



TWENTY-FIRST REGULAR COMMON COUNCIL MEETING AGENDA

February 03, 2025 at 6:00 PM

City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI

"Do what is right, not what is easy" - Unknown

This meeting may be viewed LIVE on Charter Spectrum Channel 990, AT&T U-Verse Channel 99 and: www.wscssheboygan.com/vod.

Notice of the 21st Regular Meeting of the 2024-2025 Common Council at 6:00 PM, MONDAY, February 3, 2025, in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Roll Call

Aldersperson Felde may attend meeting remotely

2. Pledge of Allegiance

3. Approval of Minutes

Twentieth Regular Council Meeting held on January 20, 2025

4. Resignation

Kyle Kaboord from the Board of License Examiners

5. Mayoral Appointments

Craig Seider (Full position), Samuel Payne (Full position), Craig Wakefield (1st Alternate), John Gilipsky (2nd Alternate) to the Board of License Examiners

6. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda.

7. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

HEARINGS

- 8.** Hearing No. 13-24-25 pursuant to a notice published by the City Clerk, this hearing is to allow interested parties to be heard relative to a proposed amendment to the City of Sheboygan's Zoning Ordinance. The purpose of the amendment is to eliminate the Architectural Review Board and give those powers to the Plan Commission.

CONSENT

- 9. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**
- 10.** R. O. No. 105-24-25 by Board of Water Commissioners submitting the report on the Water Utility for the fourth quarter of 2024.
- 11.** R. C. No. 206-24-25 by Finance and Personnel Committee to whom was referred Res. No. 150-24-25 by Alderpersons Mitchell and Perrella supporting the partial release of judgment liens filed on behalf of the City against property owned by the Estate of Rae R. Pape; recommends adopting the Resolution.
- 12.** R. C. No. 207-24-25 by Public Works Committee to whom was referred Res. No. 149-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract with Kaschak Roofing, Inc. for roof replacement at the City of Sheboygan Municipal Service Building; recommends adopting the Resolution.
- 13.** R. C. No. 209-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 101-24-25 by Fire Chief Eric Montellano pursuant to section 24-459 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Fire Department, for the period commencing October 1, 2024 and ending December 31, 2024; recommends filing the report.
- 14.** R. C. No. 210-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Direct Referral R. O. No. 104-24-25 Police Chief Kurt Zempel pursuant to section 30-50 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the police department for the period commencing October 1, 2024 and ending December 31, 2024; recommends filing the report.
- 15.** R. C. No. 212-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred pursuant to R. O. No. 102-24-25 by City Clerk submitting various license applications; recommends granting the License applications Nos. 3709 and 3553 and the Change of agent for CVS Pharmacy.

REPORT OF OFFICERS

- 16.** R. O. No. 111-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 34-24-25 by Alderperson Belanger amending section 105-1006 of the Sheboygan Municipal Code so as to remove responsibility for the Housing Rehabilitation Load Program from the Historic Preservation Commission; recommends adopting the Ordinance.
- 17.** R. O. No. 109-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 32-24-25 by Alderperson Belanger and R. O. No. 100-24-25 by City Clerk submitting an application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. Commerce Street – Parcel No. 59281501550 from Class Urban Commercial to Class Urban Industrial Classification; recommends filing the R. O. and adopting the Ordinance. LAYS OVER
- 18.** R. O. No. 110-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 31-24-25 by Alderperson Belanger and R. O. No. 99-24-25 by City Clerk submitting an application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. Commerce Street – Parcel No. 59281501600 from Class Urban Commercial to Class Urban Industrial Classification; recommends filing the R. O. and adopting the Ordinance. LAYS OVER
- 19.** R. O. No. 108-24-25 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

- [20.](#) R. O. No. 106-24-25 by City Clerk submitting an application for amendment of the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930 from Class Urban Residential (UR-12) to Urban Residential (UR-12) with PUD Overlay Classification. REFER TO CITY PLAN COMMISSION
- [21.](#) R. O. No. 107-24-25 by City Clerk submitting a Notice of Circumstances in the matter of Nathan Jackson, by his attorneys, Sperling Law offices LLC. REFER TO FINANCE AND PERSONNEL COMMITTEE

RESOLUTIONS

- [22.](#) Res. No. 154-24-25 by Alderpersons Dekker and Ramey authorizing the Harbor Centre Marina Harbormaster to establish and manage a Rewards Program. REFER TO PUBLIC WORKS COMMITTEE
- [23.](#) Res. No. 155-24-25 by Alderpersons Dekker and Ramey authorizing the Department of Public Works to donate a Peace Tree sign to the Sheboygan County Museum. REFER TO PUBLIC WORKS COMMITTEE
- [24.](#) Res. No. 156-24-25 by Alderpersons Dekker and Ramey approving an Evergreen Park Trail Assessment and Trail Improvement Concept Plan. REFER TO PUBLIC WORKS COMMITTEE
- [25.](#) Res. No. 158-24-25 by Alderpersons Dekker and Ramey authorizing Lakeshore Child Advocacy Center to sublease a portion of their office space within Uptown Social senior community center located at 1817 N. 8th Street, Sheboygan, to CASA Sheboygan. REFER TO PUBLIC WORKS COMMITTEE
- [26.](#) Res. No. 157-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [27.](#) Res. No. 160-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to enter into an Agreement with Lexipol, LLC for training and policy materials. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [28.](#) Res. No. 159-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to execute a Waiver of Right to Claim Damages and a Liability Release document in order to allow fire personnel access to an SBA Communications Corporation tower for training purposes. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

REPORT OF COMMITTEES

- [29.](#) R. C. No. 208-24-25 by Public Works Committee to whom was referred Res. No. 152-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract for a comprehensive structural and mechanical condition analysis of most city-owned buildings to aid in future maintenance and proactive future budget planning; recommends adopting the Resolution.
- [30.](#) R. C. No. 211-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 33-24-25 by Alderpersons Rust and La Fave amending Section 2-581 of the Sheboygan Municipal Code regarding residency requirements to delete the reference to the Architectural Review Board; recommends adopting the Ordinance.

GENERAL ORDINANCES

- [31.](#) Gen. Ord. No. 35-24-25 by Alderpersons Mitchell and Perrella amending the Sheboygan Municipal Code so as to move Housing Rehabilitation Loan Program responsibilities to the Finance and Personnel Committee. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [32.](#) Gen. Ord. No. 36-24-25 by Alderperson Belanger amending Section 101-19 of the Sheboygan Municipal Code to add a person with architectural experience to the Plan Commission. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [33.](#) Gen. Ord. No. 37-24-25 by Alderperson Belanger amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930 from Class Urban Residential (UR-12) to Urban Residential (UR-12) with PUD Overlay Classification. REFER TO CITY PLAN COMMISSION
- [34.](#) Gen. Ord. No. 38-24-25 by Alderpersons Rust and La Fave amending several sections of Article 14-VIII of the Sheboygan Municipal Code regarding Landscaping and Tree Removal Services so as to change the licensing process. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

MATTERS LAID OVER

- [35.](#) R. O. No. 103-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 30-24-25 by Alderperson Belanger amending several sections of Chapter 105 of the Sheboygan Municipal Code so as to eliminate the Architectural Review Board and giving those powers to the Plan Commission; recommends adopting the Ordinance. RECEIVE THE R. O. AND ADOPT THE ORDINANCE

OTHER MATTERS AUTHORIZED BY LAW

CLOSED SESSION

- [36.](#) Motion to convene in closed session under the exemption provided in Sec. 19.85(1)(g), for conferring with legal counsel who is rendering oral advice concerning strategy to be adopted by the common council with respect to litigation in which it is involved related to a potential settlement in the matter of Vicky Schneider v. City of Sheboygan.
AND
Motion to convene in closed session under the exemption provided in Sec. 19.85(1)(c), for considering employment, compensation, or performance evaluation date of a public employee over which the governmental body exercises responsibility, to wit: annual city administrator evaluation.

RECONVENE IN OPEN SESSION

- [37.](#) Motion to reconvene in open session for discussion and possible action relating to open session.
- [38.](#) Res. No. 153-24-25 by Alderpersons Dekker and Rust authorizing execution of a Settlement Agreement and Release in Case No. 24-cv-049, *Vicky A. Schneider v. City of Sheboygan*.

ADJOURN MEETING

- [39.](#) 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*

TWENTIETH REGULAR COMMON COUNCIL MEETING MINUTES

Monday, January 20, 2025

OPENING OF MEETING

1. Roll Call

Alders present: Belanger, Dekker, Felde (remote – did not vote), Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 9.

Alderperson excused: Ramey – 1.

2. Pledge of Allegiance

3. Approval of Minutes

Nineteenth Regular Council Meeting held on January 6, 2025.

MOTION TO APPROVE

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

4. Resignation

Andy Hopp from the Board of License Examiners effective immediately.

MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

5. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda. No one spoke.

6. Swearing-In

Police Chief - Kurt Zempel

7. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

8. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

- 9. R. C. No. 201-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 80 24-25 by City Clerk submitting a Notice of Claim from Holden & Hahn, S.C. regarding Dave's Who's Inn; recommends filing the document.

MOTION TO RECEIVE THE R. C. AND FILE THE DOCUMENT

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

- 10. R. C. No. 204-24-25 by Public Works Committee to whom was referred Gen. Ord. No. 28-24-25 by Alderpersons Dekker and Ramey establishing new winter parking restrictions on North 36th Street between Bonnie Court and Main Avenue; recommends adopting the Ordinance.

MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

- 11. R. C. No. 202-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 91-24-25 by City Clerk submitting various license applications; recommends approving application no. 3696 (Club Leon) with warning.

MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATION WITH WARNING

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

- 12. R. C. No. 205-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 95-24-25 by City Clerk submitting a license application; recommends approving the application.

MOTION TO RECEIVE THE R. C. AND GRANT THE LICENSE

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Rust – 8.

REPORT OF OFFICERS

- 13. R. O. No. 103-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 30-24-25 by Alderperson Belanger amending several sections of Chapter 105 of the Sheboygan Municipal Code so as to eliminate the Architectural Review Board and giving those powers to the Plan Commission; recommends adopting the Ordinance. LAYS OVER
- 14. R. O. No. 99-24-25 by City Clerk submitting an application for amendment of the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance for property located on N. Commerce Street - Parcel No. 59281501600 from Class Urban Commercial to Class Urban Industrial Classification. REFER TO CITY PLAN COMMISSION
- 15. R. O. No. 100-24-25 by City Clerk submitting an application for amendment of the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance for property located on N.

Commerce Street - Parcel No. 59281501550 from Class Urban Commercial to Class Urban Industrial Classification. REFER TO CITY PLAN COMMISSION

- 16. R. O. No. 101-24-25 by Fire Chief Eric Montellano pursuant to section 24-459 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Fire Department, for the period commencing October 1, 2024 and ending December 31, 2024. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 17. R. O. No. 102-24-25 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

- 18. Res. No. 153-24-25 by Alderpersons Dekker and Rust authorizing execution of a Settlement Agreement and Release in Case No. 24-cv-049, *Vicky A. Schneider v. City of Sheboygan*.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Before action was taken,

MOTION TO INCLUDE THE DOCUMENT IN A CLOSED SESSION

Motion made by Belanger, Seconded by Heidemann

Voting Yea: Belanger, Heidemann, La Fave, Mitchell, Perrella, Peterson – 6.

Voting Nay: Dekker and Rust – 2.

- 19. Res. No. 149-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract with Kaschak Roofing, Inc. for roof replacement at the City of Sheboygan Municipal Service Building. REFER TO PUBLIC WORKS COMMITTEE
- 20. Res. No. 152-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract for a comprehensive structural and mechanical condition analysis of most city-owned buildings to aid in future maintenance and proactive future budget planning. REFER TO PUBLIC WORKS COMMITTEE
- 21. Res. No. 151-24-25 by Alderpersons Dekker, Rust, and Mitchell authorizing the appropriate City officials to execute the Contract for Professional Services Between the Bay-Lake Regional Planning commission and the City of Sheboygan, Shoreline Metro regarding preparation of a 2026-2030 Transit Development Program (TDP) Update. REFER TO TRANSIT COMMISSION
- 22. Res. No. 150-24-25 by Alderpersons Mitchell and Perrella supporting the partial release of judgment liens filed on behalf of the City against property owned by the Estate of Rae R. Pape. REFER TO FINANCE AND PERSONNEL COMMITTEE

REPORT OF COMMITTEES

- 23. R. C. No. 203-24-25 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 148-24-25 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute the Amended and Restated Services Agreement between the City of Sheboygan and SolidaritUS Health Inc. regarding provision of an employer health clinic for 2025; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson,
Rust – 8.

GENERAL ORDINANCES

24. Gen. Ord. No. 31-24-25 by Alderperson Belanger amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. Commerce Street – Parcel No. 59281501600 from Class Urban Commercial to Class Urban Industrial Classification. REFER TO CITY PLAN COMMISSION
25. Gen. Ord. No. 32-24-25 by Alderperson Belanger amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. Commerce Street – Parcel No. 59281501550 from Class Urban Commercial to Class Urban Industrial Classification. REFER TO CITY PLAN COMMISSION
26. Gen. Ord. No. 33-24-25 by Alderpersons Rust and La Fave amending Section 2-581 of the Sheboygan Municipal Code regarding residency requirements to delete the reference to the Architectural Review Board. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
27. Gen. Ord. No. 34-24-25 by Alderperson Belanger amending section 105-1006 of the Sheboygan Municipal Code so as to remove responsibility for the Housing Rehabilitation Load Program from the Historic Preservation Commission. REFER TO PLAN COMMISSION

OTHER MATTERS AUTHORIZED BY LAW – None.

ADJOURN MEETING

28. Motion to Adjourn

MOTION TO ADJOURN AT 6:27 PM

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson,
Rust – 8.

February 3, 2025

Resignation

Kyle Kaboord from the Board of License Examiners effective immediately.



January 27th 2024

TO THE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Craig Seider to be considered for appointment to the Board of License Examiners (full position)
- Samuel Payne to be considered for appointment to the Board of License Examiners (full position)
- Craig Wakefield to be considered for appointment to the Board of License Examiners (1st Alternate)
- John Gilipsky to be considered for appointment to the Board of License Examiners (2nd Alternate)

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

**CITY OF SHEBOYGAN
HEARING 13-24-25**

FEBRUARY 3, 2025.

Pursuant to a notice published by the City Clerk, this hearing is to allow interested parties to be heard relative to a proposed amendment to the City of Sheboygan's Zoning Ordinance. The purpose of the amendment is to eliminate the Architectural Review Board and give those powers to the Plan Commission

All interested parties will now be heard.

**NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE CITY OF SHEBOYGAN ZONING
ORDINANCE:**

Notice is hereby given that a public hearing will be held at 6:00 P.M., February 3, 2025 in City Hall, 3rd Floor Council Chambers, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Zoning Ordinance. The purpose of the amendment is to eliminate the Architectural Review Board and give those powers to the Plan Commission

MEREDITH DEBRUIN
City Clerk



Re: please publish on Friday, January 17th and 24th

From DeBruin, Meredith <Meredith.DeBruin@sheboyganwi.gov>

Date Thu 1/2/2025 3:28 PM

To grsc-west-legals@gannett.com <grsc-west-legals@gannett.com>

 1 attachment (28 KB)

Notice - Zone Ord. to eliminate ARB.doc;

please publish on Friday, January 17th and 24th.

Account #60409220

Invoice under: Clerks

Meredith DeBruin, WCMC

City Clerk

City of Sheboygan

828 Center Avenue

Sheboygan, WI 53081

(920) 459-3364

meredith.debruin@sheboyganwi.gov



Account Number:	1012694
Customer Name:	Sheb, City Of,Legal Acct
Customer Address:	Sheb, City Of,Legal Acct 828 Center AVE # 110 Accounts Payable Sheboygan WI 53081-4442
Contact Name:	ACCT SHEB, CITY OF,LEGAL
Contact Phone:	
Contact Email:	
PO Number:	February 3, 2025

Date:	01/02/2025
Order Number:	10915850
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	19.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
SHE Sheboygan Press	2	01/17/2025 - 01/24/2025	Govt Public Notices
SHE sheboyganpress.com	2	01/17/2025 - 01/24/2025	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$28.17
Tax Amount	\$0.00
Service Fee 3.99%	\$1.12
Cash/Check/ACH Discount	-\$1.12
Payment Amount by Cash/Check/ACH	\$28.17
Payment Amount by Credit Card	\$29.29

Order Confirmation Amount	\$28.17
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**NOTICE OF PUBLIC HEARING ON
AMENDMENT TO THE CITY OF
SHEBOYGAN ZONING ORDINANCE:**

Notice is hereby given that a public hearing will be held at 6:00 P.M., February 3, 2025 in City Hall, 3rd Floor Council Chambers, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Zoning Ordinance. The purpose of the amendment is to eliminate the Architectural Review Board and give those powers to the Plan Commission

MEREDITH DEBRUIN

City Clerk

RUN: January 17, 24, 2025

WNAXLP

**CITY OF SHEBOYGAN
R. O. 105-24-25**

BY BOARD OF WATER COMMISSIONERS.

