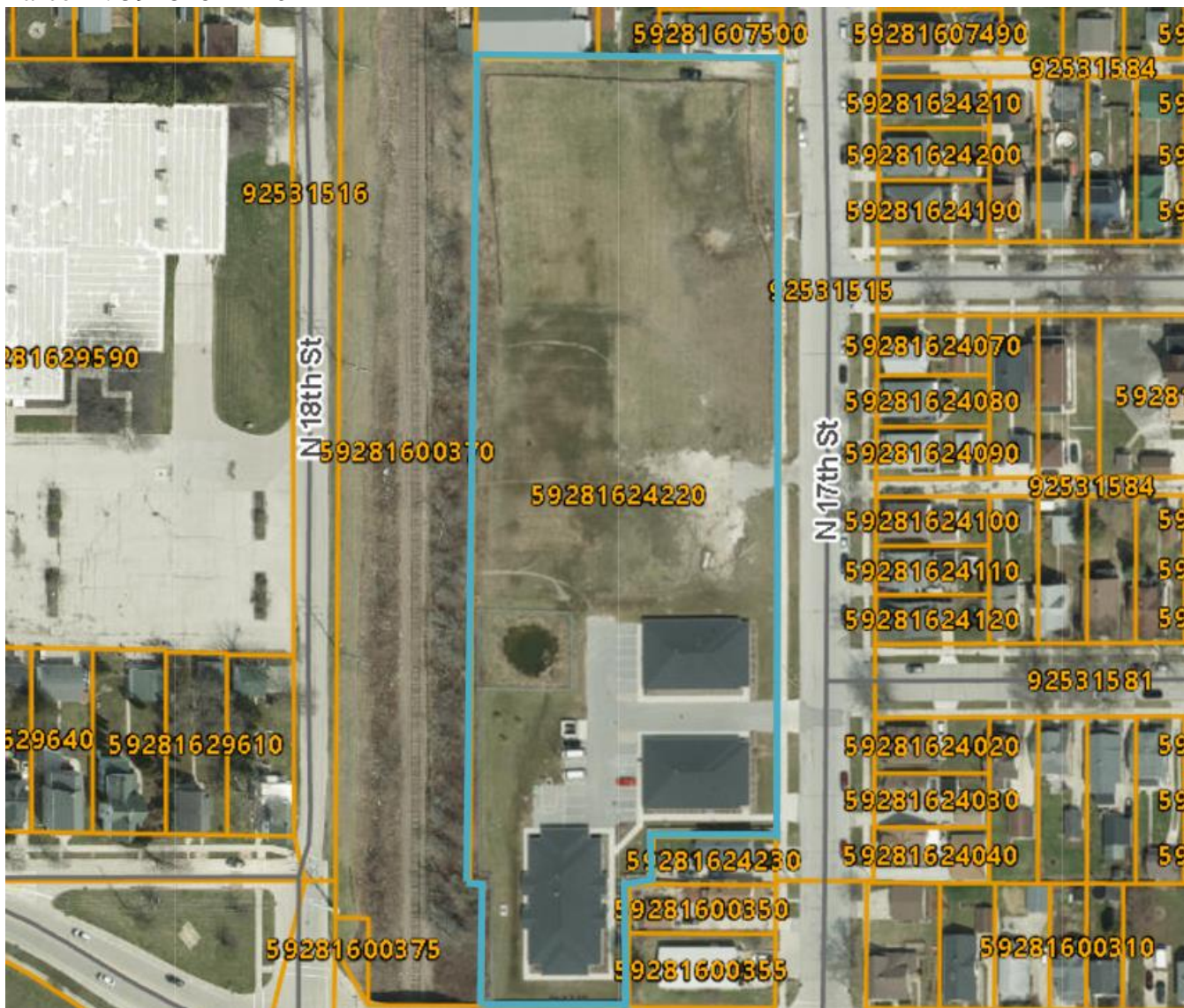
- | | | |
|--|------------------|---|
| d. No waiver, amendment, or variation in the terms of this | If to City: | City Administrator
City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081 |
| | If to Developer: | Cherry Faith Properties, LLC
2054 S 102 nd St
West Allis, WI 53227 |

Agreement shall be valid unless in writing and signed by the Parties and then only to the extent specifically set forth in writing.

- e. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.
- f. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.
- g. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken related to the Property or the Project; nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
- h. The Developer shall pay all reasonable fees, costs and expenses incurred by the City, including attorney's fees, in connection with the enforcement of this Agreement including, without limitation, the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer or any successor or assign.

EXHIBIT A Property Map

Parcel #: 59281624220



INSTRUCTIONS FOR EXECUTING LEGAL DOCUMENT

CORPORATION INSTRUCTIONS

If the party signing the legal document is a **CORPORATION**, the signatories on the document must be parties authorized to sign by the corporation (typically the manager, agent or secretary) and the following certificate should be executed and returned to the City of Sheboygan:

I, _____ (print name), certify that I am the _____ (title) of _____ (business name), a corporation in good standing in the State of _____, and that I have duly signed the foregoing document for and on behalf of the business by authority of its governing body, within the scope of its corporate powers.

Signature

(Corporate Seal)

Date

If the document is not signed by the secretary, manager or agent authorized to sign on behalf of the corporation, the certificate should be executed by some other officer of the corporation under the corporate seal. Alternatively, in lieu of the foregoing certificate, there must be attached to the legal document copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

LIMITED LIABILITY COMPANY INSTRUCTIONS

If the party signing the legal document is a **LIMITED LIABILITY COMPANY**, unless the LLC filed a Statement of Nonapplicability with the Wisconsin Department of Financial Institutions (“DFI”) before 12/31/22, the signatories on the document must be persons authorized to legally bind an LLC via a Statement of Authority filed with the DFI (Form 501), as required by Wis. Stat. § 183.0302.

As such, person(s) signing on behalf of the LLC must attach a copy of the filed and approved Statement of Authority or Statement of Nonapplicability.

PARTNERSHIP INSTRUCTIONS

If the party signing the legal document is operating as a **PARTNERSHIP**, each partner must sign the document.

EXCEPTION: If each partner does not sign the document, attached to the document must be a duly authenticated power of attorney evidencing the signer’s (signers’) authority to sign such document for and on behalf of the partnership.

INDIVIDUAL INSTRUCTIONS

If the party signing the legal document is an **INDIVIDUAL** or **INDIVIDUALS**, the trade name, if applicable, must be indicated in the document and such individual(s) must each sign the document.

EXCEPTION: If signed by someone other than the individual(s) entering into the agreement, there must be attached to the document a duly authenticated power of attorney evidencing the signers' authority on behalf of the individual(s).

EXHIBIT B
City of Sheboygan Insurance Requirements

It is hereby agreed and understood that the insurance required by the City of Sheboygan is primary coverage and that any insurance or self-insurance maintained by the City of Sheboygan, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force for the duration of the Agreement unless otherwise specified.

1. **INSURANCE REQUIREMENTS — MINIMUM REQUIRED LIABILITY LIMITS.**
 - a. **Commercial General Liability:**
 - i. Each Occurrence: \$1,000,000
 - ii. Personal Injury: \$1,000,000
 - iii. General Aggregate: \$2,000,000
 - iv. Medical Expense: \$5,000/any one person
 - v. Products–Completed Operations (to remain in full force and effect for two years after the completion of the work or the termination/expiration of the contract, whichever is later): IF APPLICABLE, aggregate of \$2,000,000
 - vi. Fire Damage: IF APPLICABLE, \$50,000/any one fire
 - b. **Automobile Liability:** Must have coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.
 - c. **Workers’ Compensation and Employers Liability Insurance:** As required by the State of Wisconsin, must have sufficient limits to meet underlying Umbrella Liability insurance requirements. IF APPLICABLE for the work, coverage must include Maritime (Jones Act) or Longshoremen’s and Harbor Workers Act coverage.
 - d. **Umbrella Liability:** Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.
 - e. **Aircraft/Watercraft Liability:** IF APPLICABLE, Aircraft and Watercraft Liability insurance must be in force with a limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
 - f. **Builder’s Risk/Installation Floater/Contractor’s Equipment or Property:** The City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.
2. **INSURANCE REQUIREMENTS FOR SUBCONTRACTORS.** All subcontractors shall be required to obtain Commercial General Liability, Automobile Liability, Workers’ Compensation and Employers Liability as broad and with the same limits as those required per Contractor requirements, excluding Umbrella Liability, contained in Section 1 above.
3. **MISCELLANEOUS**
 - a. All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan.
 - b. Insurers must have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VI, and be authorized as an admitted insurance company in the state of Wisconsin.
 - c. The City of Sheboygan and its officers, council members, agents, employees and volunteers must be named as additional insured.
 - d. Certificates of Insurance acceptable to the City of Sheboygan must be submitted concurrently with the execution of the contract. These certificates must contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least thirty (30) calendar days’ prior written notice has been given to the City of Sheboygan.

**CITY OF SHEBOYGAN
RESOLUTION 140-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

DECEMBER 16, 2024.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the purchase and installation of an automated materials handling system for return materials at Mead Public Library.

WHEREAS, the circulation of materials through Mead Public Library is at an all-time high and a need has been identified to streamline the handling of return materials from the drive-through return slots as well as those dropped off inside the library; and

WHEREAS, the Library desires to automate the collection and sorting of returned materials to expedite reshelving and reduce employee strain; and

WHEREAS, the city issued Request for Bids #2066-24 specifying the requirements for the equipment. Of the two bids received, the lowest responsive bid has been found to comply with all specifications and is fit for use.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a purchase order to RFID Library Solutions, Inc. of Maple Grove, Minnesota in the amount of \$272,225.00 for the purchase, installation, final testing, staff training and five years of additional support of a new automated return material handling system for Mead Public Library.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds to cover the associated expenses with the above purchase from Account No. 255511-659200 (Mead Public Library Fund - Equipment Replacement).

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND RFID LIBRARY
SOLUTIONS, INC.
FOR THE PURCHASE, INSTALLATION AND MAINTENANCE OF AN AUTOMATED
MATERIAL HANDLING SYSTEM FOR MEAD PUBLIC LIBRARY, SHEBOYGAN WI**

This Agreement (“Agreement”) is made and entered into effective this ___the day of _____, 2024 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and RFID Library Solutions, Inc.(“Contractor”).

WITNESSETH:

WHEREAS, the City is the owner of Mead Public Library in Sheboygan, WI; and

WHEREAS, the City wishes to install an automated material handling and sorting system to handle materials returned to the library in a more efficient and effective manner; and

WHEREAS, the City issued a Request for Bids # 2066-24 detailing its requirements related to the system, its functionality and fitness for use as well as a desire to contract for a minimum of one annual maintenance visit for a period of five years following installation and the initial warranty period as detailed in **Exhibit # 1**; and

WHEREAS, the Contractor has expressed an interest in the provision, installation and on-going annual maintenance of the system in its proposal to City and included here as **Exhibit # 2**; and

WHEREAS, the City has reviewed all of the proposals received and determined that the proposal submitted by the Contractor best meets or exceeds all of the criteria required as detailed in the Request for Bids and is also the lowest responsive and responsible bid; and

WHEREAS, Contractor has affirmed its desire to provide the City with the necessary goods and 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 provide all materials and equipment and perform all work associated with the project as specified in Exhibits 1 related to the provision, installation and on-going maintenance of the system (“Goods and Services”).

Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully complete the project and shall dispose of all materials generated

during said installation in a lawful manner (the “Disposal”). Contractor shall be responsible for obtaining any and all applicable 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 facilities to be impacted by the project will continue to be occupied while the project is underway.

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 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. All work shall be closely coordinated with the City’s representative(s).

Article 3. CITY Representative

The City designates Chase Devrou, Director of Information Technology for Mead Public Library, as 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.

If the City’s Representative or his designee observes any work performed by the Contractor to not be in conformity with the Agreement, the City’s Representative will report that to the Contractor. The City’s Representative will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate course of corrective action.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed:

\$192,225.00 for the purchase and installation of the proposed system

\$ 16,000/Year for a total of (5) Years following the initial one-year warranty period to include two annual preventative maintenance visits per year to include 24/7 maintenance, software support

and upgrades and a spare parts package. A Total of \$ 80,000.00 is to be paid at time of invoicing for the installation of the system.

For avoidance of doubt, some additional structural modifications will be required by others to accommodate the installation of the equipment. Contractor shall assist as needed in the design and planning of these modifications so as to assure that the structure is ready to accept the new equipment.

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 Avenue, Suite 110
 Sheboygan, Wisconsin 53081

Contractor shall be required to file waivers of lien from all suppliers and subcontractors with the Owner prior to receiving payment. 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.

Contractor shall deliver to the City a complete release of all liens arising out of this Agreement before the retained percentage or the Final Payment is paid. If any lien remains unsatisfied after the retained percentage or the Final Payment is paid, Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens (including any costs and reasonable legal fees).

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:

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Reasonable doubt that the Agreement can be completed for the balance then unpaid.

- Liquidated damages due to the City.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City’s Representative is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

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. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

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 NOT REQUIRED

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 by **November 15, 2025** or within such extra time as may have been allowed by a mutually agreed extension (the “Deadline”) Due primarily to manufacturer lead time for materials, the City’s Representative shall have the authority to consent to an extension of the Deadline on behalf of the City and waive any associated penalties with liquidated damages.

Article 8. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline or the alternative final agreed upon completion date, 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

Contractor shall ensure that the System has the following warranties, which begin after Final Acceptance and completion of all training required in the Project Manual:

- All equipment and materials purchased as a result of this Agreement shall include the equipment manufacturer's standard warranty.
- Contractor shall provide a one-year warranty against defects for parts and labor.

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 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.

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done. The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever.

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 the City fails to make payment through no fault of the Contractor for a period of 30 days after such payment is due in accordance with the Contract Documents, the Contractor may, upon 7 days written notice to the City, terminate the Agreement and recover from the City payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.

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.

For the avoidance of doubt, the specific remedies identified in this Article 11 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

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:

Please refer to Insurance and Bonding Requirements attached as **Exhibit# 3**

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 Avenue
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

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. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

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.

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

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	RFID Library Solutions, Inc
City of Sheboygan	11020 89 th Avenue North
828 Center Avenue	Maple Grove, MN 55369
Sheboygan, Wisconsin 53081	

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 Request for Bids (including all attachments)
4. The Plan Set
5. All Addenda to the Request for Bids
6. All Other Submittals by Contractor

(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. Ch. 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.
6. **Intent of Contract Documents.**
 - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
 - b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined

Article 32. Incorporation of Required Clauses and Conditions

To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this contract between the City of Sheboygan and the contractor, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

To the extent Contractor is required, by this contract or by any applicable federal statute, regulation, or executive order, to include or incorporate any clause or condition into its subcontracts or Contractor agrees to ensure that any term.

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

CITY OF SHEBOYGAN, WISCONSIN

RFID Library Solutions, Inc.

BY: _____
Ryan Sorenson, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

EXHIBIT 1

REQUEST FOR BIDS
2066-24
CITY OF SHEBOYGAN
MEAD PUBLIC LIBRARY
AUTOMATED MATERIAL
HANDLING SYSTEM



CITY OF SHEBOYGAN
INVITATION TO BID
BID #2066-24
Mead Public Library
Automated Material Handling System

Bids will be received by the City of Sheboygan Purchasing Agent until 1:00 p.m. Local Time, Tuesday October 29, 2024 for the provision and installation of an Automated Material Handling System for Mead Public Library, 710 N. 8th Street, Sheboygan WI 53081.

Bids are to be sent via Electronic Mail to Bernard.rammer@sheboyganwi.gov with " Mead Library AMH System" in the subject line.

A single contract will be awarded for providing equipment, shipping, installation and training of the equipment to be purchased.

Detailed specifications may be obtained at no cost by contacting Bernard Rammer, Purchasing agent at (920) 459-3469 or via email at bernard.rammer@sheboyganwi.gov.

Prospective Vendors may arrange for an in-person visit to the Library to view the space as it exists today by contacting the Purchasing Office for an appointment.

The successful contractor shall provide a certificate of insurance which shall be furnished to the Purchasing Agent for Worker's Compensation Insurance for all workers on this contract, as well as Public Liability and Property Damage Insurance, including Contractors Contingent and Protective Insurance, as will protect him and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including accidental death as well as claims for property damages which may arise from operations under this contract.

The contract document will accompany a City of Sheboygan purchase Order referencing the terms and conditions of the bid documents.

The City of Sheboygan is exempt from Federal Excise Tax and State Sales Tax. Bids shall be made exclusive of these taxes. Certification will be furnished to the successful bidder upon request.