FEBRUARY 3, 2025.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the fourth quarter of 2024.

The water pumpage decreased 1.78% from the same period in 2023. 1,021,123,000 gallons were pumped in the fourth quarter 2024, compared to 1,039,681,000 in 2023.

The 2024 audited balance sheet and income statement will be submitted separately in April 2025 upon completion of the final audit.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the fourth quarter of 2024:

Number of feet of 4 inch water main installed	0.0
Number of feet of 6 inch hydrant lead installed	0.0
Number of feet of 6 inch water main installed	0.0
Number of feet of 8 inch water main installed	0.0
Number of feet of 10 inch water main installed	0.0
Number of feet of 12 inch water main installed	0.0
Number of feet of 16 inch water main installed	0.0
Number of feet of 20 inch water main installed	0.0
Number of feet of 24 inch water main installed	0.0
Number of feet of water main abandoned or removed.....	0.0
Number of water main breaks repaired	5
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made....	2
Number of water main valves installed, repaired, removed, or replaced	1
Number of water service connections installed	14

Details are shown on the attached spreadsheets.

Other Utility Business:

The Utility began preparations to replace media and caps in filters #1 and #2 as part of its ongoing filter rehabilitation project. This work will be completed early in 2025. Filters #7,8, and 9 are planned for complete reconstruction later in 2025/2026 along with filter roofing repairs.

The Utility continued working with WDNR on final plans for a water main river crossing near the Garton Toy Factory site. Construction of the 12" crossing is anticipated for later in 2025.

The Utility completed replacement of 250 lead service lines in 2024 and also spent considerable time in resolving funding issues due to program changes at WDNR.

The new intake facility continued to perform well, with an approximate 30% reduction in aluminum sulphate usage throughout the year due to improved raw water quality provided by the longer and deeper intake pipeline.

The Utility completed mandatory USEPA notification of properties served by private lead service lines.

Attachments - Distribution System Quarterly Report
High Lift Delivery Operations Quarterly Report

HIGH LIFT DELIVERY QUARTERLY REPORT 2024				
I. FIRST QUARTER		Jan - Feb - Mar		
		GALLONS	COST \$	\$/MG
	2023	1,028,642,000	\$290,526.13	\$282.44
	2024	995,348,000	\$277,403.58	\$278.70
	Percent Difference	-3.24%	-4.52%	-1.32%
II. SECOND QUARTER		Apr - May - Jun		
		GALLONS	COST \$	\$/MG
	2023	1,136,726,000	\$286,793.50	\$252.30
	2024	1,056,461,000	\$255,333.07	\$241.69
	Percent Difference	-7.06%	-10.97%	-4.21%
III. THIRD QUARTER		Jul - Aug - Sep		
		GALLONS	COST \$	\$/MG
	2023	1,240,280,000	\$306,280.54	\$246.94
	2024	1,181,589,000	\$298,727.24	\$252.82
	Percent Difference	-4.73%	-2.47%	2.38%
IV. FOURTH QUARTER		Oct - Nov - Dec		
		GALLONS	COST \$	\$/MG
	2023	1,039,681,000	\$274,137.72	\$263.67
	2024	1,021,123,000	\$241,257.98	\$236.27
	Percent Difference	-1.78%	-11.99%	-10.39%
YEAR TO DATE : 2024				
		GALLONS	COST \$	\$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2023	4,445,329,000	\$1,157,737.89	\$260.44
	2024	4,254,521,000	\$1,072,721.87	\$252.14
	Percent Difference	-4.29%	-7.34%	-3.19%
YEAR TO DATE : 2024				
SLUDGE DISPOSAL to WWTP		GALLONS	COST \$	
	2023	4,838,061	\$62,503.75	
	2024	3,076,074	\$27,281.90	
	Percent Difference	-36.42%	-56.35%	
STORM WATER CHARGES	2024	NA	\$0.00	
HIGH LIFT SYSTEM DELIVERY :				
	Maximum Pumpage Day	15,752,000	August 26, 2024	
	Minimum Pumpage Day	7,133,000	December 25, 2024	

	MG	\$	\$/MG
2023	4,445,329,000	\$1,157,737.89	\$260.44
2024	4,254,521,000	\$1,072,721.87	\$252.14

NOTE: Monthly sludge disposal costs do not reflect the current actual monthly sludge discharge total to date. Filtrate discharges from Spring/Fall sludge disposal operations are included in 2024 treatment plant sludge disposal costs. Spring/Fall basin sludge/residual solids volumes and disposal costs are contract work. Sludge disposal costs are not included in \$/MG.



Distribution System -- 4th Quarter - October, November, and December 2024

Street Valves and Hydrant Valves Installed (including water main projects and others)

Location	Date Installed	Size ("), Jt	Installed By	Type
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Total Valves Installed = 0

Street Valves and Hydrant Valves Removed

Location	Installed	Abandoned	Type
----------	-----------	-----------	------

Total Valves Removed = 0

Street Valves and Hydrant Valves Abandoned

Location	Installed	Abandoned
----------	-----------	-----------

Total Valves Abandoned = 0

Street Valves and Hydrant Valves Maintained

Location	Maintained	Size	By
----------	------------	------	----

Total Valves Maintained = 0

Hydrants Installed (including water main projects and others)

Location	Installed	Tr Size	Valve	By
S. 15th St. at Oakland Ave.	11/7/2024		No	SWU

Total Hydrants Installed = 1

Hydrants Removed (including water main projects and others)

Location	Installed	Removed	Hyd Valve?
S. 15th St. at Oakland Ave.	11/7/2024	12/29/1899	No

Total Hydrants Removed = 1

Hydrants Abandoned (including water main projects and others)

Location	Installed	Abandoned	Tr Size	Hyd Valve?
----------	-----------	-----------	---------	------------

Total Hydrants Abandoned = 0

Hydrants Maintained/Moved (including water main projects and others)

Location	Installed	Maintained
----------	-----------	------------

Total Hydrants Maintained/Moved = 0

Water Main Breaks

Location	Date	Size
72 Park Ave.	12/23/2024	6"
2531 S 18th St.	12/17/2024	12"
2418 Wedemeyer St.	12/13/2024	6"
1415 S 16th St.	11/28/2024	6"
2519 S. Business Dr.	10/14/2024	12"

Number of Water Main Breaks=5



SUMMARY

Number of feet of 4 inch water main installed	0.0	water main
Number of feet of 6 inch hydrant lead installed	0.0	
Number of feet of 6 inch water main installed	0.0	
Number of feet of 8 inch water main installed	0.0	
Number of feet of 12 inch water main installed	0.0	
Number of feet of 16 inch water main installed	0.0	
Number of feet of 20 inch water main installed	0.0	
Number of feet of 24 inch water main installed	0.0	
Number of feet of water main abandoned or removed	0.0	
Number of water main breaks repaired	5	
Number of hydrants installed	1	hydrants
Number of hydrants removed or abandoned	1	
Number of hydrants maintained or moved	0	
Number of street valves installed	0	valves
Number of hydrant valves installed	0	
Number of street valves removed or abandoned	0	
Number of hydrant valves removed or abandoned	0	
Number of valves maintained	1	
Number of water connections installed	14	

**CITY OF SHEBOYGAN
R. C. 206-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

FEBRUARY 3, 2025.

Your Committee to whom was referred Res. No. 150-24-25 by Alderpersons Mitchell and Perrella supporting the partial release of judgment liens filed on behalf of the City against property owned by the Estate of Rae R. Pape; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

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 150-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

JANUARY 20, 2025.

A RESOLUTION supporting the partial release of judgment liens filed on behalf of the City against property owned by the Estate of Rae R. Pape.

WHEREAS, the Estate of Rae R. Pape owns a property within the City of Sheboygan which has been the subject of various code enforcement actions along with several other properties; and

WHEREAS, \$159,038.00 in judgment liens were filed with the Sheboygan County Clerk of Court for nonpayment of municipal citation forfeitures related to code enforcement activities; and

WHEREAS, as the result of the liens, the City has been able to collect a portion of the amount owed, resulting in a balance of \$124,100.28; and

WHEREAS, the Estate of Rae R. Pape has entered into a purchase and sale agreement with a buyer who wishes to invest in the property at 1425 North 15th Street in Sheboygan, bring it up to code, and make it available as a living space; and

WHEREAS, as part of the sale, the City would be paid all of the proceeds of the sale except \$20,000; such funds will allow the estate to proceed with attempts to rehabilitate the remaining properties it owns in the City; and

WHEREAS, in exchange for such payment to the City and to allow the rehab of the property, the City is being requested to release its liens solely as to the North 15th Street property. All remaining properties shall be subject to the lien; and

WHEREAS, if the Common Council approves this resolution, this matter will proceed to municipal court, which must also agree with the release in judgment.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council declares its support to release its lien solely as to the property at 1425 North 15th Street upon payment of the proceeds of the sale of said property and asks that the City Attorney's Office draft a Motion and Proposed Order for the Sheboygan Area Municipal Court to consider to effectuate this goal.

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
R. C. 207-24-25**

BY PUBLIC WORKS COMMITTEE.

FEBRUARY 3, 2025.

Your Committee to whom was referred Res. No. 149-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract with Kaschak Roofing, Inc. for roof replacement at the City of Sheboygan Municipal Service Building; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

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 149-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

JANUARY 20, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into contract with Kaschak Roofing, Inc. for roof replacement at the City of Sheboygan Municipal Service Building.

WHEREAS, the majority of the roof surfaces at the City of Sheboygan Municipal Service Building have reached the end of their expected useful life and are in need of replacement; and

WHEREAS, working with the City’s roofing consultant, Tremco, Inc., a set of plans and specifications was developed to encompass complete replacement of the roof surfaces and related equipment, as well as an engineers’ estimate of costs, which were used by the Public Works Department to develop a request for funding for the project in the 2025 Capital Improvements budget, which inclusion was approved by Council; and

WHEREAS, the City issued Request for Bids #2069-24 specifying the requirements for the project. Five bids were received and the lowest responsive and responsible bid, from Kaschak Roofing, Inc. of Milwaukee, Wisconsin, has been found to comply with all of the specifications.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into contract with Kaschak Roofing, Inc. of Milwaukee, Wisconsin for roof replacement in the amount of \$2,089,900.00.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds to cover the expenses associated with the above project from the following account:

Acct. No. 400300-631200 (Capital Projects – Public Works - Building Improvements)

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 KASCHAK ROOFING INC.
FOR THE REPLACEMENT OF ROOF SURFACES AND RELATED WORK AT THE
MUNICIPAL SERVICE BUILDING**

This Agreement (“Agreement”) is made and entered into effective this ___the day of _____, 2025 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Kaschak Roofing Inc.(“Contractor”).

WITNESSETH:

WHEREAS, the City is the owner of The Sheboygan Municipal Service Building in Sheboygan, WI; and

WHEREAS, the City wishes to replace and improve upon several roof surfaces on the building in order to maintain the building in a weather tight fashion; and

WHEREAS, the City wishes to have included in the work the provision and installation of new roofing materials and related elements as detailed in the City’s Request for Proposals and addenda to same included into this agreement as **Exhibit # 1, 1A and 1B** and 1C

WHEREAS, the Contractor has expressed an interest in the provision and installation of the work in its proposal to City and included here as **Exhibit # 2 AND 2A**

WHEREAS, the City has reviewed all of the proposals received and determined that the proposal submitted by the Contractor represents the lowest cost and 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, 1a through 1c & 2 and 2a related to the complete installation of the specified roof surfaces (“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 and the City will need to maintain appropriate building security at all times during the project.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon 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 Michael Willmas, Director of Building and Grounds and Erik Krumholtz, of Tremco Inc., the City's roofing consultant as co-representatives for purposes of this Agreement. If the City's Representative(s) deems it appropriate, the City's Representative(s) 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(s) or their designee observes any work performed by the Contractor to not be in conformity with the Agreement, the City's Representative(s) will report that to the Contractor. The City's Representative(s) 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 \$ 2,089,900.00. For the avoidance of doubt, additional work discovered to be necessary that is outside of the contract shall be invoiced at a rate of \$ 85.00 /Hour and materials shall be billed at cost plus 15%.

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
 Sheboygan, Wisconsin 53081
 Bernard.rammer@sheboyganwi.gov

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 (REQUIRED)

Contractor shall, within ten (10) days of the execution of this Agreement by the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor’s Performance Bond. Failure by Contractor to make necessary payments to suppliers or subcontractors may result in forfeiture of Contractor’s Payment Bond.

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

Article 7. Schedule

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

Contractor shall complete the services by **December 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 subcontractor, 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	Kaschak Roofing, Inc
City of Sheboygan	2301 West Purdue Street
828 Center Avenue	Milwaukee, WI 53209
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
7. The Performance and Payment Bonds
8. City Standard Terms and Conditions

(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

Kaschak Roofing Inc.

BY: _____
Ryan Sorenson, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

STANDARD TERMS AND CONDITIONS
(Request for Bids/Proposals/Contracts)
CITY OF SHEBOYGAN, WI

APPLICABILITY: The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the City of SHEBOYGAN acquires goods or services, or both.

ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.

DEFINITIONS: As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. City of Sheboygan shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation

QUALITY: Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

QUANTITIES: The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

DELIVERY: Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. City will reject shipments sent C.O.D. or freight collect.

PRICING: Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea. etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid evaluation and contract administration.

Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the City contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

CONFLICT OF INTEREST Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

ACCEPTANCE-REJECTION: City of SHEBOYGAN reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the City.

Submission of a proposal or a bid constitutes the making of an offer to contract and gives the City an option valid for 60 days after the date of submission to the City.

BID SUBMISSION: Bids **MUST** be dated and time stamped by the City on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the offices of the City is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

METHOD OF AWARD: Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the City on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

ORDERING/ACCEPTANCE: Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the City.

PAYMENT TERMS AND INVOICING: Unless otherwise agreed, City will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by City of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by City while any such default or breach shall exist shall in no way impair or prejudice the right of City with respect to recovery of damages or other remedy as a result of such breach or default.

TAXES: The City and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued a tax exempt number to the City of SHEBOYGAN.

The City is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The City is exempt from Wisconsin sales or use tax on these purchases. The City may be subject to other states taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Sheboygan County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulation which are in effect during the period of this contract and which in any manner affect the work or its conduct.

ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of the City of SHEBOYGAN.

NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats. not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, and training, including apprenticeships, rates of pay or other forms of compensation.

The vendor agrees to post in conspicuous places, available for employees and applicants for employment,

notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

FAILURE TO COMPLY with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

The vendor agrees to furnish all information and reports required by The City of SHEBOYGAN Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with City of SHEBOYGAN Ordinances., and the provisions of this Agreement.

ADA: Americans with Disabilities Act: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the City were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the City (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the City must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided herein.

INSURANCE RESPONSIBILITY: The successful vendor shall:

Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

Indemnify, hold harmless and defend City, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which City, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the City, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of City, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary.

City shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish City with a certificate of insurance listing City as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement.

The successful vendor shall furnish City, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal.

It is also agreed that on Claims-Made policies, either the successful vendor or City may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against City upon any matter herein indemnified against, City shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding

The City reserves the right to require higher or lower insurance limits where City deems necessary.

In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every sub vendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

CANCELLATION: City reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve City of its responsibility to pay for services or goods provided or furnished to City prior to the effective date of termination.

PUBLIC RECORDS ACCESS: It is the intention of the City to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the City of SHEBOYGAN City Hall Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., City will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, City shall be obligated to and will release the records.

Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the City.

Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. In any event, bid prices will not be held confidential after award of contract.

PROMOTIONAL ADVERTISING: Reference to or use of City of Sheboygan, any of its departments or sub-units, or any city official or employee for commercial promotion is prohibited without express written consent of the city.

ANTITRUST ASSIGNMENT: The vendor and the City recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the City of Sheboygan(purchaser). Therefore, the successful vendor hereby assigns to the City of Sheboygan any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

RECORDKEEPING AND RECORD RETENTION PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin statutes. All records must be kept in accordance with generally accepted accounting procedures. The City shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

RECORDKEEPING AND RECORD RETENTIONCOST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs; vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures.

The City shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

COMPLIANCE WITH FAIR LABOR STANDARDS.

During the term of this Agreement, PROVIDER shall report to the City, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the City may take such action.

REQUEST FOR BIDS CITY OF SHEBOYGAN 2069-24



MUNICIPAL SERVICE BUILDING ROOF REPLACEMENT

Publish in The Sheboygan Press Week of November 18th & 25th. 2024

**CITY OF SHEBOYGAN
REQUEST FOR BIDS # 2069-24
MUNICIPAL SERVICE BUILDING ROOF REPLACEMENT**

The City of Sheboygan is soliciting bids for the replacement of the roof at the City of Sheboygan Municipal Service Building, 2026 New Jersey Avenue, Sheboygan, WI 53081.

In order to be considered, Bids, on forms included with the bid documents must be received in sealed envelopes with 5% Bid Bond no later than 1:00 PM on December 13, 2024 to the City of Sheboygan, City Hall, 828 Center Ave, Room #110, Sheboygan, WI 53081

Interested parties may obtain specifications and bidding documents by contacting the purchasing agent at (920) 459-3469 or via email Bernard.rammer@sheboyganwi.gov.

The Project includes replacement of approximately 100,000 square feet of 30 year old Coal Tar Pitch Built Up Roofing with a new hot applied, asphalt built up roofing system.

A mandatory pre-bid conference will be held on Tuesday December 3, 2024 commencing at 10:00 AM in the main lobby of the Municipal Service Building. Potential bidders must have a representative in attendance in order for their bid to receive consideration.

All bidders must have on file a current Bidders Proof of Responsibility form not less than 5 days preceding the bid due date. Forms are included with the bid Bidders who have previously submitted this information can check the current status by contacting the Department of Public Works at (920) 459-3440. Bidders Proofs of responsibility are valid for one year from the date of approval.

Attention of bidders is also called to the fact that the successful bidder must insure that employees and applicants for employment are not discriminated against because of race, color, sex, religion or national origin.

All proposals received become the property of The City of Sheboygan and must remain in effect not less than sixty (60) days beyond the proposal submission deadline. Proposals submitted may be withdrawn up and until the proposal deadline.

The City of Sheboygan reserves the right to reject any proposals received, cancel this solicitation, waive any informality associated with the proposal process and award the contract deemed to be in the best interest of The City of Sheboygan.

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 *Section 076200 Sheet Metal Flashing / Trims / Metal Roofing

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Section #7 Roof Plans / Roof Construction Details

SECTION #1: NOTICE TO PROPOSERS

1.1 Summary:

The City of Sheboygan (“City”) is soliciting Bids from qualified vendors for the replacement of roofing systems at the Municipal Service Building located at 2026 New Jersey Avenue, Sheboygan, WI 53081. Vendors submitting Bids (“Bidders”) are required to read this Request for Bids (“RFB”) in its entirety and follow the instructions contained herein.

1.2 Important Dates:

Deliver Proposals no later than the due time and date indicated below. The City of Sheboygan will reject late Proposals:

Issue Date: November 15th, 2024

Questions Due: December 9th, 2024 – 12:00 PM

Bid Proposals Due: 1:00 pm on Friday, December 13th, 2024

1.3 Format:

Submit Sealed Bids to: CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081
Attention: Bernard Rammer Purchasing Agent

All proposals must be clearly labeled:

“Sealed Bid-Municipal Service Building Roof Replacement Project”

1.4 Appendix A: Standard Terms & Conditions

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. City of Sheboygan Standard Terms and Conditions are the minimum requirements for the submission of Proposals.

1.5 Multiple Proposals

Multiple Proposals (Alternates) from Proposers are permitted; however, **each bidder must fully conform to the requirements for submission and provide a proposal for the Base Bid.** Proposers must sequentially label (e.g., Alternate Proposal #1, #2 etc) and separately package each Proposal.

1.6 City of Sheboygan Contact Information

The City of Sheboygan Purchasing Agent:
Bernard Rammer
828 Center Avenue-Finance Dept.
Sheboygan WI 53081
(920)459-3469
Bernard.rammer@sheboyganwi.gov

1.7 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the RFB document without delay. Direct all questions, **in writing**, to the Purchasing Agent via U.S Mail or electronic mail.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City

will send addenda to all bidders of record– see 1.11 below.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to bid terms, conditions, specifications and dates stated within the bid package, however, the City of Sheboygan reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City’s best interests.

1.8 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will issue addenda to **all** bidders of record. It is the Proposers responsibility to **register their Email** address with the Purchasing Agent (Bernard.rammer@sheboyganwi.gov) in order to receive the addenda. Proposers must acknowledge the receipt of any addenda on Form B. Failure to register or retrieve addenda and include their provisions may result in disqualification. Addenda to be distributed will include any questions received and answers to same. Final Addenda will be issued on or before December 10th, 2024 by 10 AM.

1.9 Acceptance/Rejection of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City’s discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.9.1 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

1.10 Wage Rates

Prevailing Wage Rates are NOT required

1.11 Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a “trade secret” as defined in State of Wisconsin Statutes and identified as same by the Proposer may be held confidential.

Proposers shall clearly identify all information they deem to be “trade secrets,” as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and identified, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) “Trade secret” means information, including a formula, pattern, compilation, program, device, method,

technique or process to which all of the following:

The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

The information is the subject of efforts to maintain its secrecy that are ~~reasonable~~ under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Proposals from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all Proposals will be available for review in accordance with such laws.

1.11 Tax Exempt

The City of Sheboygan as a municipality is exempt from payment of federal excise taxes and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005599. A completed Wisconsin Department of Revenue Form S-211 can be furnished.

1.12 Proposers Responsibility

Proposers shall examine this RFB and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the resulting contract.

1.13 Subcontracting

The firm submitting a proposal should clearly identify information regarding any sub-contractors it intends to utilize in the performance of the contract.

1.14 Warranty / Payment & Performance Bond

Bidders should include a full explanation of the warranty associated with the equipment proposed. The information should also include manufacturer warranties as well as the warranty to cover defects in installation. It is required the successful bidder provide a 100% Payment / Performance Bond 10 days prior to the start of work.

2 *DESCRIPTION OF PRODUCTS*

Introduction

The City of Sheboygan is accepting proposals from qualified vendors for the replacement of 5 roof sections at the Municipal Service Building located at 2026 New Jersey Avenue in the Spring, of 2025 and to be completed no later than November 1st of 2025.

2.1 Goals

The goal of this solicitation and any subsequent agreement is to enter into contract with a firm experienced and qualified in the replacement of commercial building roofing systems and related work.

2.2 Term

The term of the contract between the parties will begin upon contract execution and conclude upon final acceptance excluding any warranty periods.

2.3 Initial Inspection

The City would anticipate that the work will begin in Spring of 2025 and conclude no later than late fall of 2025.

2.4 Subcontracting

The firm submitting a proposal should clearly identify information regarding any sub-contractors it intends to utilize in the performance of the contract.

2.6 Warranty

Bidders should include a full explanation of assurances to support the work to be performed Under the contract including the Manufacturer's Warranty.

2.7 Existing Environment

The Municipal Service Building is a large flat built up roofing system on 4 areas and 1 flat roof with PVC membrane.

1. SCOPE OF SERVICE

Replacement of the roofing systems and related in accordance within the plans and specifications provided within this document.

STANDARD TERMS AND CONDITIONS
(Request for Bids/Proposals/Contracts)
City of Sheboygan Purchasing

APPLICABILITY: The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the City of Sheboygan acquires goods or services, or both.

ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.

DEFINITIONS: As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. City of Sheboygan shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation

QUALITY: Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

QUANTITIES: The quantities shown on this request are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

DELIVERY: Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. City will reject shipments sent C.O.D. or freight collect.

PRICING: Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea. etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid evaluation and contract administration.

Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

CONFLICT OF INTEREST Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any city official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

ACCEPTANCE-REJECTION: City of Sheboygan reserves the right to accept or reject any or all bids, to waive any Technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the City. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the City an option valid for 60 days after the date of submission to the City.

BID SUBMISSION: Bids **MUST** be dated and time stamped by the Sheboygan City Purchasing Agent's Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing Agent is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

METHOD OF AWARD: Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the City on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

ORDERING/ACCEPTANCE: Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Sheboygan City Purchasing Division.

PAYMENT TERMS AND INVOICING: Unless otherwise agreed, City of Sheboygan County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by City of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by City while any such default or breach shall exist shall in no way impair or prejudice the right of City with respect to recovery of damages or other remedy as a result of such breach or default.

TAXES: The City and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued a tax-exempt number to the City of Sheboygan.

The City is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The City is exempt from Wisconsin sales or use tax on these purchases. The City may be subject to other states taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Sheboygan County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulation which are in effect during the period of this contract and which in any manner affect the work or its conduct.

ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of the City of Sheboygan.

NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 46 of the Sheboygan County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, and training, including apprenticeships, rates of pay or other forms of compensation.

The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

FAILURE TO COMPLY with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

The vendor agrees to furnish all information and reports required by the City of Sheboygan County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with City of Sheboygan Ordinances., and the provisions of this Agreement.

ADA: Americans with Disabilities Act: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the City were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the City (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such

articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the City must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided herein.

INSURANCE RESPONSIBILITY: The successful vendor shall:

Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

Indemnify, hold harmless and defend City, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which City, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the City, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of City, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary.

City shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish City with a certificate of insurance listing City as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement.

The successful vendor shall furnish City, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the City with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal.

It is also agreed that on Claims-Made policies, either the successful vendor or City may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against City upon any matter herein indemnified against, City shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

The City reserves the right to require higher or lower insurance limits where City deems necessary.

In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every sub vendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

CANCELLATION: City reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve City of its responsibility to pay for services or goods provided or furnished to City prior to the effective date of termination.

PUBLIC RECORDS ACCESS: It is the intention of the City to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Sheboygan City Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior

appointment is advisable.

PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., City will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, City shall be obligated to and will release the records.

Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the City.

Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. In any event, bid prices will not be held confidential after award of contract.

PROMOTIONAL ADVERTISING: Reference to or use of The City of Sheboygan, any of its departments or sub-units, or any city official or employee for commercial promotion is prohibited without express written consent of the city.

ANTITRUST ASSIGNMENT: The vendor and the City of Sheboygan recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the City of Sheboygan (purchaser). Therefore, the successful vendor hereby assigns to the City of Sheboygan any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

RECORDKEEPING AND RECORD RETENTIONPUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale when applicable and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, material men and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The City shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

RECORDKEEPING AND RECORD RETENTIONCOST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs; vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The City contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

COMPLIANCE WITH FAIR LABOR STANDARDS.

During the term of this Agreement, PROVIDER shall report to the City Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the City may take such action.

Form A: Signature and Non-Collusion Affidavit

RFB: MUNICIPAL SERVICE BUILDING ROOF

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
RFB: MUNICIPAL SERVICE BUILDING ROOF

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	

COMPANY NAME

SIGNATURE

Form C: Vendor Profile
RFB: MUNICIPAL SERVICE BUILDING ROOF

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: MUNICIPAL SERVICE BUILDING ROOF

This form must be returned with your response.

We propose to provide all travel, labor, materials tool, equipment for the replacement of the Municipal Service Building roof sections #2, #3, #4, #5 and #6 and related systems in accordance with the plans and specifications.

BASE BID: \$ _____

TIME AND MATERIALS RATES FOR WORK UNFORESEEN:

ROOFING HOURLY RATE: \$ _____ / HOUR

MARK UP OF MATERIALS / SUB-CONTRACTORS: _____ %

We Acknowledge Receipt of the following Addenda

#1 DATED _____

#2 DATED _____

#3 DATED _____

Further, based upon current lead times and schedules in effect at the time of this writing we would anticipate commencement of the project on or about _____, ____ 2025.

COMPANY NAME

SIGNATURE

DATE

END OF COST PROPOSAL FORM

Form E: References

RFB: MUNICIPAL SERVICE BUILDING ROOF

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			

General Scope of Work:

Municipal Service Building - Roof Sections #2, #3, #4, #5, and #6:

1. Remove the existing gravel surfaced, built up roof membrane or PVC single ply membrane to expose the existing layers of insulation. Remove all insulation 8' x 8' around each existing drain area and proposed drain area to expose the steel deck and existing drain bowl lip.
2. Install new roof drains at required locations per roof plan set. Basis of design is the Zurn Z100 Series of cast iron roof drains and strainers. Roofing contractor shall coordinate and hold the contract of the plumbing contractor.
3. Inspect the existing insulation layers to confirm the remaining insulation materials are dry and sound to remain in place.
4. Remove existing skylights and units with respective curbs as indicated on the roof demo plan (R1.2). Install new Z channels around the perimeters of each opening with new corrugated steel decking (20 gauge minimum). Install a new layer of 2.0" thick, Polyisocyanurate insulation over the new decking to be flush with the existing layers of insulation.
5. Where existing curbs are to remain, raise the existing mechanical equipment curbs with additional wood blocking to achieve a 8" minimum flashing height where required. Roofing Contractor shall arrange for the disconnection and reconnection of the existing units that may need to be lifted.
6. Mechanically fasten new tapered insulation (1/4" slope per foot) around each drain area approximately 32' square and 3" of flat insulation over all remaining areas of roofing. New total thickness of thermal roof insulation (2.0' of old and 3.0" of new) will be 5.0" at the perimeters.
7. Install two new layers of wood blocking at all perimeters to be flush with the new roof insulation.
8. Adhere an over-layment board of 1/4" thick, pre-primed gypsum board set in Type III Asphalt.
9. Adhere an asphalt coated, polyester reinforced trilaminar base sheet set in Type III Asphalt at a rate of 25 lbs per 100 square feet minimum.
10. Adhere three plies of Type VI fiberglass felts set in SEBS modified asphalt adhesive at a rate of 25 lbs per 100 square feet.
11. Install perimeter flashings as follows:
 - a. Roof membrane is to extend to the top of the wood fiberboard cants or wood cants at perimeters and sealed off with mastic at the vertical walls.
 - b. Adhere a backer ply of polyester woven felt set in SEBS modified asphalt adhesive.
 - c. Adhere a finish flashing of polyester reinforced, SBR / EPDM elastomeric sheet flashing set in SEBS modified asphalt adhesive.
 - d. Seal vertical flashing laps with rubberized mastic and 4" fiberglass woven mesh.
 - e. After mastics have set for two days, prime and coat roof flashings with fiberated aluminum coating.
 - f. Install under-layment materials (self adhered air barrier or vinyl sheeting) over the cants or parapet walls prior to application of sheet metal caps and components.
12. Flood coat roof system with Type III asphalt adhesive at a rate of 50 - 60 lbs per 100 square feet followed by new gravel broadcast into the hot asphalt at a rate of 500 lbs – 550 lbs per 100 square feet.
13. Install new 24 gauge prefinished galvanized steel fascia, expansion joint covers and counter-flashings. The Owner is to select the color from a standard color chart provided by the Contractor.
14. Provide a 20 Year Roof System Warranty for all components.

PROJECT TIMELINES:

MUNICIPAL SERVICE BUILDING
ROOF REPLACEMENT PROJECT
2026 NEW JERSEY AVE, SHEBOYGAN, WI

SPRING, 2025

GENERAL TIMELINE:

DECEMBER, 2024:	BIDDING PROCESS
DECEMBER 13 TH , 2024:	BID REVIEW
JANUARY 15 TH , 2025:	AWARD OF CONTRACT
MARCH 15 TH , 2025:	PRECONSTRUCTION MEETINGS AND EXECUTION OF CONTRACTS
NOVEMBER 15 TH :	PROJECT COMPLETION / PUNCHLIST ITEMS
DECEMBER 15 TH :	FINAL INSPECTION / WARRANTY ISSUANCE FINAL PAYMENT

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Products ordered in advance.
 - 3. Use of premises.
 - 4. Owner's occupancy requirements.
 - 5. Work restrictions.
 - 6. Specification formats and conventions.
- B. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: City of Sheboygan: Project #2069-24 Municipal Service Building Roof Replacement Project
 - 1. Project Location: 2026 New Jersey Ave, Sheboygan, WI 53081
- B. Owner: City of Sheboygan
 - 1. Owner's Representative: Mr. Michael Willmas, Superintendent – Facilities / Traffic Division
 - 2. Owner's Representative: Mr. Bernie Rammer, Purchasing Agent, City of Sheboygan
- C. Project Specifier: Tremco, Incorporated, Sheboygan, WI has been appointed by Owner to serve as Project Specifier / Coordinator.
- D. The Work consists of the following:
 - 1. Work includes roof system membrane removal and replacement at the above listed facility.
 - a. Removal of the existing Coal Tar Pitch Membrane (Sections #2 - #5) and PVC membrane (Section #6), any wet or damaged roof insulation, any damaged steel decking, and any perimeter sheet metal trims. Demolition of existing skylights and other designated curbs / mechanical equipment.
 - b. Installation of new internal roof drains / piping as required.
 - c. Installation of new thermal insulation, new gypsum coverboard, hot applied asphalt built up roof membrane, perimeter flashings, sheet metal details and related components.

- d. Provide the Owner a 20-year roof system warranty package as specified for roof replacement projects.

1.4 TYPE OF CONTRACT

- 1. Project will be constructed under a single prime contract for all work.