The City of Sheboygan reserves the right to reject any or all bids, to waive informalities in the bidding process, cancel this solicitation and to accept any bid considered most advantageous to the City of Sheboygan.

1.1 GENERAL

- A. The Bidder shall visit and examine the site to acquaint himself with the adjacent areas, means of approach to the site, means of equipment ingress, conditions of actual job site, and facilities for delivering, storing, placing and handling of materials and equipment.
- B. Contractors shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the structure of the ground, the obstacles which may be encountered, whether shown on the plans or not, and all other relevant matters concerning the work to be performed.
- C. The Contractor to whom a Contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the Contractor did not inform himself prior to submitting a proposal. The successful Contractor must employ, as far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with the operation of the facility or with any other Contractors.
- D. The Contractor is expected to base his bid price on materials and equipment complying fully with the Contract Drawings and Specifications, and in the event, he names or includes in his bid materials or equipment which do not conform, he will, if awarded a contract, be responsible for furnishing materials and equipment which fully conform at no change in his contact price.
- E. Contractor must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in the Bid, and shall not, after submission of their Bid, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.
- F. Before submitting a Bid, each Contractor should read the complete Contract Documents, including Invitation to Bid, Instructions to Bidders, the Form of Contract, and the Specifications, all of which contain provisions applicable not only to the successful Contractor, but also to any of his subcontractors.

1.2 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

- A. Bidders shall bring inadequacies and omissions or conflicts to the Owners attention at least five days before the due date for bids. Prompt clarification will be supplied to the Bidders by addendum.
- B. Signing of the Contract will be considered as implicitly denoting that the Contractor has thorough comprehension of the project and scope of the Contract Documents.
- C. Neither the Owner nor the Engineer will be responsible for oral instructions.

1.3 BID REQUIREMENTS

- A. Each Contractor shall submit only one Bid.
- B. Each Contractor must submit with his Bid, special data, if any, in respect to items of equipment, alternates, or other items which any section of the Contract Document requires to be submitted with each Bid.

1.4 SUBMISSION OF BIDS

- A. Sealed bids must be made on the form provided and will be received by the Owner.
- B. Each Proposal shall be in pdf format and sent via email with "Bid for Mead Library AMH" in the subject line and delivered to the office designated in the Invitation to Bid.

- C. All proposals are to be made out in accordance with the Instructions and on the Bid Form included in this document.
- D. Bid amounts shall be inserted in words and in figures and in case of conflict, written word amounts will govern.
- E. Addenda issued during the time of bidding shall become a part of the Contract Documents. Bidders shall acknowledge receipt of each addendum in their bids.
- F. The list of Subcontractors will not be required to be submitted with the bid, however, the successful Bidder shall submit in writing the names of prospective subcontractors and material suppliers for the Owner's approval prior to their employment.

1.5 WITHDRAWAL OF BIDS

- A. Bids may be withdrawn by written request received from Bidder or his agent prior to the time fixed for opening of bids, without prejudice to the right of the Bidder to file a new bid. Withdrawn bids will be returned unopened. Negligence on the part of the Bidder in preparing his bid confers no right for withdrawal of the bid after it has been opened.
- B. No bid may be withdrawn for a period of 60 days after the day set for the opening thereof.

1.6 PERFORMANCE, PAYMENT AND BID BONDS

- A. Not Required

1.7 NOTICE OF ASBESTOS MATERIALS

- A. The owner will contract separately for any building modifications. The purveyor and installer of the equipment included under this contract will not encounter any of these materials, if they are present.

1.8 RESERVATIONS

- A. The Owner reserves the right to reject all bids, or any bid, or to waive any informality in any bid, or to accept any bid which will best serve the interests of the Owner.
- B. The Owner reserves the right to perform a criminal background check on all employees of the Contractor and/or sub-Contractor performing work in the building at their sole discretion.

1.9 COMMENCEMENT AND COMPLETION

- A. The successful bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" and to fully complete the work within _TBD_ consecutive calendar days thereafter. Completion time will be converted to a specific date at the time the "Notice to Proceed" is issued.
- B. The Owner anticipates commencement of work in the First or second Quarter of 2025 or as soon as possible following contract ratification based upon lead times and completion of building modifications
- C. Please note that the completion of this project is expected to occur in early to mid-2025
- D. 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. Item 9.

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.

DETAILED DESCRIPTION OF DESIRED SYSTEM

- Total of three Induction points from three drive through drop slots
- Bulk Induction Point to allow staff to insert materials from outside sources
- Total of (7) sort zones with (7) sorting bins with spring loaded floors, Heavy duty locking/swivel casters and of a size suitable to accommodate expected capacity.
- Right hand conveyor system
- System to have the ability to read both bar code and RFID chips on materials
- A minimum of (4) Check-In Antennas and (1) RFID Sort Antenna
- Interface to CPU Controller
- Quiet Operation of system
- Entire system to be modular in nature to allow for possible future reconfiguration.
- System should be scalable and allow for expansion including the ability to program and add additional zones.
- Vendor to demonstrate their ability to service the equipment on short notice.
- Vendor to provide information on location and stocking of spare parts inventory geographically related to Sheboygan WI and ability to ship needed components and or dispatch service personnel in an expedited fashion.
- The Vendor must offer a Full-Service Annual Maintenance Agreement which includes an annual or semi- annual visit to the library to inspect maintain and repair all components associated with the system in accordance with manufacturer specifications.

DIVISION 1 -GENERAL REQUIREMENTS

1.1 PROTECTION OF PERSONS

- A. Work shall be executed in compliance with the Federal Occupational Safety and Health Act and the Wisconsin Administrative Code, Chapter 35, Safety in Construction.

1.2 APPLICATION OF THIS DIVISION OF THE SPECIFICATIONS

- A. The work is subject to the requirements of the Instructions to Bidders and this Division 1.
- B. The Contractor is fully responsible for seeing that no work shown is inadvertently left out.

1.3 INTENT OF CONTRACT DOCUMENTS

- A. The Sections of the Contract Document and the Contract Drawings are complementary and what is called for by any one shall be binding as if called for by all. The intention of the Contract Document is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work included in the Contract.
- B. In interpreting the Contract Documents, words describing materials which have a well-known technical or trade meaning unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meanings recognized by Architects, Engineers, and the trade.
- C. Any work shown on the Contract Drawings and not covered in the Contract Specifications, or included in the Contract Specifications and not shown on the Contract Drawings, shall be executed by the Contractor as though both shown on the Contract Drawings and included in the Contract Specifications. If the Contract Drawings and the Specifications should be contradictory in any part, the Contract Specifications shall *govern*.

1.4 SCOPE OF WORK

- A. The Contract work shall include the furnishing of all labor, materials, equipment, transportation, appliances and services necessary to complete all work shown or reasonably inferred on the drawings and/or as described in the specifications.
- B. The City of Sheboygan will be responsible for:
- Any and all necessary Building Modifications including abandonment and proper closure of three (3) of the six-current drive thru materials deposit chutes.
 - Installation and placement of electric power as directed by the awarded vendor.
 - Power to be 208v, 3-Phase, Vendor to specify amperage
 - Modifications to wall to create an opening in the interior wall between the book return drop room and the sorting room.
 - Provision of electrical power in accordance with the vendor's needs.
 - Provision of (2) RJ45 style ethernet connections to the Library Network
 - Provision of SIP Licensing as required.
 - Final Connection to electrical power unless the final contracted vendor indicates that the equipment can simply be "plugged into" a proper

receptacle.

- Removal of any and all materials, furnishings, and equipment in the immediate area to allow the installation contractor to properly layout and install the equipment.
- Temporary closure of the materials deposit chutes while the equipment is being installed and tested.

C. The Contractor will be responsible to:

- Supply and install all necessary equipment for a fully functioning system.
- Supply and install all materials needed to mount or fasten the equipment to the floor including suitable anchors, bolts and hardware
- Transportation of the equipment to the library and receiving/off-loading of same from the truck and placement into the building for temporary secure storage preceding installation.
- Setting of all equipment into place in accordance with manufacturer specifications.
- Testing of equipment immediately following installation to assure that the operation of same is in full compliance with manufacturer specifications.
- Final adjustments, tuning of equipment to correct any problems or deficiencies found during the initial testing.
- Replacement of any components on an expedited basis found to be defective during testing.
- Full and complete in-person, on-site training of up to (5) library Staff in the proper operation and basic maintenance of the equipment.
- Provision of a complete set of as built and Operation manuals to the Library.
- The Contractor shall provide a visit prior to the expiration of the initial manufacturers warranty period following installation which will include a comprehensive inspection of all system components, observation of the entire system in operation, replacement of any components found to be worn, lubrication of the system and overall assurance that the system is in full compliance with manufacturers specifications.
- The contractor shall provide a Maintenance contract for a period of at least Five years following the initial warranty period. The contract should include a minimum of one annual service visit per yea, complete inspection of the machinery, replacement of normal wear items, and a full operational inspection to assure that the library continues to receive trouble free service.

1.5 OWNER'S REPRESENTATIVE

- A. All work under this Contract will be regularly viewed by the Owner's Representatives. Owner's Representatives will regularly visit the site of the project and observe the work for conformity with the Contract Documents, and will immediately report any lack of conformity to the Contractor.

- B. The Owner's Representatives will have authority to stop any portion of the work not in conformity with the Documents until the Owner has investigated and decided upon procedure.
- C. No work aside from that performed during the regular work week will be allowed unless prior due notice is given to the Owner or to the Owner's Representatives. Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

1.6 SUPERINTENDENCE

- A. The Contractor will give personal superintendence to the work, or have at the site of the work, at all times, a competent foreman, superintendent, or other representative, satisfactory to the Owner and having the authority to act for the Contractor.
- B. Insofar as is practicable, and excepting in the event of discharge by the Contractor, or in the event of proven incompetence, the individual who has been accepted by the Owner to represent the contractor shall so act, and shall follow without delay instructions of the Engineer in the completion of the work in conformity with the contract.

1.7 LABOR

- A. The Contractor shall employ none but competent and skilled workmen and foremen in the prosecution of work on this Contract. The Owner shall have the authority to order the removal from the work any Contractor's employee who refuses to or neglects to obey any of its instructions or those of the Engineer or Inspectors, relating to the carrying out of the provisions and intent of the provisions of the Contract, or who is incompetent, unfaithful, abusive, threatening or disorderly in his conduct, and any such person shall not again be employed on this project.

1.8 FIRE PROTECTION

- A. The Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires, and shall conform to local Fire Department regulations.

1.9 LAWS, REGULATIONS, FEES AND PERMITS

- A. The Contractor shall comply with all laws, ordinances, rules and regulations of the local Building Inspection Department, Fire Department, Health Department, Department of Water Supply, Gas and Electricity, Department of Highways and all State and Federal agencies having jurisdiction.
- B. No Permits are anticipated to be required for this work.

1.10 WATCHMEN AND OTHER SAFEGUARDS

- A. The Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades to prevent accidents, to avoid all necessary hazards, and protect the public, the work and the property at all times, including Saturdays, Sundays, holidays and other times when no work is being done.
- B. Neither the Owner nor the Engineer shall be responsible for any loss or damage to the project materials, tools, equipment, etc., from any cause whatsoever.

1.11 CODES AND STANDARDS

- A. All materials and workmanship shall comply with all applicable codes, specifications, local ordinances, industry standards and utility company regulations.

- B. In case of difference between building codes, specifications, state laws, local ordinances, industry standards and utility company regulations and the Contract Documents, the most stringent shall govern. The Contractor shall promptly notify the Engineer in writing of any such difference.
- C. Non-compliance: Should the Contractor perform any work that does not comply with the requirements of the applicable building codes, state laws, local ordinances, industry standards and utility company regulations, he shall bear all costs arising in correcting the deficiencies.
- D. Applicable Codes and Standards shall include all state laws, local ordinances, utility company regulations, and the applicable requirements of the following nationally accepted Codes and Standards:
 - 1. Building Codes:
 - a. ICC Codes.
 - b. National Electrical Code.
 - c. Wisconsin Administrative Code.
 - d. National fire Code
 - 2. Industry Standards, Codes and Specifications:
 - a. AIEE- American Institute of Electrical Engineers
 - b. ANSI -American National Standards Inst.
 - c. ASME- American Society of Mechanical Engineers
 - d. ASTM- American Society of Testing Materials
 - e. IPCEA- Insulated Power Cable Engineers Assoc.
 - f. NBS- National Bureau of Standards
 - g. NEMA- National Electrical Manufacturers Assoc
 - h. NFPA- National Fire Protection Assoc.
 - i. OSHA- Occupational Safety and Health Act
 - j. UL- Underwriters Laboratories
 - k. MSS - Manufacturers Standardization Society
 - l. AISC -American Institute of Steel Construction
 - m. AWS -American Welding Society

1.12 CUTTING AND PATCHING

- A. The Contractor shall be responsible for all required cutting, etc., and shall make all required repairs thereafter to satisfaction of the Engineer, but in no case shall the Contractor cut into any major structural element, beam or column without the written approval of the Engineer.

1.13 INSURANCE AND LIABILITY

- A. The Contractor and the Surety will be held responsible for and shall save the Owner harmless from all liability for damages occasioned by the digging up, use or occupancy of the street, alley, highway, public grounds and private grounds or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor, his agents, employees or workmen; or by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the

prosecution of the work; and they shall indemnify the Owner for and save it harmless from all claims and liabilities, actions and causes of action, and liens for materials furnished or labor performed in the construction or execution of the work, and from all costs, charges and expenses incurred in defending such suits or actions, and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the construction of the work.

B. The Contractor shall not commence work under a Contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed.

C. Workmen's Compensation

1. Statutory coverages as required by chapter 102 of the Revised Statutes of the State of Wisconsin and all acts amendatory thereof and supplementary thereto, for all employees of the contractor. All subcontractors shall furnish to the Contractor and to the Owner, evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the contractor.

D. Comprehensive General Liability and Property Damage Insurance

1. Coverage to include operations; contractor's protective insurance, products coverage and completed operations; contractual coverage; underground coverage; blasting, explosion and collapse; all subject to the following limits:

2. Bodily Injury \$1,000,000 per Person
\$2,000,000 Aggregate

3. Property Damage \$500,000 per Occurrence
\$500,000 Aggregate

E. Comprehensive Automobile Liability and Property Damage

1. Operation of owned, hired and non-owned motor vehicles:

2. Bodily Injury \$1,000,000 per Person
\$1,000,000 per Occurrence

3. Property Damage \$1,000,000 per Occurrence

F. If the Contractor is employing Subcontractors or hiring pieces of equipment from another firm/contractor, said Contractor must furnish certificates of insurance for each to the Owner.

1.14 LAWS TO BE OBSERVED

A. The Contractor shall give all notices and comply with all Federal, State and Local laws, ordinances and regulations in any manner affecting the conduct of the work and all such orders and degrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

1.15 PUBLIC SAFETY AND CONVENIENCE

- A. The Contractor shall at all times so conduct his work as to insure the least possible obstruction traffic and the least possible inconvenience to the general public and to the employees of the Owner.

1.16 USE OF JOB SITE

- A. The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workman to limits indicated by the law, ordinances, permit or directions of the Owner and shall not encumber the premises with his materials.
- B. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The contractor shall observe and enforce the Owner's instructions regarding signs, advertisements, fires and smoke.

1.17 SCHEDULE OF VALUES

- A. The Contractor shall within ten (10) days of receipt of notice to proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

1.18 REQUESTS FOR PAYMENT

- A. The Contractor may submit periodically but not more than once each month a Request for Payment of work done on the site and materials delivered and stored on the site. The Contractor shall furnish the Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the Owner's title to such materials. Each Request for Payment shall be computed from the work completed on all items listed in the Schedule of Values, less 10% to be retained until final completion and acceptance of the work and less previous payments.
- B. The Contractor shall be required to file waivers of lien from all suppliers, subcontractors, etc., with the Owner prior to receiving payment on the project.

1.19 RELEASE OF LIENS

- A. The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens, including all costs and a reasonable attorney's fee.

1.20 PATENTS

- A. The Contractor shall pay for all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

1.21 COOPERATION WITH OWNER

- A. Personnel in the employ of the Contractor or any of his subcontractors, either directly or indirectly, are prohibited from using any existing facilities on adjacent property or trespassing in or about adjacent facilities.