1.5 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited to specific staging and storage areas and by Owner's right to perform work or to retain other contractors on portions of Project.
 - 1. Driveways and Entrances: Keep driveways parking garage, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - c.
- B. Use of Existing Buildings: Maintain existing building in a weather-tight condition throughout construction period. Repair damage caused by construction operations, including damaged grass, pavement, exterior walls or other exterior property. Protect building and its occupants during construction period as requested by the Owner.
- C. Building Access by Contractor: Generally, exterior access only is requested for the facility. Access to the facility through the interior of the facility shall be by the foreman only.
- D. Smoking: NO smoking is tolerated on any property owned by the Sheboygan Falls School District. This includes the parking lots, the rooftops and any other areas the contractor may be set up on the construction site.
- E. Ladders: Portable ladders are required for access of the crew to the roof top. At the end of each day, the ladders are to be lowered and either removed off site or locked in place so no use is permitted.
- F. Hot Materials / Overhead Lifting: Steel railings or snow fence must be provided and installed the roofing contractor to prevent foot traffic / child play near any of the equipment used for hot asphalt or where there is overhead lifting. Contractor is solely responsible for all aspects of OSHA related compliance for the project.
- G. Portable Facilities: A portable restroom facility will be required for this project. The portable facility is to be kept on the roof only and secured in place with weights or mechanical means.
- H. Portable Toilet Facility: Contractor is to provide secured, portable toilet facility for contractor use only. Portable facility to be located at set up / staging location or roof-top.

1.6 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 48 hours' notice to Owner of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed inside the existing building during normal business working hours of 7 a.m. to 5 p.m., Monday through Friday, except otherwise indicated.
 - 1. Weekend Hours: Saturdays upon 24 hours advance notice.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's permission.

1.8 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for

clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

- a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

END OF SECTION 011000

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Cost allowances.
- C. Related Sections include the following:
 - 1. Division 1 Section "Unit Prices" for procedures for using unit prices.
 - 2. Divisions 2 through 16 Sections for items of Work covered by allowances.

1.3 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.
- D. Submit itemization of dates of hours worked for additional labor required and location of areas where work was provided for deck removal / replacement. Photographic documentation is required.

1.4 COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site.
- B. Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.

- C. Itemization and copies of subcontractor costs or materials receipts shall be provided to the Owner upon request of payment for work completed.
- D. All allowance amounts listed shall be included in the contractors' base bid amounts on the "Bidding Instructions" proposal.

PART 2 - EXECUTION

2.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

2.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

2.3 SCHEDULE OF ALLOWANCES TO BE INCLUDED WITH BIDS

- A. Project Allowance:
 - 1. Repair of unforeseen damage to existing roof insulation, wood blocking, steel decking or other components: \$20,000.00
 - 2. Unforeseen need for HVAC or Plumbing work aside from the items listed in the specifications or plan set: \$10,000.00

END OF SECTION 012100

SECTION 061050 - MISCELLANEOUS CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 1. Rooftop equipment bases and support curbs.
 2. Wood blocking and nailers.

1.3 DEFINITIONS

- A. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 1. NELMA - Northeastern Lumber Manufacturers Association.
 2. NLGA - National Lumber Grades Authority.
 3. SPIB - Southern Pine Inspection Bureau.
 4. WCLIB - West Coast Lumber Inspection Bureau.
 5. WWPA - Western Wood Products Association.

1.4 QUALITY ASSURANCE

- A. Forest Certification: For the following wood products, provide materials produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC 1.2, "Principles and Criteria":
 1. Miscellaneous lumber.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber, plywood, and other panels; place spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 MISCELLANEOUS LUMBER

- A. General: Provide lumber for support or attachment of other construction, including the following:
 1. Rooftop equipment bases and support curbs.

2. Blocking.
3. Nailers.

B. For items of dimension lumber size, provide Standard, Stud, or No. 3 grade lumber with 15 percent maximum moisture content and any of the following species:

1. Mixed southern pine; SPIB.
2. Hem-fir or Hem-fir (north); NLGA, WCLIB, or WWPA.
3. Spruce-pine-fir (south) or Spruce-pine-fir; NELMA, NLGA, WCLIB, or WWPA.
4. Eastern softwoods; NELMA.
5. Northern species; NLGA.
6. Western woods; WCLIB or WWPA.

2.2 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.

1. Where carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

B. Nails, Wire, Brads, and Staples:

1. FS FF-N-105.
2. #16 Penny Nails (wood to wood)

C. Power-Driven Fasteners: CABO NER-272.

D. Wood Screws: ASME B18.6.1.

E. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.

B. Apply field treatment complying with AWPA M4 to cut surfaces of preservative-treated lumber and plywood.

C. Securely attach carpentry work as indicated and according to applicable codes and recognized standards.

D. Use fasteners of appropriate type and length. Pre-drill members when necessary to avoid splitting wood.

3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.

END OF SECTION 061050

SECTION 070150 - MEMBRANE ROOF REMOVAL PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Roof tear-off.
 - 2. Curb / Skylight Removal.
 - 3. Roof replacement preparation.
 - 4. Removal of base flashings.
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary" for use of the premises and phasing requirements.
 - 2. Division 6 Section "Miscellaneous Carpentry" for wood nailers, cants, curbs, and blocking.
 - 3. Division 7 Section "Built Up Roofing" for roofing membrane, base flashings; and roofing accessories.
 - 4. Division 7 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counterflashings.
- C. Unit Prices: Refer to Division 1 Section "Unit Prices" for description of Work in this Section affected by unit prices.

1.3 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.4 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
- B. Substrate Board: Rigid board or panel products placed over the roof deck that serve as thermal barriers, provide a smooth substrate, or serve as a component of a fire-resistance-rated roofing system.
- C. Roof Tear-Off:

- a. Tear off includes removal of the
 - 1) Gravel surfacing
 - 2) Existing coal tar built up roof membrane or PVC Single Ply membrane (Section #6 only)
 - 3) Perimeter sheet metal components and flashing components
 - 4) Existing curbs / skylights / mechanical units as indicated on drawings.
 - 5) Removal of 8' x 8' areas of insulation around all existing drain locations and proposed drain locations.

- D. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.

- E. Existing to Remain: Existing layers of insulation (1.5" Polyisocyanurate + ½" Wood fiberboard). Existing items of construction that are not indicated to be removed.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Installer of new membrane roofing system and approved by warrantor of existing roofing system to work on existing roofing.

- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning membrane roofing removal. Comply with hauling and disposal regulations of authorities having jurisdiction.

- C. Preliminary Re-roofing Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roofing system including, but not limited to, the following:
 - 1. Meet with Owner; roofing system manufacturer's representative; roofing Installer including project manager, superintendent, and foreman; and installers whose work interfaces with or affects re-roofing including installers of roof accessories and roof-mounted equipment.
 - 2. Review methods and procedures related to re-roofing preparation, including membrane roofing system manufacturer's written instructions.
 - 3. Review temporary protection requirements for existing roofing system that is to remain, during and after installation.
 - 4. Review roof drainage during each stage of re-roofing and review roof drain plugging and plug removal procedures.
 - 5. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 6. Review existing deck removal procedures and Owner notifications.
 - 7. Review procedures to determine condition and acceptance of existing deck
 - 8. Review structural loading limitations of deck during re-roofing.
 - 9. Review base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect re-roofing.
 - 10. Review HVAC shutdown and sealing of air intakes.
 - 11. Review shutdown of fire-suppression, -protection, and -alarm and -detection systems.
 - 12. Review procedures for asbestos removal or unexpected discovery of asbestos-containing materials.
 - 13. Review governing regulations and requirements for insurance and certificates if applicable.

1.6 PROJECT CONDITIONS

- A. Owner will occupy most portions of building immediately below re-roofing area. Conduct re-roofing so Owner's operations will not be disrupted. Provide Owner with not less than 48 hours' notice of activities that may affect Owner's operations.
 - 1. Coordinate work activities daily with Owner so Owner can place protective dust or water leakage covers over sensitive equipment or furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below the work area if desired. This is especially important for areas where skylights or curbs are being removed.
 - 2. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below the affected area. Verify that occupants below the work area have been evacuated prior to proceeding with work over the impaired deck area.
- B. Protect building to be re-roofed, exposed mechanical units, pavement, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from re-roofing operations.
- C. Construction Drawings and Project Manual for existing roofing system are provided for Contractor's reference. Contractor is responsible for conclusions derived from existing documents.
- D. Weather Limitations: Proceed with re-roofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building. Any damage occurring due to moisture infiltration into existing roof system components, new roof system components or interior building systems requiring replacement or repair will be done so at the sole expense of the contractor.
- E. Hazardous Materials: It is NOT expected that hazardous materials such as asbestos-containing materials will be encountered in the Work. Please notify the proper authorities prior to the start of work as required by law.

PART 2 - PRODUCTS

2.1 TEMPORARY ROOFING MATERIALS

- A. Selection of materials and design of temporary roofing is responsibility of Contractor.
- B. SBS-modified, polyester reinforced, asphalt-coated, glass-fiber base sheet.
 - 1 Base Sheet: Trilaminate reinforced ply sheet, complying with ASTM D 4601-91; ASTM 228-90A and ASTM 146-90 with the following properties:
 - a. Thickness: 1.2 mm
 - b. Breaking strength: 220 lbf/in(38.5 kN/M) MD. 235 lbf/in (41.1 kN/m) XMD.
 - c. Elongation: 6.5% MD/XMD.
 - d. Tear Strength: 345 lbf (1534 N) MD. 330 lbf (1467 N) XMD minimum.
 - e. Mass of desaturated polyester/glass/polyester mat, min.: 3.5 lb/100ft (172 g/m²).
 - f. Asphalt: 10.0 lb/100 ft (485g/m²) minimum
- C. Asphalt Primer: ASTM D 41.
- D. Roofing Asphalt: ASTM D 312, Type III

PART 3 - EXECUTION

3.1 PREPARATION

- A. Coordinate with Owner to shut down air intake equipment in the vicinity of the Work. Cover air intake louvers before proceeding with re-roofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- B. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- C. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
 - 1. If roof drains will be temporarily blocked or unserviceable due to roofing system removal or partial installation of new membrane roofing system, provide alternative drainage method to remove water and eliminate ponding. Do not permit water to enter into or under existing membrane roofing system components that are to remain.
- D. Verify that rooftop utilities and service piping have been shut off before commencing Work.

3.2 ROOF TEAR-OFF

- A. General: Notify Owner / Project Coordinator each day of extent of roof tear-off proposed.
- B. Roof Tear-Off: Remove existing roofing membrane and other roofing system components to the structural deck or substrate as indicated.
 - 1. Remove roof membrane as specified.
 - 2. Remove existing perimeter flashings and sheet metal components as specified.
 - 3. Remove existing curbs / projections designated for removal.

3.3 SUBSTRATE PREPARATION

- A. Inspect existing concrete deck after tear-off of existing roofing system, and report any deflections or deficiencies to the Owner.

3.4 EXISTING BASE FLASHINGS

- A. Remove existing base flashings around parapets, curbs, walls, and penetrations.
- B. Inspect masonry walls for deterioration and damage. If parapet or masonry walls have deteriorated, immediately notify Owner.
- C. Inspect existing wood blocking and replace any damaged or deteriorated wood blocking per Division 6.
- D. Add wood blocking to perimeter and curbs if required to accommodate height of insulation and provide minimum flashing heights required.

3.5 DISPOSAL

- A. Collect and place demolished materials in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
 - 1. Storage of demolished items or materials on-site will not be permitted unless approved by the Owner.
- B. Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 070150

SECTION 075113 - BUILT-UP ASPHALT ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following summary of work to be performed:
 1. Remove and disposal of the existing roof surfacing, membrane and flashing components.
 2. Remove and disposal of existing skylights, designated units / curbs and other projections as required. Installation of required in-fill decking and insulation.
 3. Installation of a new layer of polyisocyanurate insulation with tapered drain sumps and gypsum coverboard.
 4. Installation of a new built up roof system consisting of new polyester reinforced trilaminate base ply and three plies of Type VI felts adhered with rubberized / modified asphalt.
 5. Install specified flashings adhered with rubberized / modified asphalt and mastics.
 6. Application of protective flood coat of Type III asphalt and new gravel
 7. Application of aluminum coating to all flashings and projections
 8. Installation of required metal trims, fascia's and expansion joint covers per specifications.
- B. Related Sections include the following:
 1. Division 6 Section "Miscellaneous Carpentry" for wood nailers, cants, curbs, and blocking.
 2. Division 7 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counter-flashings.
 3. Division 7 Section "Preparation for Roof Removal" for roof replacement applications on existing buildings where designated.
- C. Unit Prices: Refer to Division 1 Section "Unit Prices" for description of Work in this Section affected by unit prices.

1.3 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
- B. Hot Roofing Asphalt: Roofing asphalt heated to its equiviscous temperature, the temperature at which its viscosity is 125 centipoise for mopping application and 75 centipoise for mechanical application, within a range of plus or minus 25 deg F (14 deg C), measured at the mop cart or mechanical spreader immediately before application.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. FMG Listing: Provide roofing membrane, base flashings, and component materials that comply with requirements in FMG 4450 and FMG 4470 as part of a roofing system and that are listed in FMG's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FMG markings.
 - 1. Fire/Windstorm Classification: Class 1A- 90.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Performance Roof System Data: ASTM 2523 Test Results for roof system performance.
- C. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other Work.
 - 1. Base flashings, cants, and membrane terminations.
- D. Samples for Verification: For the following products:
 - 1. 12-by-8-inch (300-by-300-mm) square of base, sheet ply sheet.
 - 2. 12-by-8-inch (300-by-300-mm) square of flashing sheet.
 - 3. Pull sample of asphalt material specified.
- E. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- F. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 - 1. Submit evidence of meeting performance requirements.
- G. Qualification Data: For Installer and manufacturer.
- H. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing system.
 - 1. Indicate that bulk roofing asphalt materials delivered to Project comply with requirements. Include quantity and statistical and descriptive data for each product. Submit certificate with each load before it is used.
 - 2. Include continuous log showing time and temperature for each load of bulk asphalt, indicating date obtained from manufacturer, where held, and how transported before final heating and application on roof.

- I. Research/Evaluation Reports: For components of roofing system.
- J. Maintenance Data: For roofing system to include in maintenance manuals.
- K. Warranties: Special warranties specified in this Section.
- L. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.
- B. Technical Inspector Qualifications: As part of the project warranty, the Roofing Contractor will engage a qualified manufacturer's technical representative for a minimum of 1 full, 8 hour work day per 5,000 square feet to perform roof specification review, inspections of the work in progress and to provide reports to the Owner. The Technical Inspector shall have a minimum of 10 years experience with the particular roof system installation and provide a non-sales function for the primary manufacturer.
- C. If the manufacturer doesn't employ a qualified technical inspector, an engineering firm may be enlisted by the primary manufacturer at their expense to provide technical installation inspections for equal assistance / inspection time at the approval of the Owner.
- D. Manufacturer Qualifications: Proof of ISO 9001 quality certification for roof manufacturer providing warranty for the roof system and components for a minimum of 10 years.
- E. Manufacturer Qualifications: A qualified manufacturer that has UL listing for roofing system identical to that used for this Project.
- F. Manufacturer / Contractor Qualifications: A qualified manufacturer or installation contractor that can provide a minimum of 5 project references in the last 10 years employing the exact or a comparable type of roofing system installed within 30 miles of the job site that can be inspected if requested.
- G. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.
- H. Source Limitations: Obtain components for roofing system from or approved by primary roofing system manufacturer providing the roof warranty.
- I. Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
 - 1. Exterior Fire-Test Exposure: Class A; ASTM E 108, for application and roof slopes indicated.
 - 2. Fire-Resistance Ratings: ASTM E 119, for fire-resistance-rated roof assemblies of which roofing system is a part.

- J. Preinstallation Conference: Conduct conference at Project site. Comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roofing system including, but not limited to, the following:
1. Meet with Owner, roofing Installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 5. Review structural loading limitations of roof deck during and after roofing.
 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 7. Review governing regulations and requirements for insurance and certificates if applicable.
 8. Review temporary protection requirements for roofing system during and after installation.
 9. Review roof observation and repair procedures after roofing installation.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storage.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.8 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form, in which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.
 - 1. Special warranty includes roofing membrane, base flashings, roofing membrane accessories, roof insulation, fasteners, cover boards and other components of roofing system.
 - 2. Warranty Period: **20 years** from date of Substantial Completion.
 - 3. Peak Wind Coverage: Up to 74 miles per hour

- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of roofing system such as roofing membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:
 - 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following: The primary roof system "Basis of Design" specification is based upon TREMCO, Inc. materials and roof systems.

- C. The intent of the specification package is to establish minimum acceptable quality and performance standards for the finished roof replacement project. Subject to compliance with all requirements, any primary manufacturer meeting or exceeding the specification design standard is encouraged to pursue the project.

- D. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
 - 1. Products: Subject to compliance with requirements, provide one of the products specified.