1.22 SUBCONTRACTS

- A. The Contractor shall notify the Owner, in writing, of the names of the subcontractors proposed on the Contract and shall not employ any subcontractors until the Owner's approval in writing has been obtained.
- B. The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them, and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.
- C. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractors and the Owner. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General and special Provisions of the Contract, the Contract Drawings and Specifications, as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

1.23 ASSIGNMENT OF CONTRACT

- A. No assignment by the Contractor of any construction contract, or any part thereof, or of the funds to be received there under by the Contractor, will be recognized, unless such assignment has had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the Owner shall not relieve that Contractor of the obligations incurred by him under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subjected to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of any persons, firms, or corporations rendering such services or supplying such materials".

1.24 OTHER CONTRACTS

- A. The Owner may award other contracts for additional work at the site of the project (or other locations) and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

1.25 OWNER'S RIGHT TO DO WORK

- A. If the Contractor neglects to prosecute the work to be performed on this Contract properly, or fails to perform any provision of this Contract, the Owner, after three days' written notice to the Contractor and his Surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

1.26 TERMINATION BY THE CONTRACTOR

- A. If the Owner fails to make payment through no fault of the Contractor for a period of thirty (30) days after such payment is due in accordance with the Contract Documents, the Contractor may, upon seven (7) days written notice to the Owner terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery including reasonable profit and damages.

1.27 TERMINATION BY THE OWNER

- A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate the Contract and take possession of the site and of all material, equipment, tools and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the Contract sum exceeds the expense of finishing the work, such excess shall be paid to the contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

1.28 CHANGES IN THE WORK

- A. The Owner without invalidating the Contract may order changes in the work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by written Change Order signed by the Owner.
- B. The Contract Sum and the Contract Time may be changed only by Change Order.
- C. The cost or credit to the Owner from a change in the work shall be determined by mutual agreement before executing the work involved.

1.29 CORRECTION OF WORK

- A. The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of final payment of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to work done by direct employees of the Contractor. The obligations of the Contractor under this paragraph shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

1.30 SANITARY CONVENIENCE

- A. The Contractor shall have access to the use of sanitary facilities available to the Facility Staff.

1.31 CLEANING UP AND FINAL INSPECTION

- A. The Contractor shall at all times keep the site of the work free from accumulation of waste material or rubbish caused by his employees on the construction work, and at the completion of the work he shall remove all his rubbish from and about the work and all his tools, equipment, scaffolding, and surplus materials, and shall leave the completed work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several Contractors, if more than one is employed on the project, in proportion to the amounts as shall be determined by the Owner to be just.

1.32 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION

- A. The Owner may withhold from payments to the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to cover:
1. Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
 2. For defective work not remedied.
 3. For failure of the contractor to make proper payments to the Subcontractors.
 4. Reasonable doubt that this Contract can be completed for the balance then unpaid.

5. Evidence of damage to another Contractor.
 6. Liquidated damages due to failure to meet contract completion dates.
- B. The Owner will disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the part or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.
 - C. The Owner also reserves the right, even after full completion and acceptance of the work, to refuse payment of the final ten percent (10%) due the contractor until it is satisfied that all Subcontractors, material suppliers and employees of the Contractor have been paid in full.

1.33 CHANGES-PAYMENT

- A. The Owner may, in accordance with the rules of its Common Council, authorize changes in the work to be performed or the materials to be furnished under the provisions of this Contract.
- B. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such changes shall be determined by one or more of the following methods:
 1. By an acceptable lump sum or unit price proposal by the Contractor.
 2. On a cost-plus limited basis not to exceed a specified limit (defined as the cost of labor, materials and insurance) plus a specified percentage of the cost of such labor, materials and insurance provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials and insurance, and shall in no event exceed a specified limit.
- B. No claim for an addition to the contract price will be valid unless authorized as aforesaid.
- C. In cases where a lump sum proposal is submitted by the Contractor in Excess of Five Hundred Dollars (\$500.00) and the Owner considers the proposal so submitted is excessive or unreasonable for the changes or added work contemplated; the Owner reserves the right to request a proposal for the same changed items from other Contractors. If a proposal for such added work is obtained from other Contractors at a lesser amount, the Owner reserves the right to make an award of such work to another Contractor, unless the Contractor on this Contract agrees to do the added work or changed work for the price named by the other Contractor.
- D. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the Owner unless same has been ordered, in writing, by the Owner, or unless claim for such added work has been filed by the Contractor within five (5) days after the end of the calendar month in which such alleged work was performed. Inspectors and Resident Engineers are not authorized to act for the Owner in giving orders for the Owner for extra or additional work, either in writing or verbally.

1.34 DEDUCTION FOR UNCORRECTED WORK

- A. If the Owner deems it expedient to accept work damaged or not done in accordance with the Contract, an equitable adjustment will be made with a proper deduction from the contract price for unsatisfactory work.

1.35 FINAL ACCEPTANCE OF THE WORK

- A. The Contract shall be deemed as having been finally accepted by the Owner when its governing body, by formal resolution, accepts the work.

1.36 CORRECTION OF WORK AFTER FINAL PAYMENT

- A. Neither the final payment on this Contract by the Owner nor any provision in these Contract Documents shall relieve the Contractor or Surety of the responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent of the period provided by law nor of the responsibility of remedying such faulty workmanship and materials.

1.37 OWNER'S RIGHT TO USE UNCOMPLETED WORK

- A. The Owner shall have the right to take possession of and use portions of the work prior to final acceptance without waiving rights against the Contractor or his Surety for defects in the work or failure to complete same in its entirety.

1.38 PAYMENTS

- A. Pay estimate periods shall close on the last day of each calendar month so that completed estimates can be computed for processing. On each partial payment during the progress of the project, the Owner will retain an amount in accordance with Chapter 66.29 Wisconsin Statutes. No payment will be made for material stored at the job site.

1.39 DELAYS

- A. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor, the Contractor shall have no claim against the Owner on that account other than an extension of time.
- B. In case any action in court is brought against the Owner or Engineer, or any officer or agent of either of them, for the failure, omission or neglect of the Contractor, utility company or Owner of other facilities within the project area to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers, the Contractor shall indemnify and save harmless the Owner and Engineer and their officers or agents, from all losses, damages, costs, expenses, judgments or decrees arising out of such action.

1.40 ATTACHMENTS

- A. The following attachments are referenced herein, attached hereto and made part of this document.
 - 1) First Floor Building Plans
 - 2) Sectional Plan showing approximate location of new Equipment
 - 3) Standard Terms and Conditions

Form A: Signature and Non-Collusion Affidavit
RFP: Purchase and Installation of Mead Library AMH System

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the county in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING

Form B: Receipt of Forms and Submittal Checklist RFP:

Purchase and Install of Mead Library AMH System

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge RECEIPT
Form A: Signature Affidavit	
Form B: Receipt of Forms and Submittal Checklist	
Form C: Vendor Profile	
Form D: Cost Proposal	
Form E. References	
Appendix A: Standard Terms and Conditions	
Appendix B: First Floor Blueprint (Partial)	
Appendix C: Rough Layout	

COMPANY NAME

SIGNATURE

Form C: Vendor Profile
Purchase and Installation of Mead Library AMH System

COMPANY INFORMATION

This form must be returned with your response.

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.)		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS		COUNTY	STATE ZIP

ORDERS/BILLING CONTACT

Address where County purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS		COUNTY	STATE ZIP

Form D: Cost Proposal
RFB: Purchase and Install of Mead Library AMH System

This form must be returned with your response.

We propose to provide and install the Automated Material Handling System including Freight, Labor, Materials and complete installation including staff training at a total cost of:

System Manufacturer Name _____

System Manufacturer Model _____

\$ _____

_____ Thousand _____ Hundred _____ Dollars and _____ Cents

We Acknowledge Receipt of the following Addenda

#1 DATED _____ #2 DATED _____ #3 DATED _____

Further, we propose to furnish on site maintenance consisting of ___ Visits per year for a period of Five Years following the expiration of the manufacturer’s warranty period at an annual cost of \$ _____ per year. This cost shall be paid in advance at the time of purchase.

Further, based upon current lead times and production schedules in effect at the time of this writing we would Anticipate commencement of project activities to begin within _____ WEEKS following execution of the contract between the parties and necessary building modifications by others.

COMPANY NAME

SIGNATURE

DATE

Form E: **References**
RFP: Mead Public Library AMH System

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Manufacturer & Model	Delivery date		
Notes			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Manufacturer & Model	Delivery Date		
Notes			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Manufacturer & Model	Delivery Date		
Notes			



RFID Library Solutions

EXHIBIT 2

Item 9.

MEAD PUBLIC LIBRARY



Mead Library AMH System

Request for Bids – 2066-24

October 24th, 2024

RFID Library Solutions

11030 89th Ave. N.
Maple Grove, MN 55369
(763) 443-5937

www.rfidls.com

Eric Kohorst
eric@rfidls.com



MEAD
LIBRARY

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1.0 COVER LETTER

October 24th, 2024

Mr. Bernard Rammer
City of Sheboygan – Mead Pub. Lib.
710 N. 8th Street
Sheboygan, WI 53081

Dear Mr. Rammer,

RFID Library Solutions (RFID LS) is pleased to submit a proposal to the City of Sheboygan for Bid # 2066-24, entitled Mead Public Library Automated Materials Handling System, that is to be installed at 710 N 8th Street, Sheboygan, WI 53081.

Creating a custom material handling solution is made easier when you have innovative options, flexible conveyor assembly and a customer-focused mindset. RFID Library Solutions believes we have put together a materials handling concept that is compatible, effective volumes and affordable. Our proposal solves several of Mead Public Library's desired attributes by addressing its need for multiple & bulk induction points, the proper RFID/ILS system specifications with industry friendly equipment, in addition to service that is timely & traveling from within Wisconsin, New Richmond to be specific. Your overall solution will deliver the library ease of use, reliability as well as scalability into the future.

This proposal is organized to give MPL an idea of what to expect from a relationship with RFID LS. It begins with a brief summary of our material handling experience and key personnel that will be a part of this project. The next three sections detail the AMH system proposed, several drawings and a cost breakdown. The middle subjects provide greater understanding of our project management, system training, service & support programs, as well as associated warranties. The remaining submittals are Forms A - E as requested by the City of Sheboygan.

We appreciate your consideration of this proposal and would welcome the opportunity to discuss our concept in greater detail.

Many Thanks,



Eric Kohorst
RFID Library Solutions



2.0 FIRM HISTORY & PERSONNEL

RFID LS History

Focused exclusively on the library industry, RFID Library Solutions is a privately owned & operated research and development company located in Minneapolis, MN. Incorporated in December of 2009 as an independent system integrator, we are dedicated to helping libraries increase their productivity through patented conveyance technology, improved automation methods, flexible software applications, and customer friendly business practices. We are completely committed to the development of library industry standards as well as the usage of interoperable RFID hardware. As a vendor focused solely on back workroom library activities, we rely on open guidelines in order to read RFID tag data and communicate with ILS databases using SIP protocol.



Although we are a small business, our team possesses an impressive resume bringing together years of library industry experience. This expertise includes contributions on major AMH system installations across North America, extensive software programming on material handling systems, a detailed understanding of SIP Communication and an intimate knowledge of RFID hardware capabilities. Since the same individuals that own the company, operate and participate in daily activities as well as business decisions, it is a quick process for us to make technology or philosophical changes to meet the needs of our partner libraries. This strength is what keeps us on the leading edge of library automation.

To keep pace in an ever-changing industry, we also rely on experienced industry consultants, engineers and distributors for particular project ideas when defining the best solution for a library. We have developed an impressive list of internationally known vendors that support us with a wide range of proprietary RFID and material handling technology gained from decades of being in business. We take great pride in providing exceptional service & offering unique solutions to our customers. Our systems vary in complexity from basic RFID check-in at a return, to simple conveyance, or highly automated sorting schemes. Every solution is considered on its own merits to provide tremendous productivity gains as well as immediate investment return.

RFID Library Solutions does not have a parent company, nor do we have any partners that control our business decisions or activities. There are no current plans for the sale, acquisition or merger of the company with another. RFID LS has also avoided litigation with all its vendors, suppliers and manufacturing partners. They all can attest to the fact that we pay our bills on time and in full when due. It speaks to our dedication to the industry as well as financial stability. As a company, we are conservative in our financial dealings and maintain no debt obligations. Due to the private ownership of our company, we will refrain from including any financial details in this public document. If MPL requires specific or certain statements to demonstrate our viability, we will gladly provide such details if chosen as the project integrator.

As a newer company seeking to win the respect and confidence of your library staff, I think it is important as well as relevant to briefly discuss how we have assembled our solution to handle the challenges you face, the staff time available and the labor associated with processing library materials. We have all been in the industry long enough to know we truly have a unique approach, product and vision for the future of how materials should be circulated, moved and sorted using RFID. We are confident in our ability and hope you decide to be a part of this evolution.

Key Personnel

The success of any project or system installation is strongly influenced by the caliber of people delivering the solution. At RFID Library Solutions, we feel it is one of the key characteristics that separate us from other AMH integrators. From design all the way through product delivery, training, and follow-up support, MPL's staff will always be dealing with top personnel. As central contributors in the company, each person listed below will have the ability to make instant decisions to solve problems and create resolution. All five team members responsible for this project have years of library industry know-how that lend tremendous credibility to our method of system design.

Although the company may be relatively new, our resume's, knowledge and client list speak for itself. Over the past fourteen years we have been able to win the confidence of much respected libraries due to our ability and reputation for delivering promises we make. RFID Library Solutions would not be utilizing any subcontractors for the installation of your AMH systems. Receipt of all components, hardware set-up, software testing and staff training will all be performed by the following individuals. Described below are key responsibilities as well as their experience.

Qualifications & Responsibilities

Eric Kohorst



Project Lead
Business Operations
Sales & Marketing
Owner/Operator

- 10 years of production manufacturing and facility management.
- Customer Service professional and sales support specialist
- Two years overseeing RFID tagging and conversion project management.
- Background includes positions involving sales, accounting, marketing & management.
- Duties...
 - ✓ *System marketing, sales engagement with clients and product presentations, system CAD design*
 - ✓ *Maximize distributor & manufacturing relationships for reliable technology implementation*
 - ✓ *Oversee day-to-day business activities & administration.*
 - ✓ *Involved in system assembly & installation, customer support services and remote training.*

Neil Bruchu



Certified Technician
Project Installation
System Assembly

- Joined RFID LS in Feb. 2012. Prior to that, Neil manufactured & assembled library material handling equipment for over 5 years at Tech-logic.
- Machinist & milling background, Neil has fabricated many of the AMH systems RFIDLS has installed & serviced. His teamwork is key to the long-term reliability of the systems put in place.
- Broad RFID hardware experience/knowledge as well as a library circulation understanding.
- Implemented more than 65 AMH systems ranging in sort size from 2 to 64 bins
- Duties...
 - ✓ *System set-up, testing, delivery, training, & long-term service of all AMH systems.*
 - ✓ *Present on-site during all implementation phases.*
 - ✓ *Coordinates yearly preventative maintenance visits.*
 - ✓ *Customer Service contact*

Robert Upegui



Certified Technician
Project Installation
Software Specialist

- Joined RFID LS in June 2016. Prior to that, Rob installed and serviced AMH systems at Tech-Logic since 2000.
- As the Technical Service Manager at Tech-Logic, he was responsible for managing their service team and providing technical support, field service troubleshooting and repair of equipment.
- Broad experience with various automation equipment, including pneumatics, motor controls, circuits and AC/DC electrical repairs.
- Has implemented more than 45 AMH systems ranging in sort size from 3 bins at Hennepin County Library system to 56 bins at Chicago Pub. Lib. central facility.
- Duties...
 - ✓ *System set-up, testing, delivery, training, and long-term service of all AMH systems.*
 - ✓ *Present on-site during all implementation phases.*
 - ✓ *Coordinates yearly preventative maintenance visits.*
 - ✓ *Customer Service contact*

Ryan Roberts



Software Engineer
PC & Network Specialist
Customer Service

- Joined RFID LS in July 2019. Prior to that, Ryan worked as a software developer creating & improving custom content management systems.
- As our software engineer & IT specialist, he works with libraries when they make ILS partner switches. Troubleshoots system network and ILS connection problems with our sorting machines. He also writes new code for EZ Sort software enhancements, bug patches and program upgrades.
- Extensive knowledge and experience with 3D printing technology. Designs as well as creates many components utilized on our systems using Prusa Printer Systems.
- Duties...
 - ✓ *Controller PC set-up & testing. Manages network connections to ILS & system hardware.*
 - ✓ *Configures EZ Sort software program to conform with conveyor layout, ILS settings, print slip design, item check-in and sorting.*
 - ✓ *Customer Service contact*