2.2 FINISHED ROOF MEMBRANE PERFORMANCE REQUIREMENTS

- A. BUILT UP ROOF SYSTEM (Base + Three (3) ply BUR Membrane)

<u>Property</u>	<u>Typical Value</u>	<u>Test Method</u>
Tensile Strength: @ 0 deg F	484 lbf/in MD	ASTM D 2523
	428 lbf/in XMD	ASTM D 2523

2.3 BASE-SHEET MATERIALS

- 1 Base Sheet: Trilaminare reinforced ply sheet, complying with ASTM D 4601-91; ASTM 228-90A and ASTM 146-90 with the following properties:
 - a. Thickness: 1.5 mm
 - b. Breaking strength: 220 lbf/in(38.5 kN/M) MD. 235 lbf/in (41.1 kN/m) XMD.
 - c. Elongation: 6.5% MD/XMD.
 - d. Tear Strength: 345 lbf (1534 N) MD. 380 lbf (1467 N) XMD minimum.
 - e. Mass of desaturated polyester/glass/polyester mat, min.: 3.5 lb/100ft (172 g/m²).
 - f. Asphalt Content: 12.0 lb/100 ft (485g/m²) minimum

2.4 ROOFING MEMBRANE PLIES

- A. Ply Sheet: ASTM D 2178, Type VI, asphalt-impregnated, glass-fiber felt.

2.5 FLASHING MATERIALS

- A. Backer Sheet: 18" Polyester woven felt
- B. Flashing Sheet: Elastomeric sheeting blend of thermoset elastomers. Sheet must be reinforced with polyester woven scrim.
- C. Glass-Fiber Fabric: Woven glass cloth, treated with asphalt, complying with ASTM D 1668, Type I.
- D. Stripping Ply to Roof Membrane: 6" Polyester woven felt set in Rubberized Asphalt.
- E. Vertical Flashing Seam: 4" Woven fiberglass mesh and rubberized mastic as required by Manufacturer.

2.6 ASPHALT MATERIALS

- A. Asphalt Primer: ASTM D 41.
- B. Roofing Asphalt: ASTM D 312, Type III.
- C. Roofing Asphalt – Membrane, Flashing Application: SEBS rubberized asphalt.

2.7 AUXILIARY ROOFING MEMBRANE MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with built-up roofing.
- B. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application.
- C. Mastic Sealant: Polyisobutylene, plain or modified bitumen, nonhardening, nonmigrating, non-skinning, and nondrying.
- D. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FM 4470; designed for fastening roofing membrane components to

substrate; tested by manufacturer for required pullout strength; and acceptable to roofing system manufacturer.

- E. Metal Flashing Sheet: Metal flashing sheet is specified in Division 7 Section "Sheet Metal Flashing and Trim."
- F. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

2.8 ROOF INSULATION

- A. General: Provide preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, felt or glass-fiber mat facer on both major surfaces.
 - 1. Manufacturers: As recommended by Roof System Manufacturer / Warranty Provider.
 - 2. Board Size: 4' x 4' x Tapered Slope (1/8" per foot tapered slope where required)
 - a. Minimum flat stock thickness: 3.0" Thick
 - b. Drain Sumps: Variable Sizes. Up to 32' x 32' (1/4" per foot tapered slope)
 - c. Tapered Saddles (1/2" per foot tapered slope)
 - d. Tapered Wedge Boards (Variable – 6" to 12" wide)
- C. Cover Board: SecureRock Primed Gypsum Board
 - 1. Thickness: 1/4" (One Quarter Inch) – 4' x 4'

2.9 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.
- B. Wood Nailer Strips: Comply with requirements in Division 6 Section "Miscellaneous Carpentry."

2.10 WALKWAYS

- A. Walkway Pads: Mineral-granule-surfaced, reinforced asphaltic composition, slip-resisting pads, manufactured as a traffic pad for foot traffic and acceptable to roofing system manufacturer, 1/2 inch (13 mm) thick, minimum.
 - 1. Pad Size: 3 feet x 4 feet

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:

1. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
2. Verify that existing or any required new wood fiber cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Remove and replace damaged / rusted steel decking if required. Decking with surface rust shall be primed / coated with epoxy, rust prohibitive paint.
- D. After removal of obsolete or designated curbs, mechanically anchor in place new Z Channel Supports and new steel decking and insulation infill to be flush with the existing layers of decking / insulation.

3.3 INSULATION INSTALLATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system manufacturer's written instructions for installing roof insulation.
- C. Insulation Cant Strips: Install and secure preformed 45-degree fiberboard cant strips at junctures of built-up roofing membrane system with vertical surfaces or angle changes greater than 45 degrees.
- D. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
 1. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- E. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- F. Mechanically fasten all thermal insulation layers with specified fasteners / plates. Fasteners shall penetrate steel decking, 1" minimum / 2" maximum.
- G. Adhered cover boards: Adhere insulation to substrate as follows:
 1. Apply hot roofing asphalt to underside and immediately bond insulation boards to substrate and apply foot pressure (walk in the boards).

- H. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Stagger joints from joints in insulation below a minimum of 6 inches (150 mm) in each direction.
 - 1. Apply hot roofing asphalt to underside and immediately bond cover board to substrate and apply foot pressure (walk in the boards).

3.4 ROOFING MEMBRANE INSTALLATION, GENERAL

- A. Install built-up roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations of ARMA/NRCA's "Quality Control Guidelines for the Application of Built-up Roofing."
- B. Start installation of built-up roofing membrane in presence of roofing system manufacturer's technical personnel.
- C. Cooperate with testing and inspecting agencies engaged or required to perform services for installing built-up roofing system.
- D. Coordinate installing roofing system components so insulation and roofing membrane sheets are not exposed to precipitation or left exposed at the end of the workday or when rain is forecast.
 - 1. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation with a course of coated felt set in roofing cement or hot roofing asphalt with joints and edges sealed.
 - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
 - 3. Remove and discard temporary seals before beginning work on adjoining roofing.
- E. Asphalt Heating: Heat roofing asphalt and apply within plus or minus 25 deg F (14 deg C) of equiviscous temperature unless otherwise required by roofing system manufacturer. Do not raise roofing asphalt temperature above equiviscous temperature range more than one hour before time of application. Do not exceed roofing asphalt manufacturer's recommended temperature limits during roofing asphalt heating. Do not heat roofing asphalt within 25 deg F (14 deg C) of flash point. Discard roofing asphalt maintained at a temperature exceeding finished blowing temperature for more than 4 hours.
- F. Asphalt Heating: Heat and apply roofing asphalt according to roofing system manufacturer's written instructions.
- G. Substrate-Joint Penetrations: Prevent roofing asphalt from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

3.5 ROOFING MEMBRANE INSTALLATION

- A. Install one lapped course of waterproof, polyester reinforced base sheet, extending sheet over and terminating beyond cants. Attach base sheet as follows:
 - 1. Adhere to substrate in a solid mopping of Type III hot roofing asphalt.
- B. Install three ply sheets starting at low point of roofing system. Align ply sheets without stretching. Shingle side laps of ply sheets uniformly to achieve required number of plies throughout thickness of roofing membrane. Shingle in direction to shed water. Extend ply sheets over and terminate beyond cants.

1. Embed each ply sheet in a solid mopping of hot rubberized asphalt applied at rate required by roofing system manufacturer, to form a uniform membrane without ply sheets touching.
- C. Gravel Surfacing: Promptly after installing and testing roofing membrane, base flashing, and stripping, coat roof surface with Type III asphalt applied at a rate of approximately 50 – 60 lbs per 100 square feet. Immediately after application of flood coat of roof system broadcast new gravel at a rate of 500-550 lbs per 100 square feet. Broom the gravel to achieve uniform coverage and appearance.

3.6 FLASHING AND STRIPPING INSTALLATION

- A. Install elastomeric base flashing over cant strips and other sloping and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions and as follows:
 1. Prime substrates with asphalt primer if required by roofing system manufacturer.
 2. Backer Sheet Application: Install backer sheet and adhere to substrate in a solid mopping of hot rubberized asphalt.
 3. Flashing Sheet Application: Adhere flashing sheet to substrate in a solid mopping of hot rubberized asphalt applied at not less than 425 deg F (218 deg C). Apply hot rubberized asphalt to back of flashing sheet if recommended by roofing system manufacturer.
 4. Prime with asphalt primer prior to aluminum coating of flashing to ensure all release agents have been removed or primed just prior to aluminum coating application.
- B. Extend base flashing up walls or parapets a minimum of 8 inches (200 mm) above roofing membrane and 4 inches (100 mm) onto field of roofing membrane.
 1. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.
- C. Install stripping, according to roofing system manufacturer's written instructions, where metal flanges and edgings are set on built-up roofing.
 1. Flashing-Sheet Stripping: Install flashing-sheet stripping in a continuous coating of asphalt roofing cement or in a solid mopping of rubberized asphalt applied at not less than 425 deg F (218 deg C), reinforced with 6" polyester felt, and extend onto roofing membrane.
- D. Roof Drains: Set 30-by-30-inch (760-by-760-mm) metal flashing in bed of asphalt roofing cement on completed roofing membrane. Cover metal flashing with stripping and extend a minimum of 4 inches (100 mm) beyond edge of metal flashing onto field of roofing membrane. Clamp roofing membrane, metal flashing, and stripping into roof-drain clamping ring.
 1. Install flashing-sheet stripping by same method as installing base flashing.
 2. Install 20" x 20" fabricated gravel guard with aluminum perforated gravel retainers with 4" flange.

3.7 COATING INSTALLATION

- A. Apply aluminum coatings to membrane and base flashings according to manufacturer's written instructions, by spray, roller, or other suitable application method.

3.8 WALKWAY INSTALLATION

- A. Walkway Pads: Install walkway pads using units of size indicated or, if not indicated, of manufacturer's standard size according to walkway pad manufacturer's written instructions.
 - 1. Pads are to be installed at the tops and bottoms of ladders, hatch locations, door locations and at the location of access panels for HVAC units.
 - 2. Sweep away loose aggregate surfacing and set walkway pads in 5 large clumps of asphalt mastic in the corners / center of the underside of each pad a set in place over the gravel surfacing.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner reserves the right to engage a qualified independent testing and inspecting agency to perform roof tests and inspections and to prepare test reports.
- B. Test Cuts: Before flood coating and surfacing built-up roofing membrane, the Owner reserves the right to test specimens will be removed to evaluate problems observed during quality-assurance inspections of roofing membrane as follows:
 - 1. Approximate quantities of components within roofing membrane will be determined according to ASTM D 3617.
 - 2. Test specimens will be examined for interply voids according to ASTM D 3617 and to comply with criteria established in Appendix 3 of ARMA/NRCA's "Quality Control Guidelines for the Application of Built-up Roofing."
- C. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Owner.
 - 1. Notify Owner 48 hours in advance of date and time of inspection.
- D. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.
- E. Additional testing and inspecting, including infrared analysis, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.10 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to the Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.
- D. Clean all fixed ladders, adjacent roof areas and existing or new sheet metal free of asphalt materials or stains.

END OF SECTION 075113

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following sheet metal flashing and trim:
 - 1. Installation of new formed counterflashings, parapet caps, and metal edges.
 - 2. Formed low-slope roof flashing and trim.
 - 3. Formed wall flashing and trim.
 - 4. Formed equipment support flashing.
- B. Related Sections include the following:
 - 1. Division 6 Section "Rough Carpentry Miscellaneous Carpentry" for wood nailers, curbs, and blocking.
 - 2. Division 7 Section "Built Up Asphalt Roofing " for installing sheet metal flashing and trim integral with roofing membrane.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, and fastener disengagement.
- B. Fabricate and install roof edge flashing capable of resisting the following forces according to recommendations in FMG Loss Prevention Data Sheet 1-49:
 - 1. Wind Zone 1: For velocity pressures of 21 to 30 lbf/sq. ft. (1.00 to 1.44 kPa): 60-lbf/sq. ft. (2.87-kPa) perimeter uplift force, 90-lbf/sq. ft. (4.31-kPa) corner uplift force, and 30-lbf/sq. ft. (1.44-kPa) outward force.
- C. Water Infiltration: Provide sheet metal flashing and trim that do not allow water infiltration to building interior.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated, include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Samples for Initial Selection: For each type of sheet metal flashing and trim indicated with factory-applied color finishes.
 - 1. Include similar Samples of trim and accessories involving color selection.

1.5 QUALITY ASSURANCE

- A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- B. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."
 - 1. Meet with Owner, Roofing Warranty Manufacturer, Owner's insurer if applicable, Installer, and installers whose work interfaces with or affects sheet metal flashing and trim including installers of roofing materials, roof accessories, unit skylights, and roof-mounted equipment.
 - 2. Review methods and procedures related to sheet metal flashing and trim.
 - 3. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
 - 4. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sheet metal flashing materials and fabrications undamaged. Protect sheet metal flashing and trim materials and fabrications during transportation and handling.
- B. Unload, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack materials on platforms or pallets, covered with suitable weather tight and ventilated covering. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

1.7 COORDINATION

- A. Coordinate installation of sheet metal flashing and trim with interfacing and adjoining construction to provide a leak-proof, secure, and non-corrosive installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
 - 2. Products: Subject to compliance with requirements, provide one of the products specified.
 - 3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

- 4. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 SHEET METALS

- A. Prepainted, Metallic-Coated Steel Sheet: Steel sheet metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
 - 1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation; structural quality.
 - 1) Color: As selected by Owner from manufacturer's full range.

2.3 UNDERLAYMENT MATERIALS

- A. Self-Adhered Air Barrier: Exoaire 110AT by Tremco

2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.
 - 1. Exposed Fasteners: Heads matching color of sheet metal by means of plastic caps or factory-applied coating.
 - 2. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed, with hex washer head.
- C. Sealing Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealing tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape.
- D. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant, polyisobutylene plasticized, heavy bodied for hooked-type expansion joints with limited movement.
- F. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil (0.4-mm) dry film thickness per coat. Provide inert-type non-corrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.
- G. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.5 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Shop fabricate items where practicable. Obtain field measurements for accurate fit before shop fabrication.
- B. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
- C. Fabricate sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
 - 1. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- D. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.
- E. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with elastomeric sealant concealed within joints.
- F. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.
- G. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
 - 1. Thickness: As recommended by SMACNA's "Architectural Sheet Metal Manual" for application but not less than thickness of metal being secured.

2.6 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Fascia Caps / Expansion Joint Covers: Fabricate in minimum 96-inch- (2400-mm-) long, but not exceeding 10-foot- (3-m-) long, sections. Furnish with 6-inch- (150-mm-) wide joint cover plates with hemmed edges.
 - 1. Joint Style: Butt, with 6-inch- (150-mm-) wide exposed cover plates.
 - 2. Kynar Finished Galvanized Steel: 24 Gauge thick.
 - 3. Continuous Cleat Metal: 22 gauge thick galvanized steel.
- B. Counterflashing: Fabricate from the following material:
 - 1. Kynar Finished Galvanized Steel: 24 Gauge thick.
- C. Metal Gutters and Accessories: Fabricate from the following material:
 - 1. Kynar Finished Galvanized Steel: 24 Gauge thick.
- D. Roof-Penetration Flashing: Fabricate from the following material:
 - 1. Kynar Finished Galvanized Steel: 24 gauge thick.

E. Roof-Drain Flashing: Fabricate from the following material

1. Lead: **4.0 lb/sq. ft.** hard tempered.

F. Roof-Drain Gravel Guard: Fabricate from the following material:

1. Mill finished Aluminum: 040 Thickness

2.7 MISCELLANEOUS SHEET METAL FABRICATIONS

A. Equipment Support Flashing: Fabricate from the following material:

1. Galvanized Steel: 24 gauge thick.

2.8 FINISHES

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of work.

1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.

2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

1. Torch cutting of sheet metal flashing and trim is not permitted.

B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.

1. Coat side of uncoated aluminum and lead sheet metal flashing and trim with bituminous coating / primer where flashing and trim will contact wood, ferrous metal, or cementitious construction.
 2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene underlayment.
 3. Bed flanges in thick coat of asphalt roofing cement where required for waterproof performance.
- C. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
- D. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and elastomeric sealant.
- E. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
1. Space cleats not more than 12 inches (300 mm) apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
- F. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with elastomeric sealant concealed within joints.
- G. Fasteners: Use fasteners of sizes that will penetrate substrate not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws.
1. Galvanized or Prepainted, Metallic-Coated Steel: Use stainless-steel fasteners.
 2. Fastened 24" apart and on every lap
- H. Seal joints with elastomeric sealant as required for watertight construction.
1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch (25 mm) into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
 2. Prepare joints and apply sealants to comply with requirements in Division 7 Section "Joint Sealants."
- I. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints a minimum of 4 inches (100 mm) in direction of water flow.

3.3 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal roof flashing and trim to comply with performance requirements and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where

possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight.

- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated.
 - 1. Interlock bottom edge of roof edge flashing with continuous cleats anchored to substrate at 16-inch (400-mm) centers.
- C. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4 inches (100 mm) over base flashing. Install stainless-steel draw band and tighten.
- D. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches (100 mm) over base flashing. Lap counterflashing joints a minimum of 4 inches (100 mm) and bed with elastomeric sealant.
 - 1. Secure in a waterproof manner by means of snap-in installation and sealant or lead wedges and sealant.
- E. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Install flashing as follows:
 - 1. Turn lead flashing down inside vent piping, being careful not to block vent piping with flashing.
 - 2. Seal with elastomeric sealant and clamp flashing to pipes penetrating roof except for lead flashing on vent piping.