Jake Kohorst



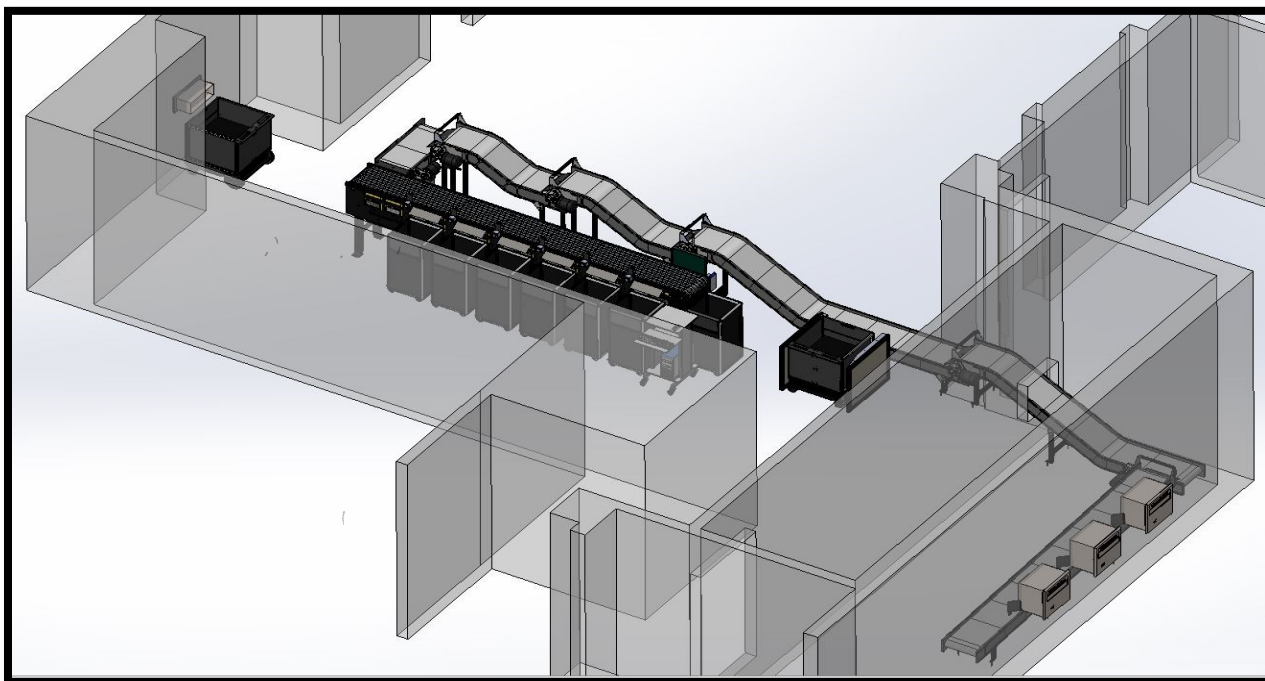
System Assembly
& Installation
AMH System Service
Customer Service

- Joined RFID LS in July 2021 Full time. Prior to that, Jake attended college at Morningside College in Sioux City, IA. He graduated with a BA - Management.
- As our newest technician, Jake responsibilities that range from minor on-site service repairs or product replacement to assembly of numerous sort system components – E-stops, Sort Sensor brackets, Conveyors, Motor packages, etc.
- He also travels with Senior technicians to perform Preventative Maintenance Visits across North America. He can adjust ALL system sensors, repair conveyor belt, replace sprockets/bearings, set air compressors and other duties.
- Duties...
 - ✓ *Build minor system assemblies.*
 - ✓ *System set-up & build for testing at shop. Also travels for new system installation in library.*
 - ✓ *Site service visits for repairs.*
 - ✓ *Website Development & Maintenance.*

3.0 PROPOSED AMH SOLUTION

Mead AMH System Summary

For the Mead Public Library, we propose a 7-zone sorting system connected to three external returns in the adjacent room as illustrated below. The AMH system includes our proprietary 'Return Bin' induction module that would service the internal patron deposit. The module allows staff the ability to wheel full bins from the front entrance where the book drops reside back through the workroom for automatic induction of material onto a conveyor. The lay-out does require the library to perform some minor remodeling. Primary tasks in preparation for the installation include removing the old sort system and any other equipment within the footprint. MPL is also responsible for creating the opening in the wall for conveyor 2 to pass through. A detailed drawing, see page 16, illustrates the size as well as location of the opening in the wall. The last requirement will be the roughing-in of electrical and network wiring for the system at the marked location on the system drawings, see page 12.



As depicted, the system is laid out so that the first conveyor follows along the outer wall of the building to accept patron returns at three external deposits. Three of the remaining deposits may be closed or locked by the library. A second conveyor takes a 90-degree turn to transport material up a 30-degree incline and through an opening in the wall between the main circulation workroom and the external book drop room. Pictured to the right is an example of how Kenosha Pub. Lib. included this feature into their AMH system at the Southwest branch. The photo also provides an idea of how we create custom transitions for library material to flow from a deposit onto a conveyor. An embedded photo eye in the black transition will activate the conveyor, moving the belt forward. Located at this point will be one five embedded RFID antennas. As material passes over the hidden antenna inside the conveyor, it will communicate tag ID data immediately to the system CPU for SIP messaging & ILS check-in. Four more antennas in conveyors down the line will also serve as check-in instruments so that the system is able to reliably capture 99% of RFID material that passes through.



Once into the workroom, a third transport conveyor will serve as the staff induction point as well as the “Bin Induction Module” zone. Two inclined separation conveyors follow that define the systems footprint into the workroom as requested. The sorter doubles back along this line of conveyors so that items are sorted to the right side into seven spring loaded sort bins. In particular to this room’s physical layout, it’s an advantage to divert material to the same side. Situated in this manner allows us to maximize length for material accumulation, separation and space utilization. Employing it this way also leaves plenty of space for staff to fine-sort material onto book trucks for further processing by staff.

System Induction

When a patron deposits an item into any of the returns, the experience will occur as it always has, pushing as many items through the opening as possible. Our AMH systems are not installed with a patron interface that must be learned, nor is there any wait time in between inserting books. Staff may use this bin induction zone for manual input of material. They will literally be able to place handfuls of items on at once along the length of the conveyor. This zone will also serve as a convenient location to empty book trucks from tech services or re-process the exception bin items that should sort for re-shelving. The lay-out also allows for processing of material from the front internal returns by using our exclusive ‘Return Bin’ Induction Module. Pictured to the right, the module is a means by which our AMH systems can accept and collect hundreds of items in a mobile container. The bin is short enough that it can fit under the return chute to collect material. Once full, it is wheeled back into a safety cage that houses an automated induction mechanism. Following several coordinated steps, the contents are steadily emptied onto a conveyor by the push of a single green ‘Start’ button. The rate of induction is timed as well as coordinated with existing system activities. For example, a system full of material will take longer for a bin to empty versus other times when the system is void of material. The bins have an ergonomic handle that includes a break release lever to allow it to be moved around by staff. Otherwise, when stationary, the break remains in a locked state. Each bin can hold roughly 200 items and will serve as a useful automation tool.



Material Processing

Our ability to handle and process volumes of material in bulk is characterized by the conveyors that follow the induction points. Each AMH system contains a series of short, inclined conveyors before the sorter that serve as our separation and singulation element. Exclusive to our material handling systems, every component or movement on these conveyors serves a purpose. For instance, each inclined conveyor has its own unique belt pattern with flights, varying belt speeds, hesitation before releasing another book and style of transition onto the next conveyor. Pictured to the right is a typical arrangement of these separation conveyors. Slowly but surely, one conveyor after the other, material separates so that items enter the sorter one at a time. Rarely do staff need to interfere with the movement of material.



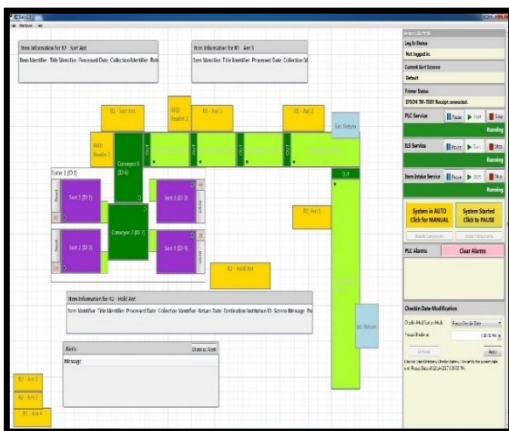
Each of these conveyors has retaining walls added to the sidewalls to help contain material. At the end is a sensor bracket that contains a set of photo eyes to detect the presence or absence of books. As an item passes under the bracket, the conveyor pauses to allow material to be pulled away by the next conveyor. This sequence of hesitation and movement happens with each conveyor down

the line. A black transition with neoprene pad serves as a smooth changeover between conveyors. The belt flights or protruding paddles come in varying lengths as well as heights to aid in the separation of material. Technicians are able to quickly adjust their position on the belt to optimize material processing. Finally, each conveyor has its own potentiometer to adjust belt speed and a software configuration window to control other essential settings. Once configured by a technician at install, staff will not need to worry about altering their settings.

Sorting

Depending on return volume, 1 to 2 staff members are required to be on hand during daily operation. Staff will spend a majority of their time removing material from the sort bins for greater organization onto book trucks to be re-shelved. Overall, very minimal time is spent interfacing with the AMH software or babysitting the system. What you'll find is a transfer of labor from check-in and rough sorting duties, to more out-on-the-floor, customer-available activities. It is not necessary for staff to be present during off hours. In fact, we find that the system is able to operate unattended for hours at a time with no trouble. With this as a baseline, very little experience or specialized training is required to start working with our material handling systems. The system software has numerous alerts that pop up or sound when a problem arises. RFID Library Solutions also has the ability to remotely monitor system activity via an internet connection. From there we can quickly help diagnose issues or malfunctions.

Pictured is our Sort conveyor. Each zone has a sensor bracket, chute and Standard AMH Sort Bin. Constructed of extruded aluminum and black marine board, the bins utilize a spring-loaded floor to hold roughly 125 books. A bin dedicated to media may hold closer to 200 cases.



System Flexibility

The final piece of each AMH system involves the extremely powerful software-user interface. Pictured to the left is the main user screen. It is a graphical representation of the system from which components may be clicked to quickly adjust system settings. A primary goal for the user display was to create a staff-friendly, intuitive interface in which operators could easily navigate to complete desired tasks. With minimal mouse clicks, staff may observe real-time 'Item Dialog' to verify what material is currently on the system (color coded by item type) or what has recently been sorted into bins (listed by type). This same display also indicates how many items have been processed representing system accuracy & throughput. The 'Item Dialog' window is pictured at the top of the next page.

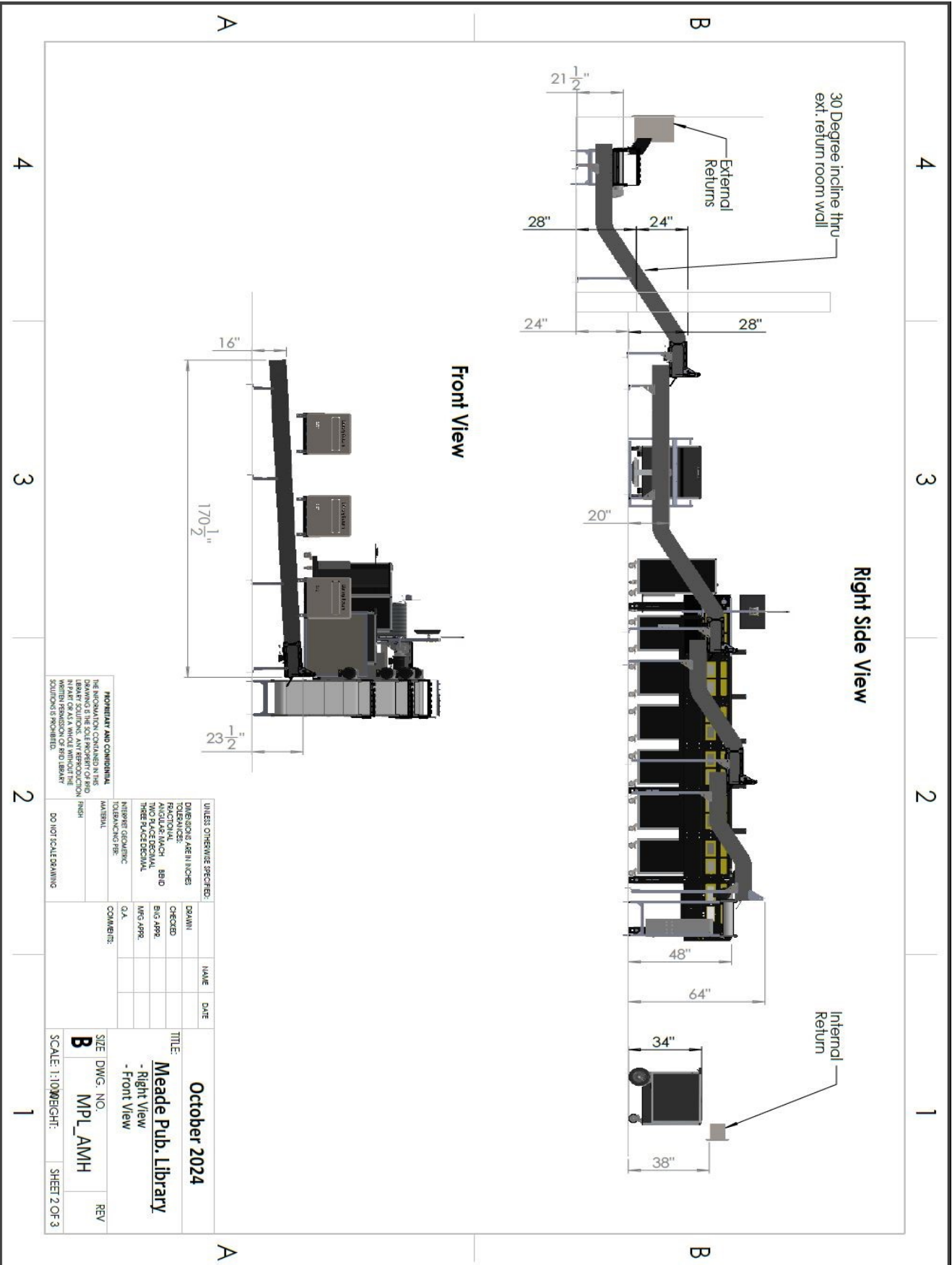
The RFID Library Solutions software has two user access levels: Operator & Administrator. Logging in to the system is not necessary for normal system operations. For day-to-day system functioning, the Operator user mode provides all the necessary tools to process material for check-in, sorting and handling of most exception items. If changes to the configuration of the system are required, an authorized user may log-in to the system at an Administrative level. The RFID LS EZ Sort software has been designed to allow an administrator to configure sorts, manage ILS communication, alter conveyor speeds, adjust module settings and operate one or more AMH systems. When administrative functions need to be accessed, a user may log in to the system as an Administrator by providing a user ID & password.