3.4 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

3.5 MISCELLANEOUS FLASHING INSTALLATION

- A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

3.6 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused

fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.

- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 076200

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Roof #2 - Overview Photo. There are large areas of ponding water from lack of proper drainage.



Overview Photo. Ponding water areas – right around a drain which sits high.



Overview Photo



Overview Photo.

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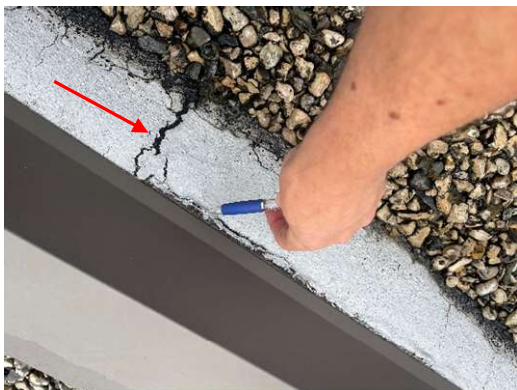
Roof #2 - Overview Photo. Large membrane blister in the center of a large pond of water.



Overview Photo. The roof is in overall poor condition. The roof is over 30 years old.



Overview Photo. There is a large pond of water just before the internal drain. With more insulation added to the entire roof, we can create large drain sumps that will better drain the entire roof system.



Overview Photo. Large crack in the base flashing. Water entry point.

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Roof #3 - Overview Photo. Small ponding water area just before a drain area.



Overview Photo. Ponding water areas – right around a drain which sits high.



Overview Photo



Overview Photo.

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Roof #3 - Overview Photo. All the skylights and old vent units mounted on skylight curbs will be removed and infilled with decking / insulation.

Overview Photo. Curb flashing on vent unit.

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Roof #4 - Overview Photo. Small ponding water area near the edge of the roof.



Overview Photo.



Overview Photo



Overview Photo.

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Roof #4 - Overview Photo.

Overview Photo.

Overview Photo

Overview Photo. Large blister on the roof membrane. All the older roofs are plagued with roof membrane blisters.

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Roof #4 - Overview Photo. Small ponding water area near the edge of the roof.



Overview Photo.



Overview Photo



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Roof #5 - Overview Photo. Small ponding water area near the roof edge.



Overview Photo.



Overview Photo



Overview Photo. Note the large amount of moss growing on the roof perimeter.

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Roof #5 - Overview Photo.

Overview Photo.

Overview Photo

Overview Photo.

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Roof #5 - Overview Photo. Several membrane blisters within a small area of ponding water.



Overview Photo. Ponding water areas – right around a drain which sits high.



Overview Photo. Wet Insulation Area #1 was located around these two curb vents.



Overview Photo. Wet Insulation Area #1.

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Roof #5 - Overview Photo. Small ponding water area just before a drain area.



Overview Photo. Ponding water areas – right around a drain which sits high. The roof is in overall poor condition.



Overview Photo. Large amounts of moss growing on the roof surface.



Overview Photo. Large amounts of moss growing on the roof.

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Roof #6 - Overview Photo.



Overview Photo.



Overview Photo



Overview Photo. Note the large amount of moss growing on the roof perimeter.

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Roof #6 - Overview Photo.

Overview Photo.

Overview Photo

Overview Photo. The large skylights have seam tape around them to seal them from leaks. It is recommended to replace them or remove them.

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Roof #6 - Overview Photo. Note the large pond of water at the roof edge.



Overview Photo. Ponding is very severe on this roof.



Overview Photo. The roof is a Duro-Last membrane. The material may be decent, but the design of the roof has been poor. There is ponding water on both sides. In some cases, the ponds of water are 2-3" deep.



Overview Photo. Overview.

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Roof #6 - Overview Photo. Huge pond of water approximately 3" deep. With the algae growing on a slippery PVC membrane – this is a SEVERE HAZARD.



Overview Photo.



Overview Photo



Overview Photo.

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Core Sample - Overview Photo. The Coal Tar Pitch 4 ply roof membrane was cut neatly and pulled off the top layer of wood fiberboard insulation.

More material was cut and removed exposing the steel decking. The existing polyisocyanurate thermal insulation was 1.5” thick with the 1/2” wood fiberboard cover board adhered over it as a barrier between the polyisocyanurate and coal tar pitch membrane. R Value for this roof system is less than R-10. This is less than half of the required R value for this roof system per building codes.

Overview Photo. All core samples were repaired with waterproof asphalt mastic and reinforcement mesh.

Overview Photo. More core samples were taken into the membrane blisters which revealed a shiny appearance of the coal tar adhesive between the ply sheets and insulation. This usually means the coal tar adhesive was adhered in place far too cool and the adhesive cooled too much to adhere to the roofing felts creating a void which led to a membrane blister. There are literally hundreds of blisters all over the roof. It is suspected the roof was installed during winter months without proper equipment.



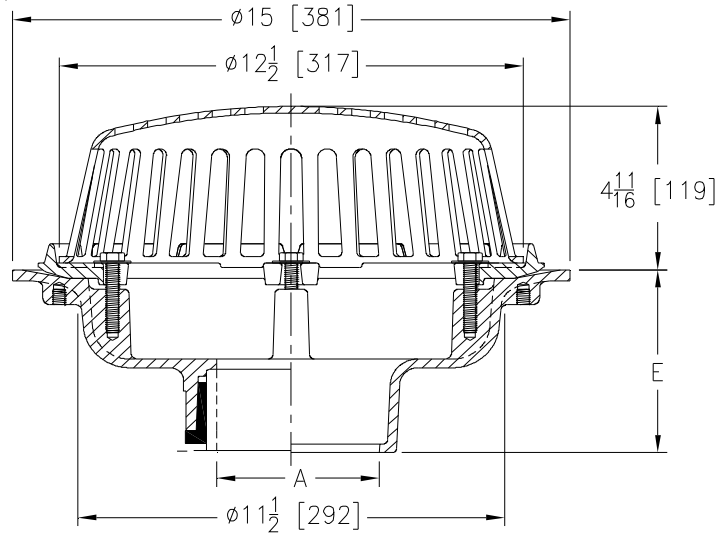
Z100

15 [381] DIAMETER MAIN ROOF DRAIN LOW SILHOUETTE DOME

SPECIFICATION Item 12.

TAG _____

Dimensional Data (inches and [mm]) are Subject to Manufacturing Tolerances and Change Without Notice



A Pipe Size In.[mm]	Approx. Wt. Lbs. [kg]	Dome Open Area Sq. In. [cm ²]
2,3,4 [51,76,102]	26 [12]	103 [665]
5, 6 [127,152]	27 [12]	
8 [203]	28 [13]	

ENGINEERING SPECIFICATION: ZURN Z100
15" [381mm] Diameter roof drain. Dura-Coated cast iron body with combination membrane flashing clamp/gravel guard and low silhouette Poly-Dome.

OPTIONS (Check/specify appropriate options)

PIPE SIZE

- 3, 4, 5, 6 [76,102,127,152]
- 2, 3, 4, 6, 8 [51,76, 102, 152, 203]
- 2, 3, 4, 6, 8 [51,76, 102, 152, 203]
- 2, 3, 4 [51,76,102]
- 6 [152]

(Specify size/type) **OUTLET**

- _____ IC Inside Caulk
- _____ IP Threaded
- _____ NH No-Hub
- _____ NL Neo-Loc
- _____ NL Neo-Loc

E BODY HT. DIM.

- 5-1/4 [133]
- 3-3/4 [95]
- 5-1/4 [133]
- 4-9/16 [116]
- 5-7/16 [112]

PREFIXES

- _____ Z D.C.C.I. Body with Poly-Dome*
- _____ ZA D.C.C.I. Body with Aluminum Dome

- _____ ZC D.C.C.I. Body with Cast Iron Dome
- _____ ZRB D.C.C.I. Body with Plain Bronze Dome

SUFFIXES

- _____ -AC Angular Underdeck Clamp
- _____ -AR Acid Resistant Epoxy Coated
- _____ -AW 3/4 [19] to 4 [102] Adj. Water Level Regulator (Specify Height) (ZC Only)
- _____ -C Underdeck Clamp
- _____ -DE Deck Extension
- _____ -DP Top-Set® Deck Plate (Replaces both the -C and -R)
- _____ -DR Top-Set® Drain Riser
- _____ -E Static Extension 1 [25] thru 4 [102] (Specify Ht.)
- _____ -EA Adjustable Extension Assembly 2-1/8 [54] thru 3-1/2 [89]
- _____ -EB Top-Set® Adjustable Extension Assembly
- _____ -FG Flush Grate
- _____ -G Galvanized Cast Iron
- _____ -HD 6-3/4 [171] High Aluminum Dome Strainer (148 Sq. In. [955 cm²] Open Area) (ZA Only)

- _____ -R Roof Sump Receiver
- _____ -SC Secondary Clamp Collar
- _____ -SS Stainless Steel Mesh Screen Over Dome
- _____ -ST Dome with Solid Top (ZA & ZC Only)
- _____ -TC Neo-Loc Test Cap Gasket (2, 3, 4 [51, 76, 102] NL Bottom Outlet Only)
- _____ -VP Vandal-Proof Secured Top
- _____ -W2 2 [51] Internal Water Dam
- _____ -W3 3 [76] Internal Water Dam
- _____ -W4 4 [102] Internal Water Dam
- _____ -84 Stainless Steel Perforated Gravel Guard
- _____ -85 Stainless Steel Perforated Extension
- _____ -89 2 [51] High External Water Dam
- _____ -90 90° Threaded Side Outlet Body

* Regularly furnished unless otherwise specified.

REVISIONS	No.	DATE	BY

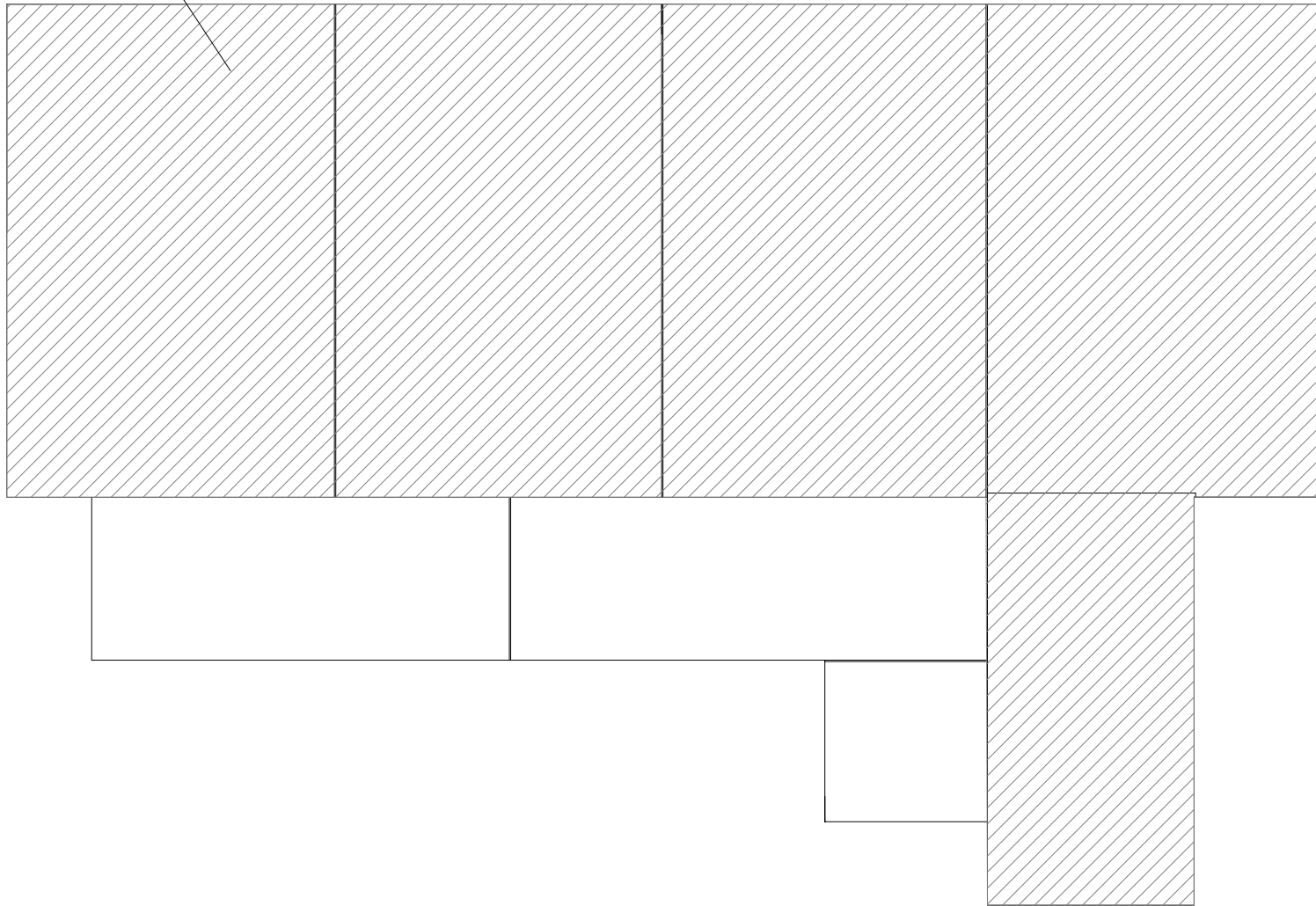
Item 12.

NOTES:


CITY OF SHEBOYGAN MUNICIPAL SERVICE BUILDING 2025 ROOF REPLACEMENT PROJECT



AREA OF WORK

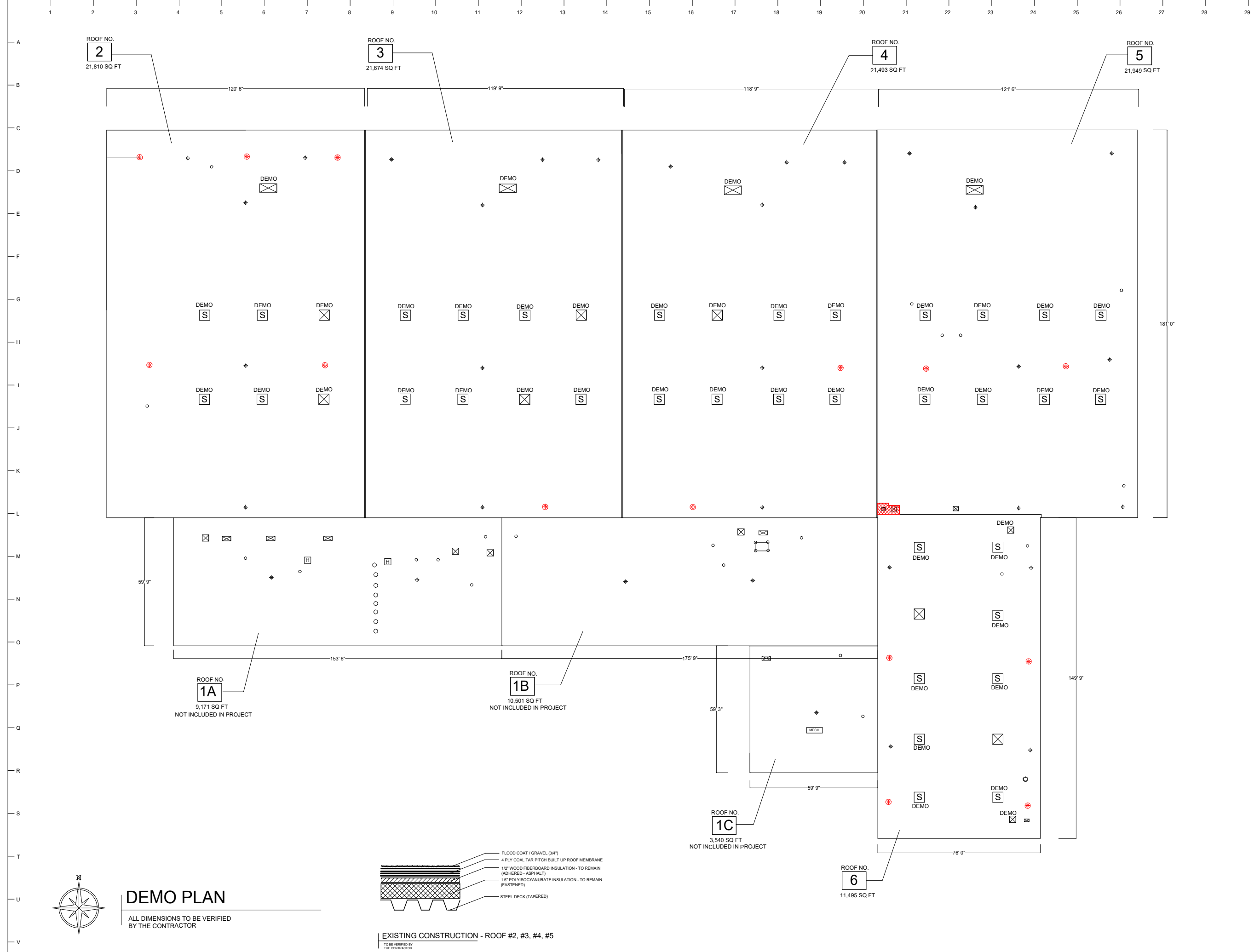


SHEET INDEX
R1.0 COVER SHEET - MUNICIPAL SERVICE BUILDING OVERVIEW
R1.1 DEMO PLAN - ROOFS #2, #3, #4, #5 & #6
R1.2 ROOF PLAN - ROOFS #2, #3, #4, #5 & #6
R1.3 TAPERED PLAN - ROOFS #2, #3, #4, #5, & #6
R2.0 ROOF DETAILS - BUILT UP ROOF DETAILS
R2.1 ROOF DETAILS - BUILT UP ROOF DETAILS
NOVEMBER 15TH, 2024