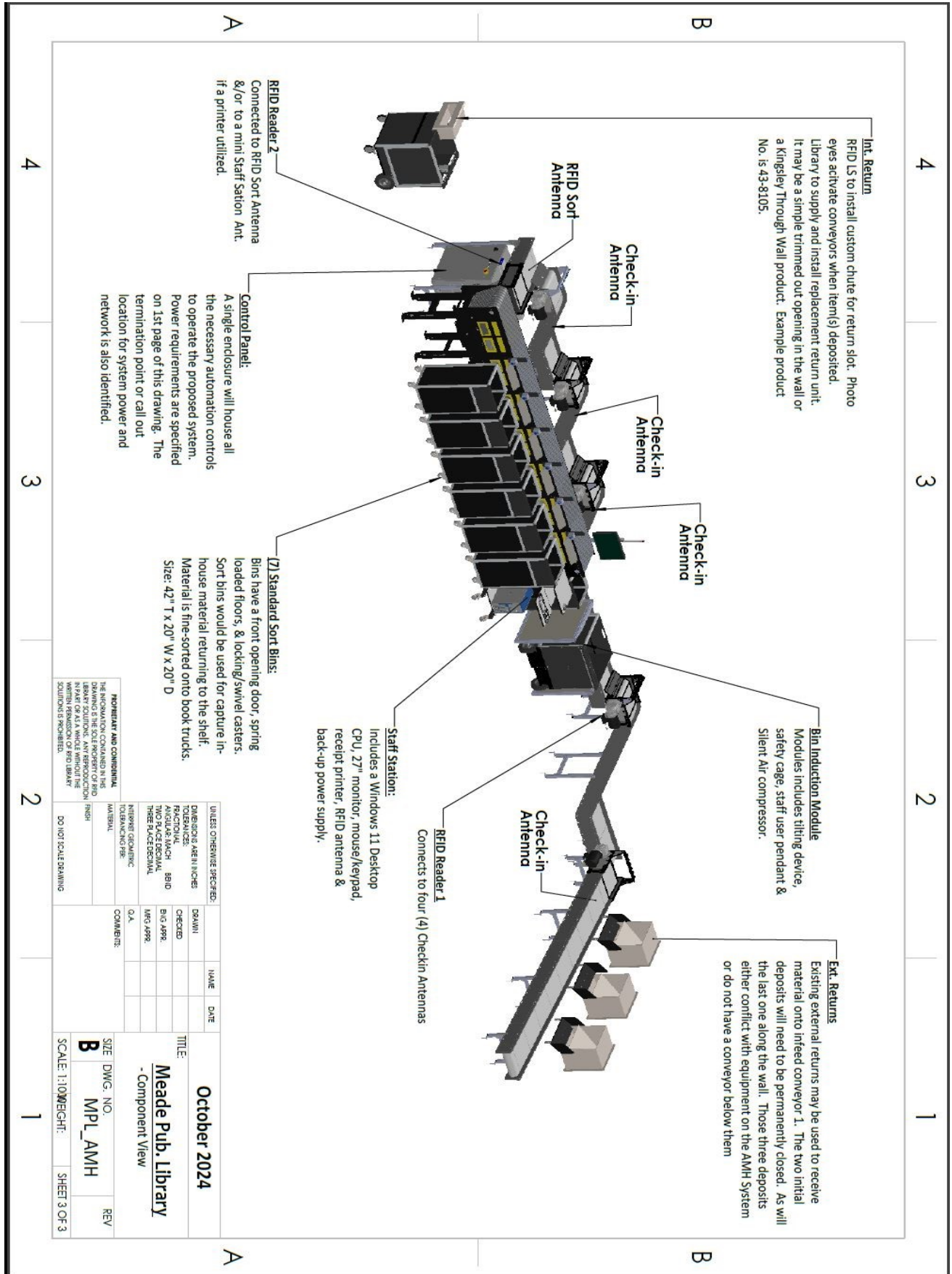
Item Number	Item Title	Sort Rule	Sort Date	Sort Location	Sort Status
0000000001	The Great Gatsby	Sort Rule 1	10/10/2018 10:00:00 AM	Sorter 1	Sort Successful
0000000002	The Catcher in the Rye	Sort Rule 2	10/10/2018 10:00:00 AM	Sorter 2	Sort Successful
0000000003	War and Peace	Sort Rule 3	10/10/2018 10:00:00 AM	Sorter 3	Sort Successful
0000000004	Anna Karenina	Sort Rule 4	10/10/2018 10:00:00 AM	Sorter 4	Sort Successful
0000000005	The Brothers Karamazov	Sort Rule 5	10/10/2018 10:00:00 AM	Sorter 5	Sort Successful
0000000006	The Idiot	Sort Rule 6	10/10/2018 10:00:00 AM	Sorter 6	Sort Successful
0000000007	The Annals of the Poor	Sort Rule 7	10/10/2018 10:00:00 AM	Sorter 7	Sort Successful
0000000008	The History of the English People	Sort Rule 8	10/10/2018 10:00:00 AM	Sorter 8	Sort Successful
0000000009	The History of the English People	Sort Rule 9	10/10/2018 10:00:00 AM	Sorter 9	Sort Successful
0000000010	The History of the English People	Sort Rule 10	10/10/2018 10:00:00 AM	Sorter 10	Sort Successful

The 'Sort Group Dialog' window is a regular Admin function used to modify sort criteria within a group or even create a new one. The Sort Group Dialog allows users to view the current status of each individual sort on the system. Information found here are such things as a list of the sort rules used by the sort, a list of the items currently sorted to the sort, a Sort Full Item Count, and a Reset Sort Item Count button. Sort Groups are a collection of Sort Rules

which govern how the sorting system sorts items into their respective locations. A Sort Group contains Sort Rules and Exception Rules. Sort Rules act positively on an item's sorting, that is: if a Sort Rule result is true, the item will sort to that location. Sort Exceptions act negatively on an item's sorting, that is: if a Sort Exception result is true, the item will NOT sort to that location. Each Group may contain 50 Sort Rules and 10 Sort Exceptions. A zone may even have two differing sort criteria at the same time with the ability to toggle between them during varying workflows: weekend vs daily mode, or summer vs winter times. Although we ask that the library give some initial consideration to how these zones are arranged, the software is responsive enough to change as staff discovers more efficient ways to organize the bins sorting scheme. For instance, staff may find at a later point that sorting by library location is a better means to organize material than by type of material. Point being, the software was intentionally designed with extreme flexibility in mind for staff control. Pictured to the right, the AMH staff station can be located anywhere in the workroom, although our preferred location is at the end of the sorter next to the exceptions bin. With its receipt printer and RFID antenna pad, the AMH station will be a very useful tool for staff to efficiently process material from the exceptions bin. Using the station, any staff member will be able to print hold slips and examine any item that has fallen into it. Hold slips may be configured to match MPL's existing receipt format or a new style if desired



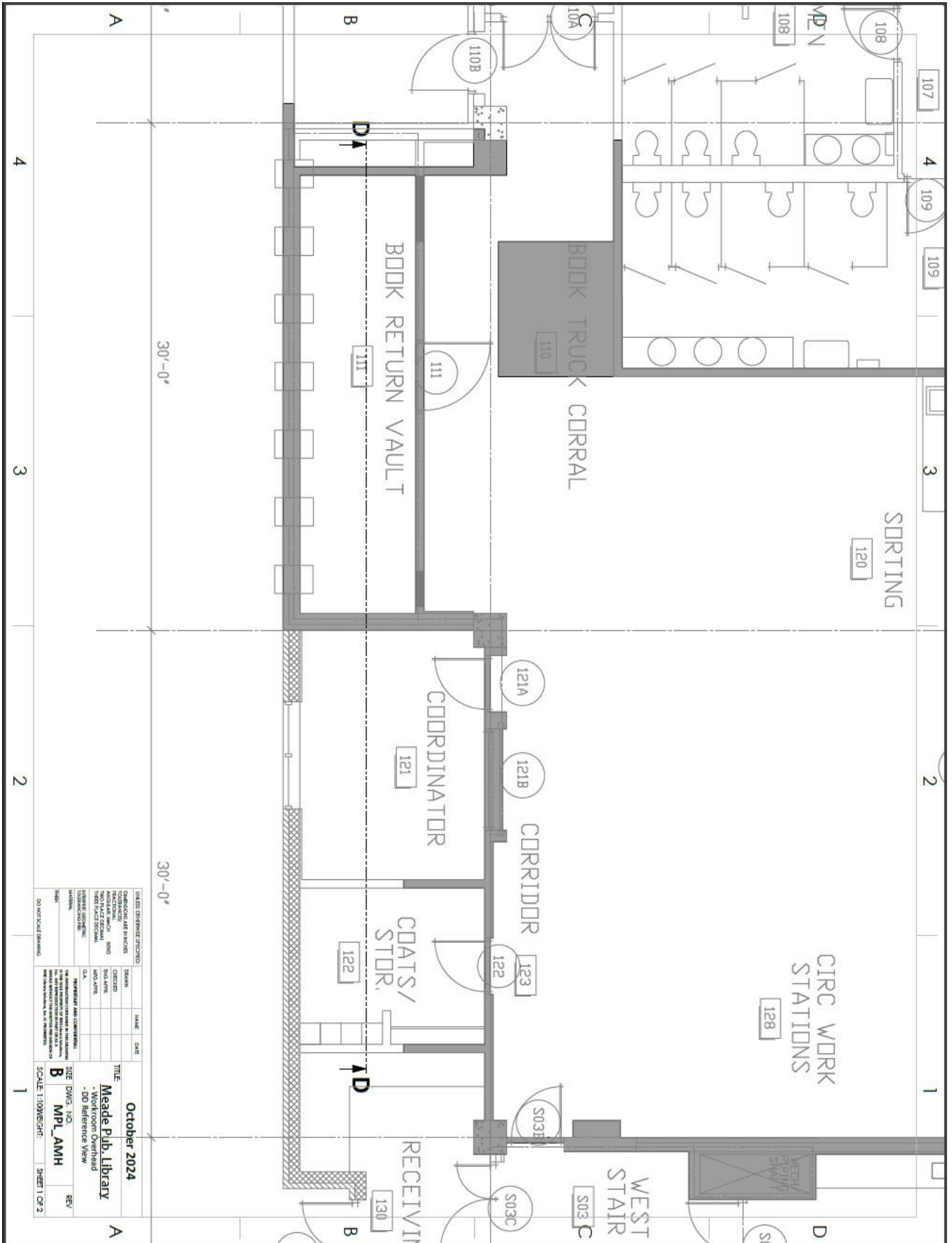




PROPRIETARY AND CONFIDENTIAL
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UNLESS OTHERWISE SPECIFIED:	DATE	NAME	REVISION
DIMENSIONS ARE IN INCHES			
TOLERANCES:			
FRACTIONAL: 1/16"			
DECIMAL: .005"			
ANGLES: 30°, 45°, 60°, 90°			
THREADS: PER ANSI B1.1			
WELDING: PER AWS D1.1			
FINISH: AS MANUFACTURED			
SCALE: AS SHOWN			
DO NOT SCALE DRAWING			

TITLE:		DATE	REV
October 2024			
Meade Pub. Library			
- Component View			
SIZE	DWG. NO.		
B	MPL_AMH		
SCALE: 1:10	WEIGHT:		
		SHEET 3 OF 3	



5.0 COST BREAKDOWN

DESCRIPTION	COST
7-zone right-handed ARB Sortation Conveyor <ul style="list-style-type: none"> Includes sort chutes & sensor brackets Control cables and I/O blocks 	\$64,100.00
Conveyance <ul style="list-style-type: none"> (5) 18" wide Separation & Singulation Conveyors Sorter RFID Conveyor (3) Ext. Ret. transitions onto conveyor & (1) Int. Ret transition into Induction bin 	\$42,945.00
System Controls <ul style="list-style-type: none"> (1) Control Enclosure & PLC Control Software EZ Sort Software Interface (2) 4-channel RFID readers & (6) antenna pads AMH staff station w/ receipt printer 	\$37,500.00
(7) AMH Sorting Bins (1,950.00/each) <ul style="list-style-type: none"> Dimensions 20" w x 20" d x 42" t Spring loaded floors, front access door & swivel locking casters 	\$13,650.00
Return Bin Induction Module <ul style="list-style-type: none"> Tilting Device Staff Pendant & Safety Enclosure Silent Air Compressor 	\$3,500.00
Induction Bins (29" w x 30" d x 34" t)	\$4,000.00
Installation	\$12,530.00
Training	\$1,500.00
Shipping/Handling/Insurance	\$8,500.00
TOTAL	\$192,225.00

Annual Service Agreement: 5-year term

* Term starts after the 1-yr warranty period ends

DESCRIPTION	ANNUAL COST
Full-Service Annual Maintenance Agreement <ul style="list-style-type: none"> (2) PM visits & 24/7 Maintenance Software Support & Upgrades Spare Parts Package 	\$16,000.00

6.0 Work Plan & Project Schedule

Overall AMH Project Timeline

TASK	COMMENTS	WEEK TIMELINE
Negotiate Project Scope of Work	Determine with staff the size, layout, placement & cost of AMH system to be installed.	RFP/Pre-Scheduling
Contract Signing	Project is not initiated until agreement signed and deposit has been received. These 2 acts release the project for prep & material orders.	Week 1
Internal Project Meeting	Verify material orders for each supplier. Coordinate internal responsibilities for project team. Establish team leader for primary communication with library.	Week 2
Project Introduction	Project leader calls library contact to introduce team and determine date for 'Library Coordination Meeting.' Can be arranged via conference call or webinar.	Week 2
Library Coordination Meeting (LCM)	Outline expectations with Library to include: <ul style="list-style-type: none"> • Electrical requirements • Ethernet placement • Determine install hours • Facility remodeling (if necessary) • Existing equip. or desks moved • Delivery and install start date • Review system layout drawing 	Week 3
Order System Components	Bill of Materials verified based on LCM discussion with library. PO's sent to all vendors for manufacturing of product. Delivery date confirmed by supplier as acceptable.	Week 3
System Build	Constant communications as well as updates are received with suppliers during this period as to progress. Internally we are constructing all bins induction modules and add-on components that will be personally delivered by project team.	Weeks 4 - 8
Library Prep Work	Library to complete a set of tasks prior to install <ul style="list-style-type: none"> • Electrical Installation (208 VAC, 3-phase, 30 Amps) • Ethernet connection Install – (2) RJ45's • Complete sort configuration table • Send material with tags to test • Arrange SIP license for AMH system 	Weeks 5 – 8
Verify Component Readiness & Spec's for Shipping	All suppliers are called to verify component completeness and their understanding of delivery date/time. Video and test data is reviewed with suppliers for correct system specification. Freight carrier information is recorded. In-house testing is performed on all components assembled by RFID LS technicians. Product crated for shipping	Week 9
System Delivery	Project team on-site day before all system components are to arrive to perform last minute facility prep work. Any product hand delivered is unpacked and readied for install. Individual supplier components are pre-arranged to arrive at staggered times, typically in AM, PM & successive days.	Week 10
System Install	Installation follows a very coordinated sequence. It begins with assembly and positioning of the initial conveyors. From there, erection flows forward to the ARB sortation conveyor. Next are motors, all sensors, transitions, chutes & induction parts. System control panels are positioned along with all electrical conduit, junction boxes and connections. Install wraps up with induction module set-up, sorter bin positioning and AMH CPU preparation.	Weeks 11 & 12
System Testing	Project engineer & install technician systematically test each electrical connection, sorter actuator, sensor, motor, induction mechanism, RFID readers, antenna pads, sort tables, etc. for correct setting. This is a several-day process that includes staff involvement towards the end of testing to ensure library satisfaction.	Week 12
System Training	Training is performed by certified technician to cover user interface, vital equipment and essential system functions. Custom user manual reviewed for staff understanding. Administrative passwords established at this time. Training coordinated with library in small groups to facilitate interactive, hands-on learning.	Week 12
System Hand-off	Verification that the system is performing as expected and to specification. Typically involves 1-2 days of clean operation – sorting to correct bins, accurate check-in, precise SIP connection, smooth induction of bins, seamless conveyor transition of material and staff comfort with user interface. At this point, sign-off on project takes place. Two-week on-site follow-up visit arranged.	Week 13

On-site Installation Timeline

Description	Week 11							Week 12						
	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
1.1 Arrival & Initial Site Survey	■													
1.2 Receive Shipments at Site & Unpack		■	■											
1.3 Build Final Comp'ts from Sub-assemblies			■	■										
1.4 Set-up Conveyors in Circulation Workroom				■										
1.5 Set-up Sort Conveyor					■									
1.6 Power/Control Connect to Hardware					■	■								
1.7 Staff Station & AMH software Configuration							■							
1.8 Hardware Testing & AMH Configuration							■	■						
1.9 Staff Training								■	■					
1.10 System Hand-off											■			

On-site Installation Detail

1.1 Arrival & Initial Site Survey: *Pre-install*

- Three-man team travels to and arrives a day before installation to prep for project.
 - All deliveries are pre-arranged to coordinate with implementation schedule.
 - The sort conveyor is shipped by freight carrier on pallets to library site, while the rest is driven by technicians to Sheyboygan, WI.
 - Overnight accommodations are checked into, and any last-minute supplies are gathered. Install plan reviewed one last time.
 - Pre-build walk through
 - Meet staff & confirm agreeable work hours
 - Compare drawings to physical site
 - Verify book drop heights & Check wall lengths to conveyor position
 - Clear worksite – particularly anything remaining around conveyors
 - Prep for assembly areas and temporary storage (if needed)
 - Rent any special equipment to complete installation phase

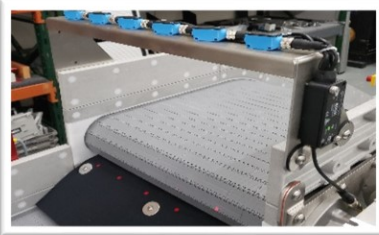
1.2 Receive Shipments at Site & Unpack: *Day 1 & 2*