GENERAL ROOFING NOTES
1. CONTRACTOR TO COORDINATE ALL DISCONNECTIONS & RECONNECTIONS OF ALL UTILITY LINES AND EQUIPMENT AS REQUIRED FOR NEW ROOFING WORK WITH OWNER.
2. MECHANICAL CONTRACTORS TO PERFORM ALL MECHANICAL WORK AS REQUIRED. ROOFING CONTRACTOR TO COORDINATE WITH MECHANICAL CONTRACTOR AND PROJECT SPECIFIER.
3. ROOFING CONTRACTOR TO REMOVE & REPLACE ALL DAMAGED VENT STACKS.
4. ROOFING CONTRACTOR TO PROVIDE NEW ROOF CRICKETS ON THE HIGH SIDE OF ALL ROOF PROJECTION CURBS.
5. ROOFING CONTRACTOR TO REMOVE & REPLACE ALL EXISTING DRAIN HARDWARE (NUTS, BOLTS, WASHERS)
6. IF NEW METAL FASCIA LEG LENGTH IS REQUIRED TO BE GREATER THAN 8", THEN A (2) PIECE FASCIA SYSTEM W/ EQUAL LEGS SHALL BE PROVIDED.
7. ROOFING CONTRACTOR SHALL PROVIDE NEW ALUMINUM GRAVEL GUARDS AROUND ALL DRAINS, IF GRAVEL OR BALLAST SURFACED IS SPECIFIED.
8. ROOFING CONTRACTOR SHALL PROVIDE NEW ROOFING WALKWAY PADS AT ALL ACCESS DOORS AND AT ALL MECH. EQUIPMENT.
9. ROOFING CONTRACTOR SHALL PROVIDE NEW ROOFING PADS UNDER ALL UTILITY PIPING SUPPORTS AS REQUIRED.
10. ROOFING CONTRACTOR SHALL PROVIDE NEW SPLASH BLOCKS AT THE BASE OF ALL DOWNSPOUTS
11. IF FLASHING IS BELOW 8", WOOD BLOCKING MUST BE ADDED TO THE MINIMUM 8" HEIGHT REQUIRED.
 BASE BID - ROOFS #2, #3, #4, #5, & #6 - 98,421 SQ FT



TREMCO
An FPM Company
PHONE: 920-450-5852



REVISIONS	No.	DATE	BY

Item 12.

NOTES:

ROOF SECTION	SQ. FT.
#2	21,810
#3	21,674
#4	21,493
#5	21,949
#6	11,495
TOTAL:	98,421 SQ. FT.

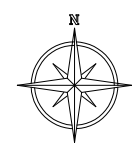
- 1) REMOVE ALL SKYLIGHTS AS SHOWN
- 2) INFILL WITH Z CHANNEL / NEW DECKING
- 3) REMOVE OBSOLETE EQUIPMENT / CURBS AS SHOWN AND INFILL
- 4) REMOVE TOP FASCIA CAP ON ALL ROOFS LEAVE BOTTOM LAYER OF FASCIA
- 5) REPLACE HARDWARE ON OLD DRAINS
- 6) REMOVE ROOFING MEMBRANE / GRAVEL AND PERIMETER FLASHINGS
- 7) REMOVE INSULATION 8' X 8' AROUND ALL EXISTING DRAINS AND PLANNED NEW DRAIN LOCATIONS

LEGEND:

- WET INSULATION
- SKYLIGHT (58" X 58")
- INTERNAL DRAINS
- NEW INTERNAL DRAINS
- VENT STACK PIPE
- CURB MOUNTED EQUIPMENT (VARIABLE SIZES)
- ACCESS HATCH
- HOT PIPE

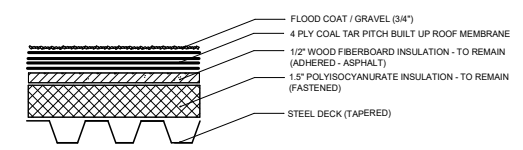


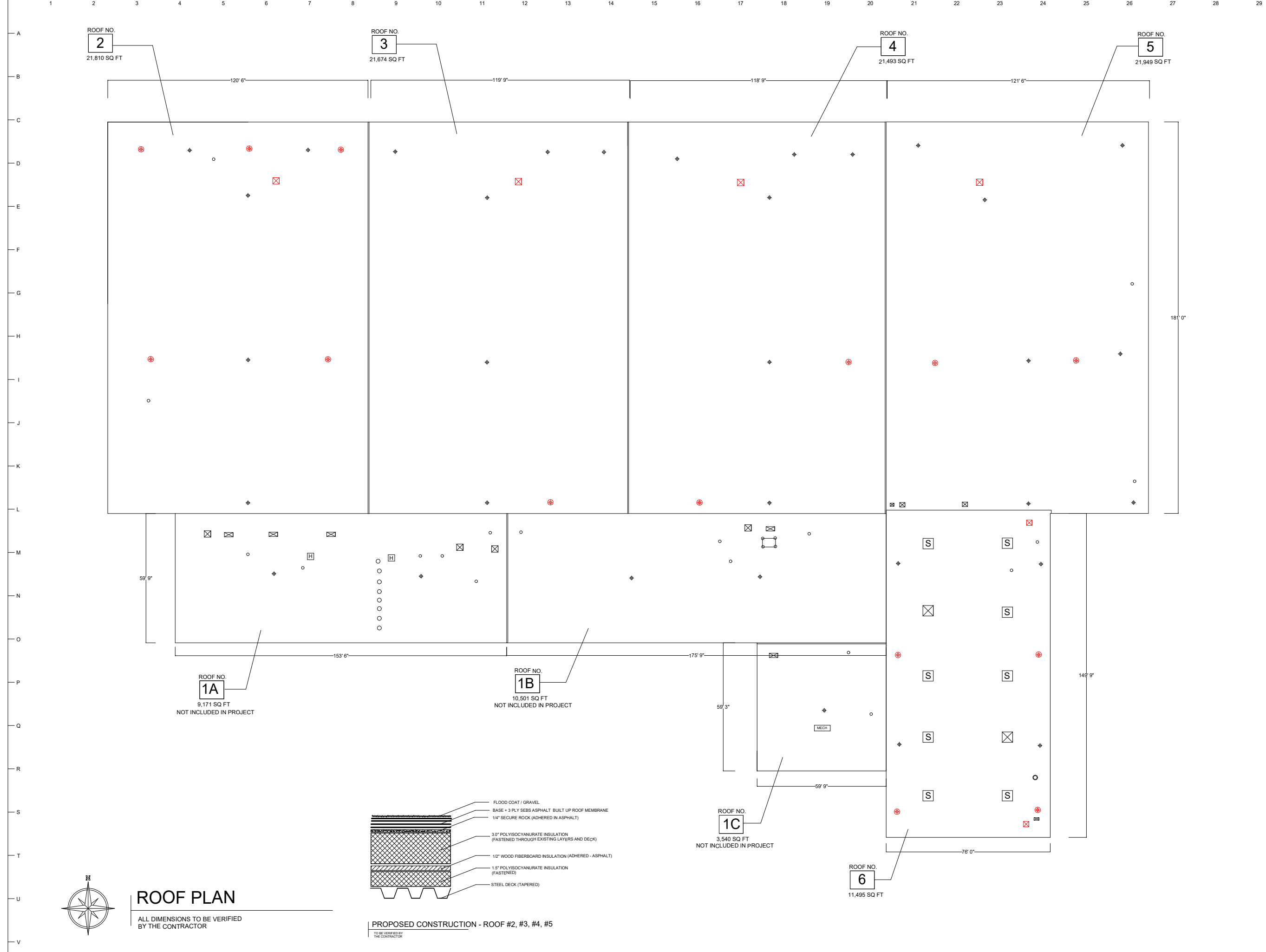
CUSTOMER: CITY OF SHEBOYGAN		
BUILDING: MUNICIPAL SERVICE BUILDING		
LOCATION: 2026 NEW JERSEY AVE, SHEBOYGAN, WI		
DRAWN BY EK	DATE DRAWN 09/01/2024	115 R1.1
APPROVED EK	SURVEY DATE 08/15/2024	



DEMO PLAN

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR





REVISIONS	No.	DATE	BY

Item 12.

NOTES:

ROOF SECTION	SQ FT
#2	21,810
#3	21,674
#4	21,493
#5	21,949
#6	11,495
TOTAL:	98,421 SQ FT

- 1) INSTALL NEW DRAIN SUMPS AS SHOWN ON TAPERED PLAN
- 2) INSTALL NEW BASE + 3 BUR MEMBRANE
- 3) INSTALL NEW LEADS AT DRAINS AND STACKS.

LEGEND:

- S SKYLIGHT (58" X 58")
- ◆ INTERNAL DRAINS
- ⊕ NEW INTERNAL DRAINS
- VENT STACK PIPE
- ⊠ EXISTING CURB MOUNTED EQUIPMENT
- ⊠ NEW CURB MOUNTED EQUIPMENT 36" CURBS
- ⊠ ACCESS HATCH
- HOT PIPE

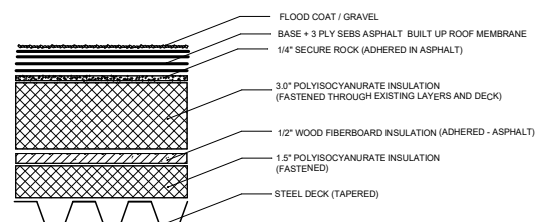


CUSTOMER: CITY OF SHEBOYGAN		
BUILDING: MUNICIPAL SERVICE BUILDING		
LOCATION: 2026 NEW JERSEY AVE, SHEBOYGAN, WI		
DRAWN BY EK	DATE DRAWN 09/01/2024	116 R1.2
APPROVED BY EK	SURVEY DATE 08/15/2024	



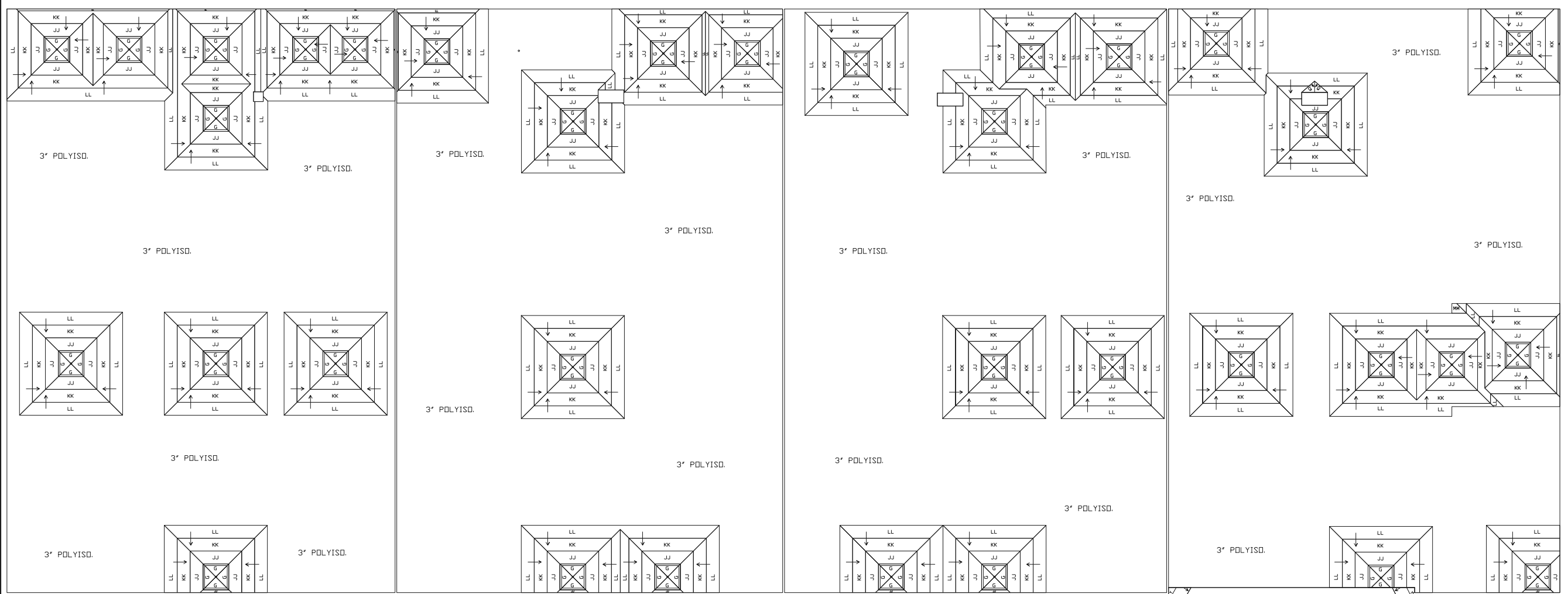
ROOF PLAN

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR



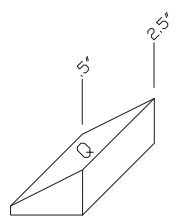
PROPOSED CONSTRUCTION - ROOF #2, #3, #4, #5

TO BE VERIFIED BY THE CONTRACTOR

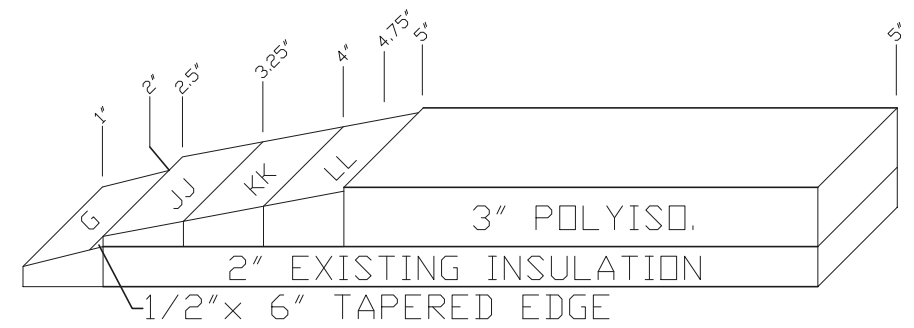
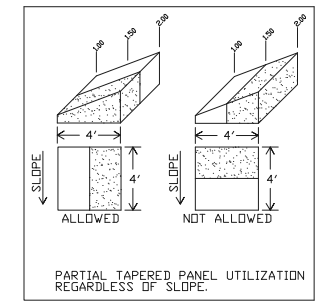


ROOF PLAN

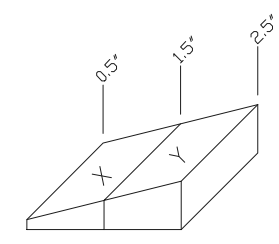
SCALE: 1/16"=1'-0"



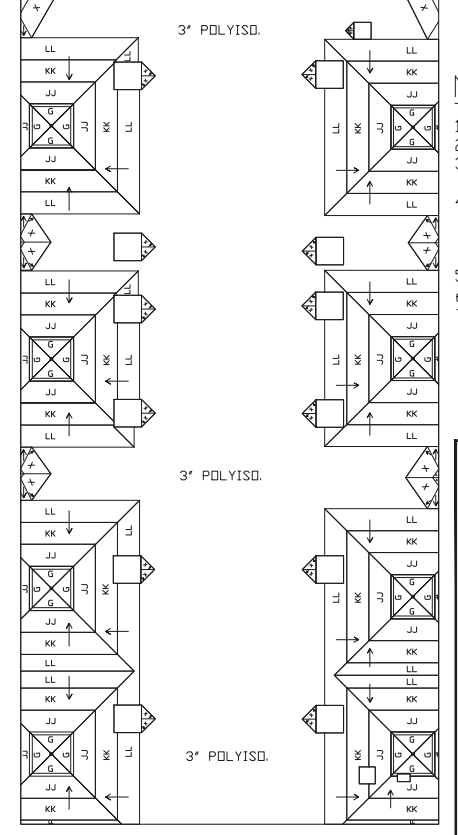
CRICKET SECTION
1/2"/FT.
N.T.S.



SUMP SECTION
3/16"/FT.
N.T.S.



CRICKET SECTION
1/4"/FT.
N.T.S.