- Tracking numbers monitored for delivery.
- Project plan is flexible enough to handle unforeseen delays. There is always sufficient assembly work to be done, particularly early in the assignment.
- Actual time depends on system size, but never more than two days. In most cases, tasks 1.2 & 1.3 blend days as large equipment deliveries are staggered to allow time for set-up and positioning in the workspace.
- Primary tasks include...
 - Unload trailer & organize boxes on site.
 - Accept and inspect shipments as they arrive
 - Uncrate large conveyors, connect leg supports & locate in position
 - Unpack parts and arrange by assembly station
 - Prepare site & ready tools

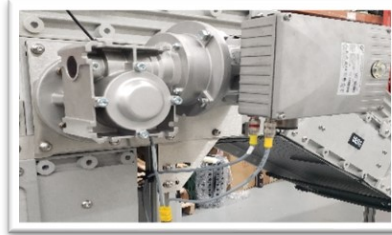


1.3 Build Final Components from Sub-assemblies: Day 2 & 3

- Since only a few select items are fully assembled for shipping, a majority of the equipment must be put together on-site. Therefore, one day is dedicated to building larger assemblies from sub-assemblies.
- Assemblies constructed are such things as...
 - Conveyor Sensor Brackets
 - Motor Packages for Conveyor Lines
 - Conveyor Transitions



Sensor Bracket



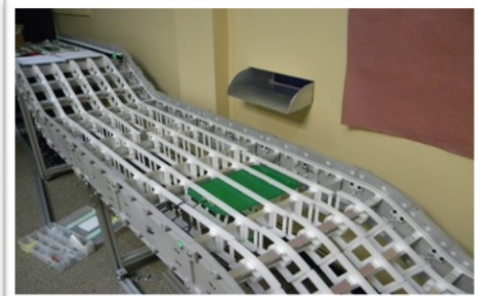
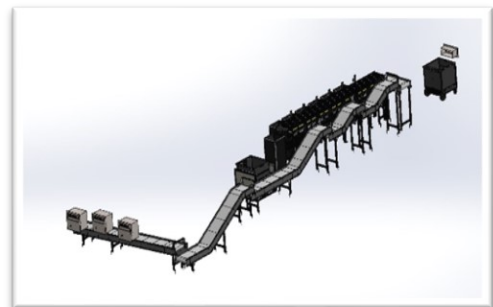
Motor Package



Larger Assemblies

1.4 Set-up Conveyors in Circulation Workroom: Day 3

- Seven conveyor sections to be assembled & positioned in this workroom. *(Pictured to the right)*
 - Starting at the external returns. Conveyor number one is called an in-feed conveyor. It is long with flat belting and tall retaining walls. Sensors installed at the return will immediately activate the belting when items are deposited.
 - A second conveyor turns along the wall. It serves as another in-feed line where staff can input material for check-in and sorting.
 - Conveyor's three, four, & five are similar in design. Each is shorter in length, has an incline and belting with a pattern of flanges to pull material away. The series of conveyors is where material is separated and spaced.
 - The sixth is short conveyor. It contains the final antenna in which the items sort destination is determined.
- The initial three conveyors will contain at least four RFID antenna pads. A couple are inserted inside the conveyors at the book drops to instantly check-in material, while others are located in later conveyors to re-activate the security bit on tags.
- Conveyor support legs are anchored to the floor.
- Sensor brackets, motors and transitions are all mounted and checked for level.
- Side retaining walls connected to ensure material stays on belting.



1.5 Set-up Sort Conveyor: Day 4

- By far the heaviest piece of equipment is the sorter. It consists of a front-end module (33" long), one drive-end module (33" long) and repeated mid-sections (24" long).
- For the Mead System, one beginning, one drive and five middle modules are required for this sort conveyor.
- Legs are attached one section at a time, each section is carefully moved into place and fastened to the previous section.
- In its correct floor location, sort-zone sensor brackets and chutes are attached.
- The special ARB belting is put on making sure to have the activator balls roll in the correct orientation.
- The I/O blocks are installed and wired below the conveyor.
- AMH sort bins are unpacked and set-up bungee springs.



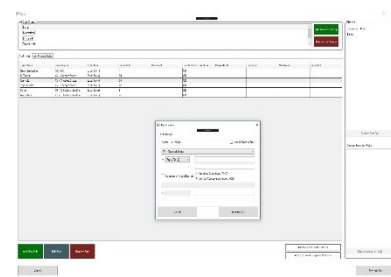
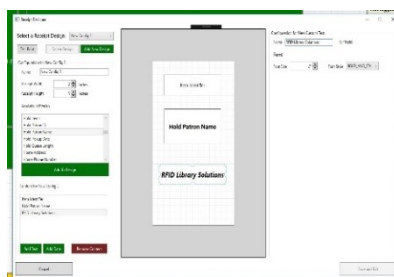
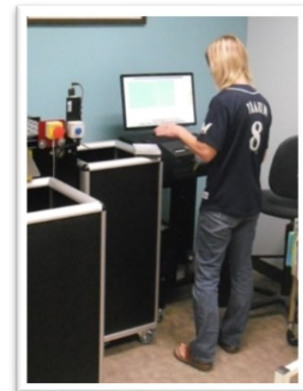
1.6 Power/Control Connection to Hardware: Day 5

- An extremely critical step in the system installation is the placement, set-up, and connection of power to the control panels.
 - Enclosure Panel
- System power requirements and required install point in the sort room are provided on the spec drawing.
- RFID LS will hire General Contractor’s electrician to make the connection from the wall wiring into the back of the Power Supply panel. General Contractor is responsible for pulling the wire to & installing junction boxes per the location shown on the spec drawing.



1.7 Staff Station and AMH Software Configuration: Day 6

- AMH staff station cart assembled
- CPU, monitor, receipt printer and accessories organized and set-up on cart
- Options presented for AMH staff station placement. Default location is next to ‘Exceptions Bin’ for processing items that must be personally handled by staff.
- AMH software installed on CPU
- SIP connection established, configured & tested
- Communication with PLC confirmed and tested
- AMH interface designed to look like system layout
- Sort zones rules entered, organized & enabled
- Receipt printer configured to produce ‘Holds’ and ‘Transit’ receipts that look like existing receipts.



1.8 Hardware Testing and Settings Adjustment: Day 6 & 7

- After all electrical/communication connections are made and the AMH software program installed, testing of all moving parts can begin.
- Hardware testing involves:
 - Starting and stopping conveyor motors (*all*)
 - Observe smooth belt running (*all*)
 - Test and adjust the end-of-conveyor sensor recognition (*all*)
 - Confirm SIP/ILS communication verifying material check-in
 - Move up and down sort zone actuators
 - Test and adjust the sort sensor recognition
 - Examine AMH sort bins – smooth moving floor, correct spring bands, front door, etc.
 - Control panels properly labeled and secure
- When all moving parts are functioning properly, the speed or rate settings of conveyors can be fine-tuned to match incoming return levels.

1.9 Staff Training: Day 8, 9 & 10

- All staff training takes place on-site for a more hands-on personal experience. RFID Library Solutions requests that, before the training, the library appoints 1-2 main operators, in addition to 1 or 2 maintenance personnel for the new AMH system. These primary operators will be trained by the assigned service technician in several areas. They include system software, basic system functionality, safety, usage guidelines, and support procedures. Experience has taught us to keep initial system training from 2 to 4 key library personnel. The smaller group provides enough individual attention and hands-on experience to properly train staff to assume responsibility for the systems daily operation.
- Both an electronic & bound paper copy of the AMH manual are presented to staff. Topics include:
 - Support contact information & service progression table
 - Common terms, system module descriptions and usage features
 - Getting started topics and using the system steps outlined
 - Configuring the system settings
 - Staff/Library maintenance expectations
- Staff Maintenance Responsibilities
It is up to the library staff to keep the system cleaned to help prevent dust and debris from interfering with the system. The primary maintenance person trained should:
 - ✓ Clean Conveyor Belts, Transitions & Sensors
 - ✓ Clean Sort Sensors, Chutes & Bins
 - ✓ Clean Motor Brushes
 - ✓ Clean the AMH PC fans and RFID Readers
- A service technician will return in 2 -3 weeks to thoroughly inspect all components for normal operation, answer all questions tracked by staff during the break-in weeks, and conduct additional training as requested.

1.10 System Sign-off and Handover to Library Staff: *System Hand-off*

- At a point when the system has consistently achieved agreed upon standards or goals, day-to-day control of the system is handed over to library staff. System standards include...
 - Attain a minimum check-in accuracy percentage – 95% minimum
 - Achieve a minimum sort accuracy percentage – 95% minimum
 - Maintain operational up-time for one month – less than 36 hrs. of unscheduled downtime
- Signing-off on the final payment invoice signifies the official day that the one-year system warranty begins for the library
- At the option of the library, an annual service and maintenance contract may be entered into with RFID Library Solutions to continue full-service support on all system hardware and software. This agreement is not available until the one-year warranty ends.

7.0 TRAINING & DOCUMENTATION

All training for staff will take place on-site after installation and system testing is completed by RFID LS technicians. Although instructional training will last approximately two to three days for staff, our presence will last several more days on-site after the system is up and running. A primary objective of ours is to never leave a library site until staff is completely comfortable with software navigation, system operation and alarm recovery. Some of the tools left with staff include a complete manual (electronic & hard copy), a quick reference troubleshooting guide and a tip sheet on maximizing system functionality.

Training will be made available to all staff personnel MPL requests. There is no maximum number. However, we do recommend keeping training sessions for daily users limited to smaller groups of 5 - 6 people. In this manner, a more tailored session may be arranged. Experience has taught us that staff will feel more comfortable asking questions in these smaller groups. There is also more time for everyone in the session to get hands-on experience pushing buttons or navigating around the CPU interface. Prior to training, we suggest the library appoint 3-4 primary day-to-day operators, 1-2 system administrators, and 1-2 general maintenance personnel. Some positions can even overlap. Although all the same topics will be covered, each user type will have greater focus in certain areas. A list of core topics is below.

1. General Information

- System Overview
- Safety
- General Maintenance

2. Getting Started

- Logging On & Exiting System
- System Menu & Short Cuts
- User ID's & Passwords
- Backing up Software Config. File

3. Using the System

- Starting Automatic Mode
- Sort Groups
- Basic System Controls
- System Statistics
- Troubleshooting Instructions
- ILS Communication & SIP Messaging

4. Points of Contact & Help Desk

- Steps & Structure of Service Call

The individuals responsible for providing training will include a couple key RFID LS representatives. Eric Kohorst will work with administrative users on vital set-up details like SIP messaging configuration with Innovative; sort rule creation and their organization into sort zones; receipt printer formatting; and generating reporting parameters for system statistics. Neil Bruchu on the other hand, will work with the remaining staff personnel providing instruction on general upkeep as well as basic functioning of system hardware.

Although additional training is available online through remote access apps (Logmein.com/Showmypc.com), it would be more beneficial to coordinate training for new operators at the time of a preventative maintenance visit. Additional training at these visits would be performed at no additional charge by the RFID LS tech while on-site. If training is requested by the library outside of an annual service/maintenance agreement, fees would be invoiced for the time and expenses to fulfill the libraries' additional training requirements. Finally, in the event of a new software release or upgrade in which major changes are made, on-site training would be made available to the library at a scheduled time at no charge.

8.0 GUARANTEES & WARRANTIES

RFID Library Solutions, Inc. (Manufacturer) warrants that Library's Automated Material Handling or RFID system will be free of defects in materials and workmanship under normal library use for one year from the date of purchase. Manufacturer will, at its option, repair or replace the Product without charge for the year term. Manufacturer also agrees to respond to initial service call within (24 hour) time period, identify issues, create technician response plan and respond in an agreed upon timeline with Library. If a replacement part or component is necessary to service this warranty, the replacement part or component may be new or recondition. Upon completion of the one-year limited warranty period, an AMH or RFID service plan may be contracted with Manufacturer. Service contracts are unique to each library, the system implemented, and the level of service desired.

This warranty applies to Products operated in the United States and Canada. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

THIS WARRANTY DOES NOT COVER CONSEQUENTIAL OR INCIDENTAL DAMAGES SUCH AS PROPERTY DAMAGE AND DOES NOT COVER INCIDENTAL COSTS AND EXPENSES RESULTING FROM ANY BREACH OF THE WARRANTY, EVEN IF FORESEEABLE. Some states do not allow the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusion may not apply to you depending on the state of your purchase.

Nor does this warranty cover damages caused by services performed by anyone other than Manufacturer or its authorized service providers, use of parts other than genuine Manufacturer parts, or external causes such as abuse, misuse, inappropriate power supply, or acts of God.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER EXPRESS WARRANTY, WHETHER WRITTEN OR ORAL. IN ADDITION, MANUFACTURER HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Some states do not allow disclaimers of such implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you depending on the state of purchase.

TERMS & CONDITIONS

WHAT WE WILL DO:

Hardware: In consideration of payment of the agreement price, RFIDLS will furnish the labor & expertise to maintain the Equipment specified in the agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by and authorized RFIDLS service provider and used as directed. This Service Agreement covers Equipment failure during normal usage, RFIDLS agrees to provide:

- On-site remedial maintenance during On-Site coverage hours when RFIDLS is notified that the equipment is not in good working order. RFIDLS will provide a toll-free telephone number for Customer to place, and RFIDLS will receive, Equipment maintenance service calls twenty-four (24) hours/day, seven (7) days/week.

- All labor and equipment modifications RFIDLS deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, RFIDLS reserves the right to replace the entire unit with new equipment or equipment of equal quality when RFIDLS determines is more economical than on-site repair. All equipment removed for replacement becomes the property of RFIDLS.

Software: In consideration of payment of the agreement price, RFIDLS will furnish over-the-phone software support and remote troubleshooting of the RFIDLS Software specified in this agreement as well as updates necessary to maintain the RFIDLS Software specified in the agreement in proper working condition during the term of this agreement, provided that the RFIDLS Software is installed and used as directed. RFIDLS agrees to provide:

- All software configuration modifications RFIDLS deems necessary to maintain the RFIDLS Software in good working order
- RFIDLS Software updates
- A toll-free telephone number for Customers to place, and RFIDLS to receive, software support calls. Over-the-phone software call may be placed twenty-four (24) hours/day, seven (7) days/week. Calls will be addressed during Software Support Coverage Hours in the order they were received.

WHAT IS NOT COVERED:

The basic maintenance fee does not include, and RFIDLS is not obligated to provide repair of damage or increase in service by:

- i. Failure of customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer
- ii. Accident
- iii. Acts of God, including but not limited to fire, flood, water, wind and lighting
- iv. Neglect, abuse or misuse
- v. Failure of Customer to follow RFIDLS's published operating instruction
- vi. Modification, service or repair of the Equipment by other than RFIDLS authorized personnel
- vii. Use of Equipment for purposes other than for which designed
- viii. Painting or refinishing the equipment
- ix. Relocation of the equipment
- x. Replacement of broken or damaged cabinetry; to include items such as lattices, base covers, etc
- xi. Electrical work external to the Equipment
- xii. Cosmetic restorations or after removal or relocation of Equipment for any reason
- xiii. Modification, or repair of the RFIDLS Software by other than RFIDLS authorized personnel
- xiv. Use of the RFIDLS Software for purposes other than for which designed
- xv. Virus/hacker activity
- xvi. Non-RFIDLS Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection
- xvii. Labor on material associated with consumables such as receipt printer, patron counter batteries, and similar items.

RENEWAL:

This agreement is NOT automatically renewable. If a renewal agreement is offered by RFIDLS, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

ENTIRE AGREEMENT:

This instrument sets forth the entire agreement between the parties, and not representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this agreement.

9.0 AMH SERVICE AGREEMENT (Sample)

This Annual Service Agreement is a legal contract between the Anytown Public Library (Library) and RFID Library Solutions, Inc. (RFIDLS), which governs the terms and conditions under which RFIDLS will perform Automated Material Handling (AMH) system maintenance.

This Agreement is for the existing AMH system located at 123 Main Street, Anytown, USA, 54321 – Readers Branch, Anytown Public Library. RFIDLS agrees to service the existing AMH system and sort bins owned by the Library. The Library agrees to provide access to the system when required and as needed to return it to operation. The service agreement is for one year; starting on January 1st, 2024 and expires on December 31st, 2024. The price of this agreement is \$XX,XXX.00 (US dollars), invoiced on the date of signing, due net 30 payment terms.

The service on the AMH system includes all the time, labor, and technical knowledge necessary to return the system to its normal functioning state, or repair/replace worn or improperly functioning equipment. Service is to be available in an emergency as well as a routinely scheduled event. Service includes software upgrades and technical support to achieve the system’s mutually acceptable working condition and interface configuration. The Annual Services Agreement does not include the cost of replacement parts. All replacement parts are invoiced to the Library as purchased. RFIDLS may only purchase parts after approval has been gained from the Library.

The agreement provides for (2) Preventative Maintenance (PM) visits to be scheduled in advance with the Library. The PM visit has the following requirements:

- The on-site visits will be conducted by a certified RFIDLS Technician familiar with Anytown Branch AMH system.
- The trained technician will thoroughly inspect all equipment and keep a log of concerns or areas that need attention. Repairs or wear patterns are discussed with staff and the service log updated with regard to follow-up steps. If both parties agree, plans can be made for ordering parts as well as a timeline for repair/replacement of part(s). Once completed, a final report will be generated indicating the system’s condition and/or repairs made.
- Preventative Maintenance visits will be coordinated and scheduled at the Library’s convenience.

Emergency support will be available by calling our toll-free

telephone number, (877) 924-7434, and selecting Option 1 for direct connection with a service technician. The Library will also have access to the technician’s mobile phone line as backup should immediate assistance be required. RFIDLS will provide phone support 7 days a week and 24 hours a day. Voice messages will receive a two-hour response time. On-site local service is guaranteed within 24 hrs. Library staff may contact their technician via e-mail: neil@rfidls.com at any time for general service questions or to schedule routine maintenance. Remote assistance is available and recommended, but only established with the library’s request as well as permission.

RFID Library Solutions

Anytown Public Library

Signature _____

Signature _____

Print Name Eric Kohorst _____

Print Name _____

Date October 24th, 2024 _____

Date _____

10.0 RETURN BIN INDUCTION MODULE

AUTOMATED MATERIAL HANDLING

RETURN BIN INDUCTION



CAPABILITIES

- Multiple item induction
- Repetitive chore eliminated
- RFID check-in
- Labor shift to customer service

LOCATIONS WITH MODULE

- Appleton Pub. Lib. - WI
- Hamilton East Pub. Lib. - IN
- Manitowoc Pub. Lib. - WI
- Pueblo City/Cty Lib. Dist - CO
- Ottawa Pub. Lib. - Ontario, Canada
- Pikes Peak Lib. Dist. - CO
- Ames Pub. Lib. - IA

POWER SPECIFICATIONS

- ½ Hp, 6 gal SilentAir™ compressor used to raise bin floor
- 110VAC, power supplied by system
- Proximity sensors control module movements
- Push button controls

MODULE DIMENSIONS

SAFETY CAGE

- 48" H x 36" W x 30" D

STANDARD RETURN BIN

- 34" H x 29" W x 29" D

CUSTOM RETURN BINS

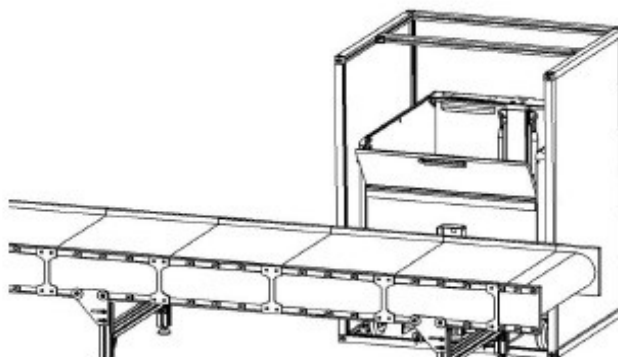
- Book return dimension required for manufacturing
- Photos helpful

Return Bin Induction offers libraries an economical and unique option to automatically process patron returns from external drop boxes or remote book drops. Specialized bins capable of collecting hundreds of items are emptied onto in-feed conveyors for immediate check-in, separation, singulation and sorting. The optional module dramatically reduces the labor required and time needed to circulate thousands of items per day. Ask staff which they would rather do...

"Manually induct one item at a time, or hundreds with the push of a button?"

MODULE Includes:

- Safety Cage & Tilting Device
- Push-button control pendant w/ E-stop
- SilentAir™ compressor - low pressure, NO noise
- Adjustable induction rate & timing
- Return/Induction bins sold separately
- Bin sizes customizable to return location
- Module can be added at a future date



All RFID Library Solution AMH systems are UL – Certified and custom designed to meet the unique circulation conditions at each library facility.



RFID Library Solutions

11030 89th Ave N
Maple Grove, MN 55369
www.rfids.com
(877) 924-7434

FORM A: Signature & Non-Collusion Affidavit

Form A: Signature and Non-Collusion Affidavit
 RFP: Purchase and Installation of Mead Library AMH System

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the county in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

RFID Library Solutions, Inc.

COMPANY NAME

Eric Kohorst

SIGNATURE

10-24-2024

DATE

ERIC KOHORST

PRINT NAME OF PERSON SIGNING

President

FORM B: Receipt of Forms & Submittal Checklist


Form B: Receipt of Forms and Submittal Checklist RFP:
Purchase and Install of Mead Library AMH System

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge RECEIPT
Form A: Signature Affidavit	YES
Form B: Receipt of Forms and Submittal Checklist	YES
Form C: Vendor Profile	YES
Form D: Cost Proposal	YES
Form E. References	YES
Appendix A: Standard Terms and Conditions	YES
Appendix B: First Floor Blueprint (Partial)	YES
Appendix C: Rough Layout	YES

RFID Library Solutions, Inc.
COMPANY NAME


SIGNATURE
ERIC KOHORST - President

FORM C: Vendor Profile

<p>Form C: Vendor Profile</p> <p>Purchase and Installation of Mead Library AMH System</p>

COMPANY INFORMATION

This form must be returned with your response.

COMPANY NAME (Make sure to use your complete, legal company name.) RFID Library Solutions, Inc			
FEIN 27-1497967		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.) Eric Kohorst		TITLE President	
TELEPHONE NUMBER 763-443-5937		FAX NUMBER	
EMAIL eric@rfid/s.com			
ADDRESS 11030 09th Ave. N.	COUNTY Maple Grove	STATE MN	ZIP 55369

ORDERS/BILLING CONTACT

Address where County purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME ERIC KOHORST		TITLE President	
TELEPHONE NUMBER 763-443-5937		FAX NUMBER	
EMAIL eric@rfid/s.com			
ADDRESS 11030 09th Ave. N.	COUNTY Maple Grove	STATE MN	ZIP 55369

FORM D: Cost Proposal

<p>Form D: Cost Proposal</p> <p>RFB: Purchase and Install of Mead Library AMH System</p>
--

This form must be returned with your response.

We propose to provide and install the Automated Material Handling System including Freight, Labor, Materials and complete installation including staff training at a total cost of:

System Manufacturer Name RFID Library Solutions, Inc.

System Manufacturer Model 7-zone sorter w/ Return Bin Induction

\$ 192,225.00

192 Thousand 2 Hundred 25 Dollars and NO Cents

We Acknowledge Receipt of the following Addenda

#1 DATED _____ #2 DATED _____ #3 DATED _____

Further, we propose to furnish on site maintenance consisting of 2 Visits per year for a period of Five Years following the expiration of the manufacturer's warranty period at an annual cost of \$ 16,000 per year. This cost shall be paid in advance at the time of purchase.

Further, based upon current lead times and production schedules in effect at the time of this writing we would Anticipate commencement of project activities to begin within 12 WEEKS following execution of the contract between the parties and necessary building modifications by others.

RFID Library Solutions, Inc

COMPANY NAME

SIGNATURE Eric Kohorst
Eric Kohorst
President

DATE 10-24-2024

FORM E: References

Form E: References

RFP: Mead Public Library AMH System

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME DOUGLAS COUNTY LIBRARIES		CONTACT NAME DAVE MEYER	
ADDRESS 100 S. WILCOX	COUNTY DOUGLAS	STATE CO	ZIP 80104
TELEPHONE NUMBER 720-212-7853	FAX NUMBER		
EMAIL dmeyer@dclibraries.org			
Manufacturer & Model 13-zone sorter - PSM Branch		Delivery date SEPT. 2023	
Notes DCL libraries have five AMH systems ranging in size from 5-15 sort zones. Each uses our induction bins to distribute material between branches			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME KENOSHA PUB. LIB.		CONTACT NAME ROB NUNEZ	
ADDRESS 7979 30th AVE	COUNTY KENOSHA	STATE WI	ZIP 53140
TELEPHONE NUMBER 262-564-6327	FAX NUMBER		
EMAIL rnunez@mykpl.info			
Manufacturer & Model 9-zone sorter		Delivery Date MAY 2017	
Notes KPL has installed two AMH systems. A 5-zone sorter at Northside & a 9-zone sorter at SW. Both were completed in 2017 & can speak to service over 7 years			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME JEFFERSON COUNTY PUB. LIB.		CONTACT NAME CHERYL MURPHY	
ADDRESS	COUNTY JEFFERSON	STATE CO	ZIP
TELEPHONE NUMBER 303-403-5292	FAX NUMBER		
EMAIL Cheryl.Murphy@JeffcoLibrary.org			
Manufacturer & Model 10-zone sorter - Arvada Branch		Delivery Date Feb. 2023	
Notes JCPL libraries have eight AMH systems within their district. First one installed in 2019 and wrapped up in 2023. size ranges from 7-zones to 11-zones.			

**CONTRACTOR'S INSURANCE WITH BOND AND PROPERTY INSURANCE
REQUIREMENTS**

The Contractor shall not commence work until proof of insurance required has been provided in writing to the applicable department before the contract or purchase order is considered for approval by the City of Sheboygan

It is hereby agreed and understood that the insurance required by the City of Sheboygan is primary and non-contributing coverage and that any insurance or self- insurance maintained by the City of Sheboygan, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. COMMERCIAL GENERAL LIABILITY COVERAGE

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- | | | |
|----|--|-------------|
| 1. | Each Occurrence limit | \$1,000,000 |
| 2. | Personal and Advertising Injury limit | \$1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) per project | \$2,000,000 |
| 4. | Products–Completed Operations aggregate | \$2,000,000 |
| 5. | Fire Damage limit — any one fire | \$50,000 |
| 6. | Medical Expense limit — any one person | \$5,000 |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) ”if” the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. | |
| 8. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work. | |

2. BUSINESS AUTOMOBILE COVERAGE

A. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY-as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker’s Compensation Act coverage.

- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:
- (1) \$100,000 Each Accident
 - (2) \$500,000 Disease Policy Limit
 - (3) \$100,000 Disease – Each Employee
- B. Employer’s Liability limits must be sufficient to meet umbrella liability insurance Requirements

4. **UMBRELLA LIABILITY** providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan
Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
5. **AIRCRAFT LIABILITY**, if the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.
7. **PROPERTY INSURANCE COVERAGE (BUILDERS RISK INSURANCE)** to be provided by the contractor, if the exposure exists.
 - A. The “property” insurance amount must be at least equal to the total value of the structure(s), plus or minus any change orders. It must also include value of Engineering or Architect fees, claims preparation costs, and owner furnished equipment.
 - B. Covered property must include property on the project work sites, property in transit, property stored off the project work sites, and any equipment furnished by City of Sheboygan.
 - C. Coverage must be on a **Replacement Cost basis**, with no co-insurance penalties.
 - D. The City of Sheboygan, Consultants, architects, architect consultants, engineers, engineer consultants, contractors, and subcontractors must be added as named insureds to the policy.
 - E. Coverage must be written on a “special form” or “all risk” perils basis. Coverage to include collapse.
 - F. Coverage must include coverage for Water Damage (including but not limited to flood, surface water, hydrostatic pressure) and Earth movement.
 - G. Coverage must be included for Testing and Start up.
 - H. If the exposure exists, coverage must include Boiler & Machinery including mechanical or electrical breakdown coverage.
 - I. Coverage must include Building Ordinance or Law coverage with a limit of at least 5% of the contract amount.
 - J. The policy must cover/allow Partial Utilization by owner.
 - K. Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
 - L. Contractor will be responsible for all deductibles and coinsurance penalties.
8. **INSTALLATION FLOATER / CONTRACTOR’S EQUIPMENT** - The contractor is responsible for loss and coverage for these exposures. City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by

the contractor or its subcontractors. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or subcontractor of any tier. See additional requirements for subcontractors below.

9. **PROFESSIONAL LIABILITY COVERAGE**-if project includes the use of engineers, architects, or other professionals the below coverage and limits apply.

- A. Limits
 - (1) \$1,000,000 each claim
 - (2) \$1,000,000 annual aggregate
- B. Must comply with claims-made requirements listed below

10. **BOND REQUIREMENTS**

- A. Bid Bond. The contractor will provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to 5 percent of the contract bid.
- B. Payment and Performance Bond. If awarded the contract, the contractor will provide to the owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
- C. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.

INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)

All subcontractors shall be required to obtain the above coverages as applicable. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.

APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan
- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as additional insureds on all Liability Policies for liability arising out of project work City Of Sheboygan, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be as broad as ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage as broad as ISO form CG 20 37 07 04 or their equivalents for a minimum of 3 years after acceptance of work. This does not apply to Workers Compensation or Professional Liability Policies.
- D. Waivers of Subrogation - All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Sheboygan, its officers, council members, agents, employees, and authorized volunteers.
- E. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the contractor's policy must be declared to the City of Sheboygan and satisfied by the contractor.
- F. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Sheboygan a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure

must also be provided or its equivalent on the Commercial General Liability coverage.

- G. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.
- H. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
- I. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
 - II. Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
 - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to City of Sheboygan, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

**CITY OF SHEBOYGAN
RESOLUTION 141-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

DECEMBER 16, 2024.

A RESOLUTION amending the 2024 budget for various expenses incurred or planned.

RESOLVED: That the Finance Director is authorized to make amendments in the 2024 budget for the following:

Purchase of cleaning equipment for the Police Department utilizing salary savings

INCREASE:

General Fund – Buildings – Building Maintenance & Repair \$26,904
(Acct. No. 101160-550110)

DECREASE:

General Fund – Police – Full Time Salaries \$26,904
(Acct. No. 101210-510110)

Uptown Social gymnasium construction and associated costs funded via Friends of Uptown Social donations

INCREASE:

Senior Services Fund – Uptown Social – Building Improvements \$450,000
(Acct. No. 253530-631200)

Senior Services Fund – Contributions/Donations \$450,000
(Acct. No. 253-485000)

Adjustment for overages in the vehicle maintenance account of Motor Vehicle Fund to be funded with available budget in the fuel account

INCREASE:

Motor Vehicle Fund – Motor Vehicle – Vehicle Maintenance & Repairs \$75,000
(Acct. No. 730399-562110)

DECREASE:

Motor Vehicle Fund – Motor Vehicle – Gasoline \$75,000
(Acct. No. 730399-540230)

Installation of Cleveland Park Splash Pad previously included in the Capital Improvements Plan utilizing Park Impact Fee funds

INCREASE:

Park Impact Fee Fund – Improvements Other than Buildings (Acct. No. 251520-641100)	\$344,000
Park Impact Fee Fund – Fund Equity Applied (Acct. No. 251-493000)	\$344,000

Legal expenses in Human Resources due to union negotiations and personnel investigations

INCREASE:

General Fund – Human Resources – Legal Services (Acct. No. 101144-531200)	\$65,000
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DECREASE:

General Fund – City Administration – Contingency (Acct. No. 101141-810101)	\$65,000
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Update budget to reflect actual amounts spent and under contract in 2024 from Community Development Block Grant funds approved via the Annual Action Plan and reporting

INCREASE:

CDBG Fund – CDBG - Administration (Acct. No. 260660-531500)	\$125,000
CDBG Fund – CDBG - Improvements Other than Buildings (Acct. No. 260660-641100)	\$217,000
CDBG Fund – CDBG - Federal Housing/Economic Grant (Acct. No. 260-432710)	\$179,203

DECREASE:

CDBG Fund – CDBG – Full Time Salaries (Acct. No. 260660-510110)	\$124,887
CDBG Fund – CDBG - FICA (Acct. No. 260660-520310)	\$7,494
CDBG Fund – CDBG - Medicare (Acct. No. 260660-520311)	\$1,753
CDBG Fund – CDBG - WI Retirement Fund (Acct. No. 260660-520320)	\$8,618
CDBG Fund – CDBG - Health Insurance (Acct. No. 260660-520340)	\$19,096
CDBG Fund – CDBG - Dental Insurance (Acct. No. 260660-520350)	\$949

Increase budget for increased tree removal and stump grinding costs utilizing unused funds from 2023 Capital Improvements Plan for the same use

INCREASE:

Capital Improvements Fund – Public Works - Forestry (Acct. No. 400300-641150)	\$60,000
Capital Improvements Fund – Fund Equity Applied (Acct. No. 400-493000)	\$60,000

Demolition and abatement costs associated with Wells Fargo & Sheboygan Inn and legal expenses related to development agreements within TID 21

INCREASE:

TID 21 Fund – Land (Acct. No. 421660-621100)	\$500,000
TID 21 Fund – TID 21 – Contracted Services (Acct. No. 421660-531100)	\$150,000
TID 21 Fund – Debt Proceeds (Acct. No. 421-491000)	\$650,000

Training expenses for the Marina Manager

INCREASE:

Marina Fund – Harbor Center Marina – Employee Development (Acct. No. 231354-536125)	\$2,500
Marina Fund – Harbor Center Marina - Interfund Transfer In (Acct. No. 231-492000)	\$2,500
General Fund – Finance - Interfund Transfer Out (Acct. No. 101150-811100)	\$2,500

DECREASE:

General Fund – Finance – Employee Development (Acct. No. 101150-536125)	\$2,500
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Reallocate budget for office supplies to advertising to cover costs associated with the Uptown Social monthly newsletter

INCREASE:

Senior Services Fund – Uptown Social – Advertising & Marketing (Acct. No. 253530-531400)	\$24,000
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DECREASE:

Senior Services Fund – Uptown Social – Office Supplies (Acct. No. 253530-540100)	\$24,000
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Increase budget for various contracts within TID 18 for lawn maintenance on city-owned sites, TID amendment process and geotechnical investigations

INCREASE:

TID 18 Fund – TID 18 – Contracted Services (Acct. No. 418660-531100)	\$89,000
TID 18 Fund – Fund Equity Applied (Acct. No. 418-493000)	\$89,000

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 143-24-25
DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE**

BY ALDERPERSONS MITCHELL AND PERRELLA.

DECEMBER 23, 2024.

A RESOLUTION adopting a Citizen Participation Plan which is required when funds are required from the U.S. Department of Housing and Urban Development, Community Development Block Grant Program.

WHEREAS, the U.S. Department of Housing and Urban Development requires that recipients of Community Development Block Grant monies have in place a Citizen Participation Plan (CPP); and

WHEREAS, the CPP shall encourage citizen participation (especially by persons of low to moderate income), provide citizens reasonable and timely access to local meetings and information, provide for technical assistance, provide for public hearings, and provide for complaint procedures.

WHEREAS, the City of Sheboygan has prepared and reviewed the CPP.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council officially adopts the CPP, a copy of which is attached hereto.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

City of Sheboygan Community Development Block Grant Program

Citizen Participation Plan

A. Background: Community Development Block Grant {CDBG} Program

The Community Development Block Grant (CDBG) program was established by Congress in 1974 with the passage of the Housing and Community Development Act. The program provides funding for three (3) broad goals:

- 1) Decent housing;
- 2) A suitable living environment; and
- 3) Economic opportunities

These three (3) broad goals are primarily oriented to serve the needs of low and moderate income persons living within the city.

The city receives a regular annual allocation of CDBG funds from the U.S. Department of Housing and Urban Development (HUD). The CDBG funds are managed through the Consolidated Planning process, which identifies housing and community development needs, and identifies strategies to meet those needs. The process encourages citizens to participate in the Consolidated Planning process as outlined below.

B. Objectives

The Citizen Participation Plan provides for and encourages citizens to participate in the development of the Consolidated Plan, any substantial amendments to the Consolidated Plan, Annual Action Plans the performance report (CAPER) and the Fair Housing Plan. This Plan is designed to solicit views and recommendations from the community, organizations and other interested parties, encourage participation by low- and moderate-income persons, and to incorporate their views and recommendations in the decision-making process. Actions will be taken to encourage participation of all citizens, including minorities and non-English speaking persons, as well as persons with disabilities.

The City of Sheboygan encourages collaboration with the Sheboygan Housing Authority and the residents of public and assisted housing developments during the process of developing and implementing the Consolidated Plan, along with other low-income residents of targeted revitalization areas in which the developments are located.

C. Citizen Participation Plan

The City of Sheboygan has adopted this Citizen Participation Plan in compliance with Section 104 (a)(3) of the Housing and Community Development Act of 1974 as well as 24 CFR 91.105, the federal regulations governing public participation in the Consolidated Planning process.

Copies of the Citizen Participation Plan are available in the City Development Department and on the City website.

D. CDBG Policy and Administrative Oversight

The City of Sheboygan's Department of City Development and Finance Department will provide planning and administrative oversight of the CDBG funded activities. Policy oversights include, but are not limited to, the approval of all housing loans, economic development project participation, and other financial assistance.

E. Public Hearings

Two (2) public hearings will be held each Program Year to provide opportunities for public participation at different stages of the CDBG Program Year and planning process.

- 1) The Annual Action Plan - Needs Assessment Public Hearing is held to identify community development needs and programs. The city utilizes the feedback and comments from the public hearing in determining CDBG funding recommendations for the next year.
- 2) The Annual Action Plan - Adoption Public Hearing corresponds with the draft publication of the CDBG Annual Action Plan which outlines the proposed activities for the upcoming Program year. Following the hearing, the city will allow at least 30 days to receive citizen comments before submitting the Annual Action Plan to the U.S. Department of Housing and Urban Development.

Notices of public hearings are published in the local newspaper (Sheboygan Press), on the City of Sheboygan webpage, and various other media outlets.

F. Public Comment Periods

The Consolidated Annual Performance & Evaluation Report (CAPER) summarizes the activities undertaken the previous Program Year. A notice is published in the local newspaper notifying the public of the availability of the draft CAPER and inviting the public to provide comments which will be included in the submission of the final report. The city will allow at least 30 days to receive citizen comments from the date of publication of the Notice.

Notices of public comment periods are published in the local newspaper (Sheboygan Press), on the City of Sheboygan's web page, posted at a public area at City Hall, and various other media outlets.

G. Consolidated Plan-Public Hearing/Comment Period

Citizens are encouraged to participate in the public hearings and comment periods that occur as part of the development and adoption of the Five-Year Consolidated Plan for the CDBG Program. The development of the Consolidated Plan includes identification of long-term housing and community development related strategies. The draft of the Consolidated Plan will be available on the City of Sheboygan web page and in hard copy at the Department of City Development.

The development and adoption of the Five-Year Consolidated Plan will follow the requirements of Section E. Public Hearings (above).

H. Accessibility

All city residents, namely persons of low-and-moderate income, persons with disabilities, persons with limited English-speaking ability and persons of racial minority are encouraged to contribute input regarding CDBG-funded activities. No person shall be excluded from participation in the City of Sheboygan CDBG programs on the grounds of race, color, national origin/ancestry, sex, sexual orientation, disability, gender identity, age, religion, marital status, familial status, lawful sources of income, or domestic abuse, sexual assault and stalking victims.

To encourage equal access in participation for people with disabilities, all CDBG-related hearings and meetings are held at City Hall which is handicapped accessible. With advanced notice, the City will also provide interpreters for speaking and hearing-impaired people.

I. Access to Records & Technical Assistance

The Department of City Development shall provide citizens, agencies, and other interested parties with access to information and records related to the city's CDBG Program, including reports, policies, and CDBG funded activities for the last seven (7) years. A printed copy of the current Consolidated Plan, Annual Action Plan and CAPER will be available to the public in the Department of City Development, 828 Center Avenue, 2nd Floor, Sheboygan, WI 53081. Electronic versions of both reports will be available on the City's web page.

Staff shall provide technical assistance to organizations that serve low- and moderate-income people in developing their CDBG subrecipient applications. In addition, an organization that receives CDBG funding will receive technical assistance in the implementation and reporting of their activity to ensure compliance with HUD regulations.

All citizens and/or local agency representatives are encouraged to contact staff with questions about both program guidelines inquiries and general community developments in the City.

J. Amendments

The City will amend its approved Consolidated Plan whenever it makes one of the following decisions:

- To make a substantial amendment in allocation priorities or a substantial amendment to the method of distributing funds;
- To carry out an activity not previously described in the Action Plan, using funds from any program covered by the Consolidated Plan (including program income); or
- To substantially amend purpose, scope, location or beneficiary of an activity.
- To amend or revise the Citizen Participation Plan

Substantial amendment is defined as a change in a planned or actual activity proposed after the official adoption of the Consolidated Plan/Annual Action Plan that affects 10% or more of the City's current annual allocation of CDBG funds. Substantial amendments to the approved Consolidated Plan must be authorized by the Common Council and will be made public by postings and public notices in the newspaper. The city will receive and consider comments on the substantial amendment to the Consolidated Plan/Annual Action Plan for 30 days before implementing those amendments.

K. Anti-Displacement

It is the policy of the City of Sheboygan to minimize the displacement of individuals and businesses which may result from CDBG activities. In cases where displacement is absolutely necessary, relocation benefits will be paid in accord with the Uniform Relocation Act, other applicable federal regulations, and Chapter 32 of the Wisconsin State Statutes.

L. Objections to CDBG Documents

Citizens may provide comments regarding the Consolidated Plan, Annual Plan, substantial amendments, the Consolidated Annual Performance & Evaluation Report (CAPER) or other CDBG-related programming items at any time during the Program Year. Comments must include identification of unmet requirements and relevant supporting data and will be considered on the following grounds:

- 1) Stated needs and objectives are inconsistent with available and reliable data
- 2) Stated projects are inappropriate for meeting needs and approved objectives

3) Consolidated Plan elements do not comply with federal regulations for the CDBG Program

Comments must be submitted by email or in written form to the Department of City Development, 828 Center Avenue, 2nd Floor, Sheboygan, WI 53081. Upon receipt, the Director of Planning and Development shall respond in writing, where practicable, within 15 days.

M. Complaints

Any participant of a specific CDBG funded activity or program may file a complaint in writing with the Director of Planning and Development within 30 days of the action that gave rise to the complaint. The complaint should include the basis for which the participant believes that an action is not in compliance with CDBG regulations and/or the City's CDBG Program policies and guidelines. The Director of Planning and Development shall respond, where practicable, within 15 days. Upon receiving the response of the Director of Planning and Development, the program participant may request the city to review the matter. The program participant must submit the request by email or in writing within 30 days of the date of the response and the matter will be brought before the city at the next available meeting.

**CITY OF SHEBOYGAN
RESOLUTION 144-24-25
DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE**

BY ALDERPERSONS MITCHELL AND PERRELLA.

DECEMBER 23, 2024.

A RESOLUTION authorizing Kristen Fish-Peterson of Redevelopment Resources, LLC to act on behalf of the Mayor as a Certifying Officer for the issuance of environmental reviews related to the HUD Community Development Block Grant (CDBG) program.

WHEREAS, the Department of Planning and Development administers the city’s CDBG program and city staff complete environmental reviews as required by federal regulation; and

WHEREAS, every project receiving federal CDBG funds requires an environmental review to be completed; and

WHEREAS, HUD allows the common Council to authorize additional Certifying Officers for the signing of environmental reviews.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes Kristen Fish-Peterson of Redevelopment Resources, LLC to have the authority of the Certifying Officer as it relates to environmental reviews.

BE IT FURTHER RESOLVED: That this authorization to act will terminate upon termination of the contractual relationship between the City of Sheboygan and Redevelopment Resources, LLC (copy of contract attached hereto).

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan



November 22, 2024

City of Sheboygan CDBG Advisory Services

THIS AGREEMENT made the 22nd day of November 2024, by and between Redevelopment Resources, LLC, hereafter called the Consultant, and the City of Sheboygan hereinafter called the Client.

Included in the scope of services would be all activities related to CDBG Advisory Services including:

- Review of existing files, spreadsheets, contracts, agreements, programs, and related documents
- Organize files
- Ensure subrecipients contracts are up to date
- Ensure City is meeting timeliness goals
- Review Consolidated Plan and Annual Action Plan to ensure deadlines are met
- Review CAPER to ensure items have been followed through
- Review Analysis of Impediments to Fair Housing Choice to see if it's up to date, and if not, get approval to complete this
- Conduct subrecipient monitoring if necessary
- Prepare for HUD monitoring visit
- Meet with HUD representatives to review programs, deadlines, timeliness and other items
- Other tasks as necessary

CONTRACT PRICE

The Client shall pay the Consultant for scope of services to be performed and deliverables, the rate of \$160/hour, to be billed monthly based on hours worked. Expenses to be billed at cost, including mileage.

FEES & EXPENSES

- A. **Fees:** In consideration for performance of the services specified above, the Client shall pay Consultant as invoiced for progress toward work completed. Such payment shall be due and payable within 30 days of the invoice date. Consultant will visit the community as necessary to carry out the scope of services. Consultant will be reimbursed for mileage at the current IRS mileage reimbursement rate. Other expenses will be billed at cost.

TERM

The term of this contract shall begin on December 9, 2024, and end when work is completed. The Client and Consultant shall periodically review the performance of the terms of the contract and agree upon objectives. Any additional services contracted will be addressed with a separate agreement for services. No such services shall be rendered, and no additional expenses or costs shall be incurred without the prior written approval of client as evidenced by the separate agreement.

CONTRACT MODIFICATION, TERMINATION AND TRANSFER

- A. **Modifications:** This Contract may be modified by mutual written agreement of both parties.

Redevelopment Resources, LLC
 P. O. Box 14357, 722 Traveler Lane, Madison, WI 53718
 715-581-1452 www.redevelopment-resources.com



November 22, 2024

- B. **Termination:** This Contract may be terminated by either party, with or without cause, by written notification from either party to the other at least 30 days prior to the intended termination date. Should this occur, the Client shall be required to pay Consultant for any work completed to that point. If Client terminates this contract due to contractor's default, after notice has been given and an opportunity to cure provided, then no further payments shall be due under this contract.

INDEMNIFICATION

Consultant agrees to indemnify and hold harmless Client and its officers and employees from any liability, claims, suits or causes of action arising out of the provision of management services under this Agreement attributable to the negligence of the Consultant or Consultant's officers, employees, or agents. Said indemnification shall include payment of all damages, costs, and attorney's fees. Nothing contained within this agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wis. Stat. ss. 345.05 and 893.80. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.

NON-EXCLUSIVE SERVICES

The Client acknowledges that the services of Consultant rendered under this contract are non-exclusive and Consultant's fee has been established on that basis. During the term of this contract the Consultant shall be free to render services, similar or dissimilar to the services rendered hereunder to third parties, provided that the services rendered by Consultant to third parties do not directly compete with the services which Consultant is performing for the Client and further provided that the rendering of services to the third parties does not compromise Consultant's business and ethical obligations to the Client.

KEY PERSONS

The Client hereby designates the City Administrator for Sheboygan as official contact person and liaison with Consultant in all matters relating to the contract. It is understood by both parties to this contract that all official communications, directions, and assignments shall come from or be authorized by the above-mentioned officers. Kristen Fish-Peterson, Managing Partner of Redevelopment Resources, shall be the primary contact for Redevelopment Resources.

GENERAL PROVISIONS

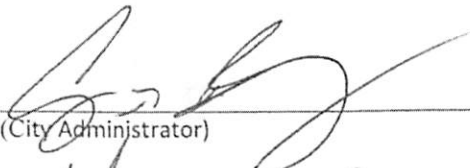
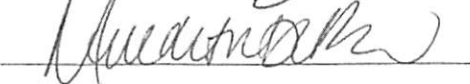
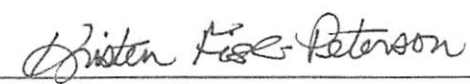
1. This Agreement will be the entire agreement, and only agreement between the Client and Consultant, and shall supersede any previous agreements between the Client and Consultant. Any changes to this agreement will be invalid unless signed and dated by both an authorized officer of the Client and Consultant and attached and made part of this agreement.
2. If any term or provision of this agreement or applicable part hereto shall be void, illegal or unenforceable, the validity of the remaining terms or provisions shall not be affected thereby. Furthermore, the failure of either party to enforce any of the provisions of this agreement in any interest will not be construed as a waiver of its right to enforce such provision either currently or in the future.

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November 22, 2024

- 3. This agreement shall be subject to, interpreted under, and enforceable according to the laws of the State of Wisconsin. Any judicial action arising directly or indirectly from this agreement shall have its venue in the Courts of the State of Wisconsin, and in the County of Sheboygan.
- 4. Consultant will add Client as an "Additional Insured" to Consultant's Professional Liability Insurance Policy for the duration of the contract.

	12/02/24
(City Administrator)	Date
	12/03/24
(City Clerk)	Date
	12/04/2024
Redevelopment Resources	Date