NOTES:

1. TAPERED SLOPE = STRUCTURAL
2. SUMP SLOPE = 3/16"/FT.
3. ELEVATIONS SHOWN DO NOT INCLUDE AN OVERLAY BOARD.
4. CONTRACTOR TO FURNISH AND INSTALL CRICKETS AT THE HIGH SIDES OF ALL ROOF PENETRATIONS IF NOT SHOWN ON THE ROOF PLAN
5. AVERAGE R-VALUE = 14.74 OVERALL.
6. TOTAL ROOF AREA INCLUDED = 98,421 SQ. FT.
7. LACED VALLEYS ARE NOT PERMITTED. ALL VALLEY PANELS TO BE FIELD CUT. CUT OFF PORTION OF THE PANEL MAY BE USED AS A RIDGE PANEL.

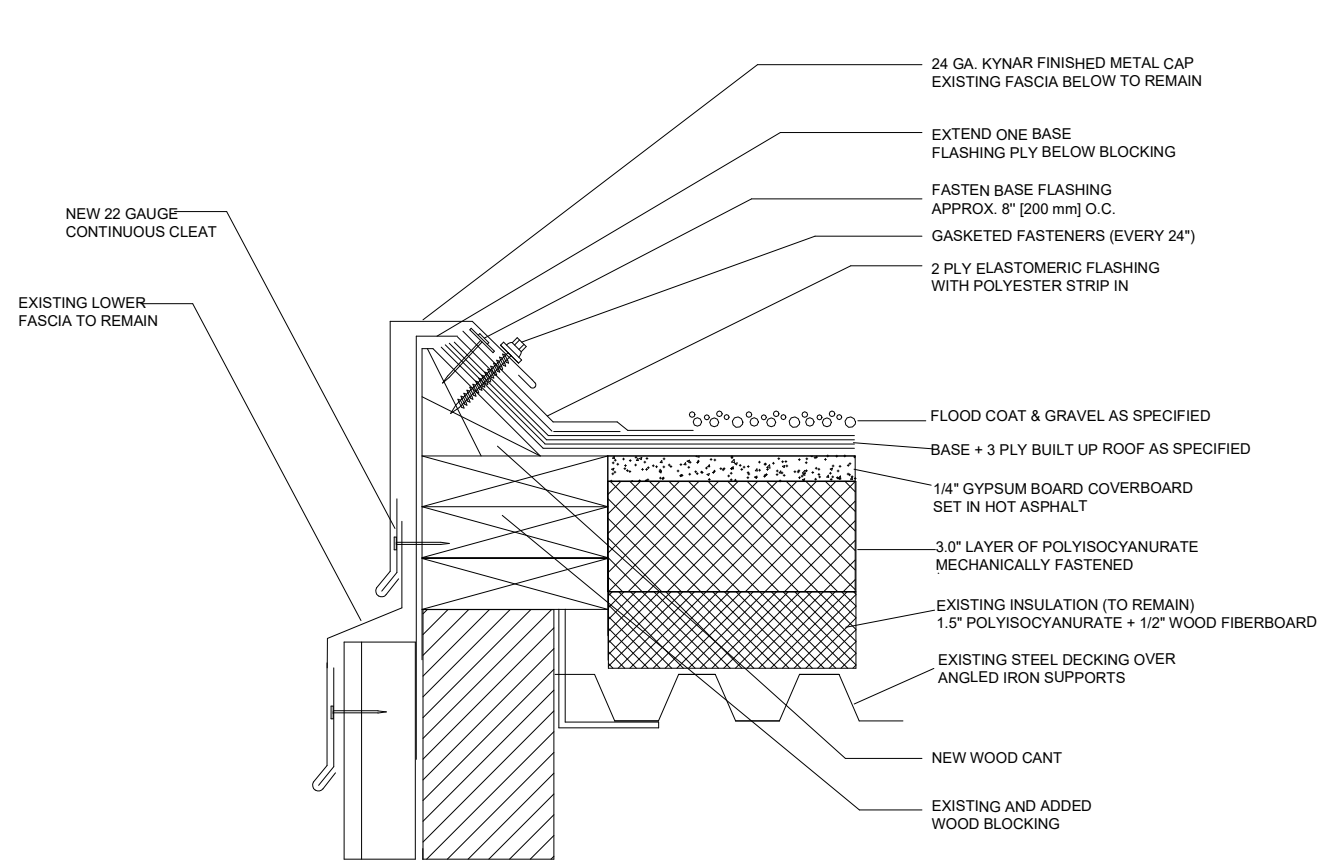
PROPOSED TAPERED LAYOUT FOR:
CITY OF SHEBOYGAN
MUNICIPAL SERVICE BUILDING

TREMCO

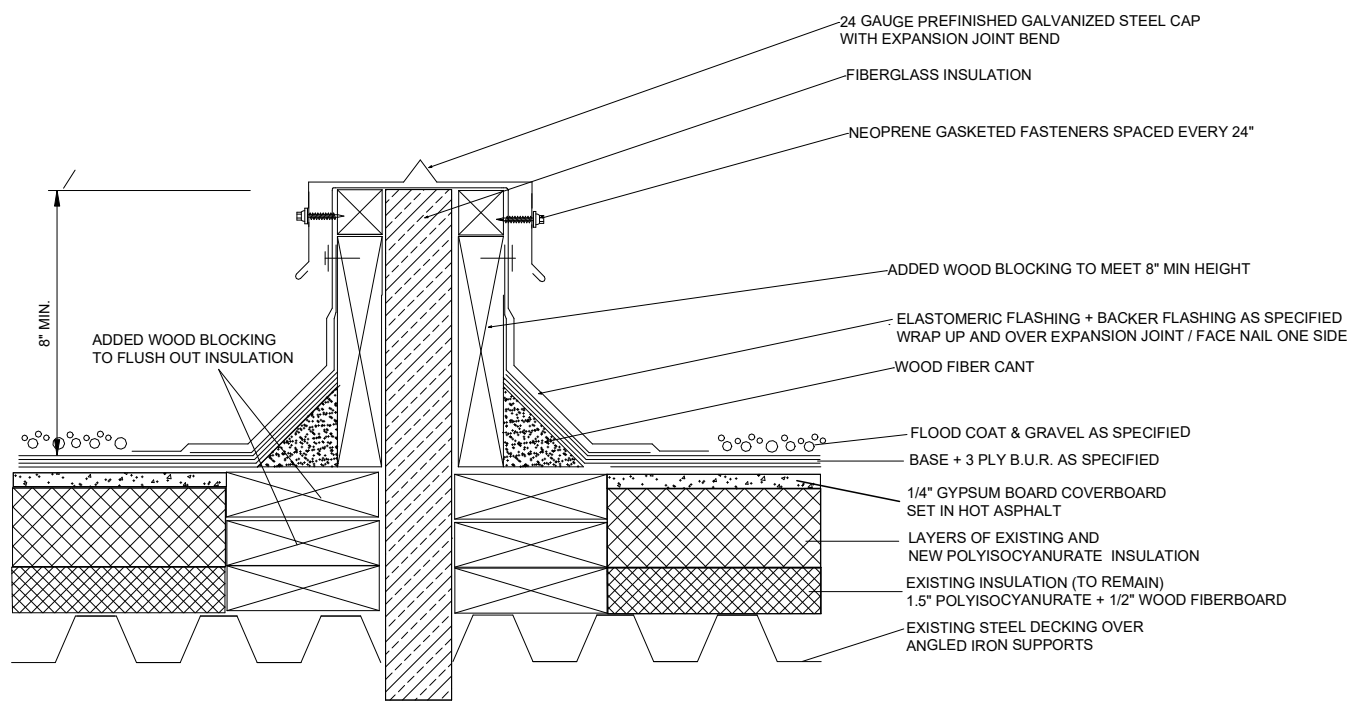
DATE:
9/15/24
DRAWN BY:
A.J.P.

1 OF 1

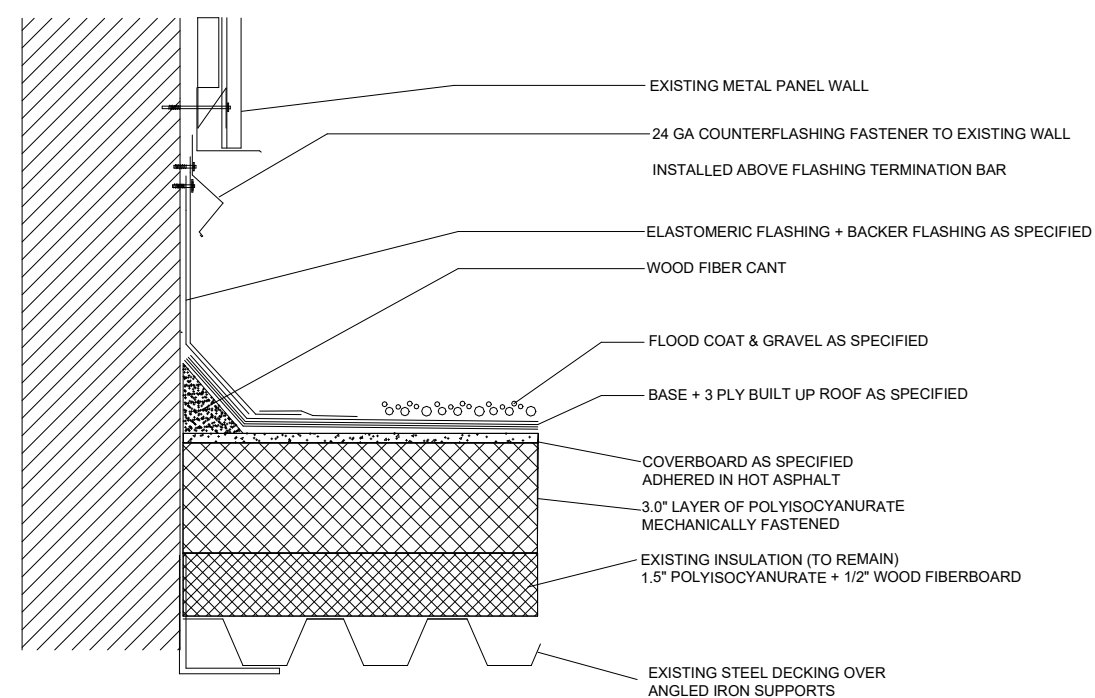
REVISIONS:
10/22/24
R1.3
PROJECT #
80176-R1



#1 RAISED METAL EDGE DETAIL (PERIMETER)
SCALE: NTS



#2 EXPANSION JOINT DETAIL
SCALE: NTS



#3 COUNTERFLASHING AT EXISTING METAL WALL PANEL
SCALE: NTS

Item 12.

NOTES:

LEGEND:



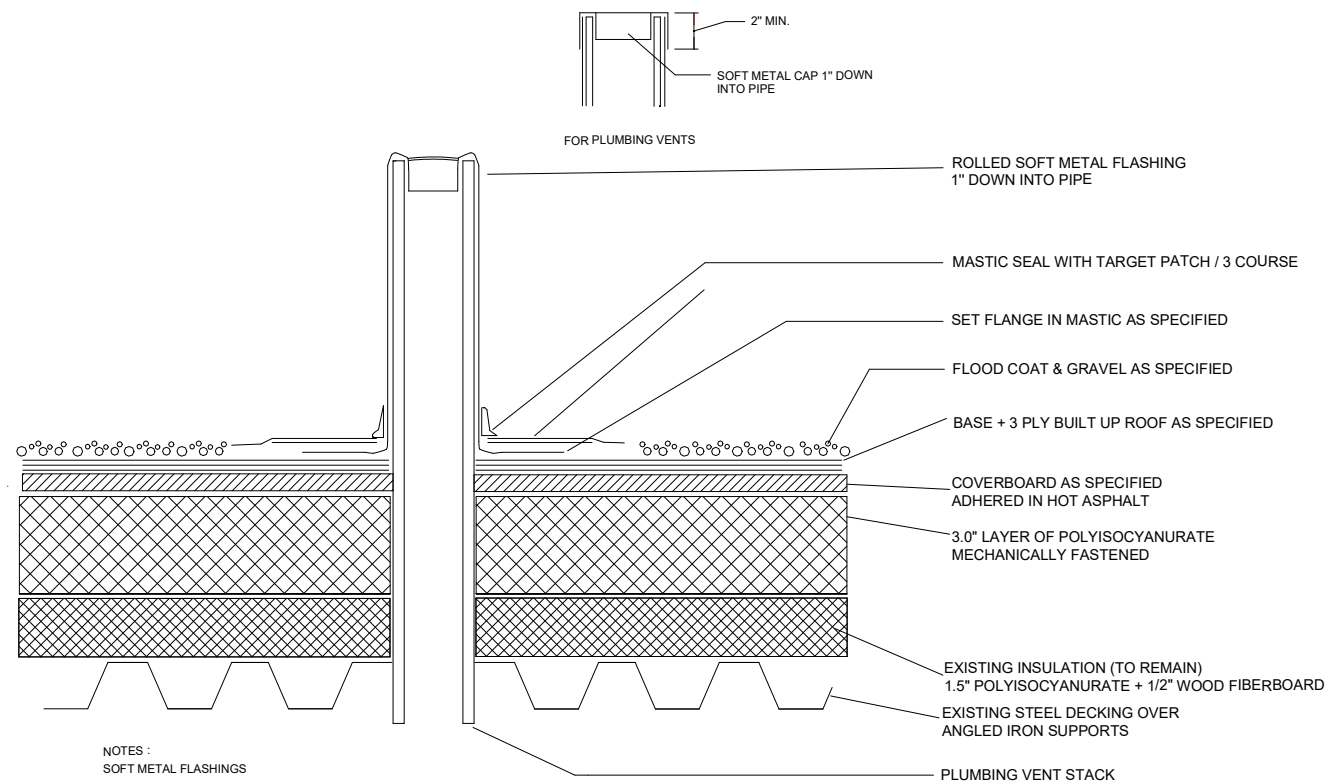
CUSTOMER:		CITY OF SHEBOYGAN	
BUILDING:		MUNICIPAL SERVICE BUILDING	
LOCATION:		SHEBOYGAN, WI	
DRAWN BY	DATE DRAWN	118	NAME
EK	11/15/2024		
APPROVED			R2.0
EK			

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR

REVISIONS	No.	DATE	BY
Item 12.			

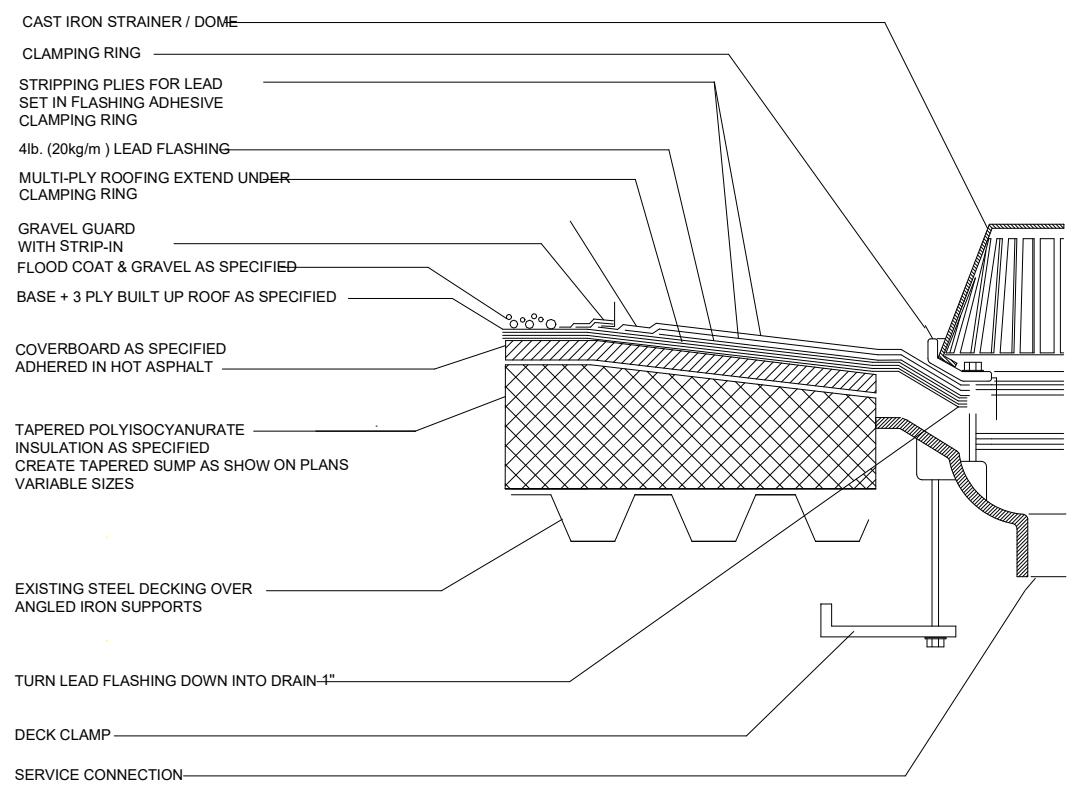
NOTES:

LEGEND:

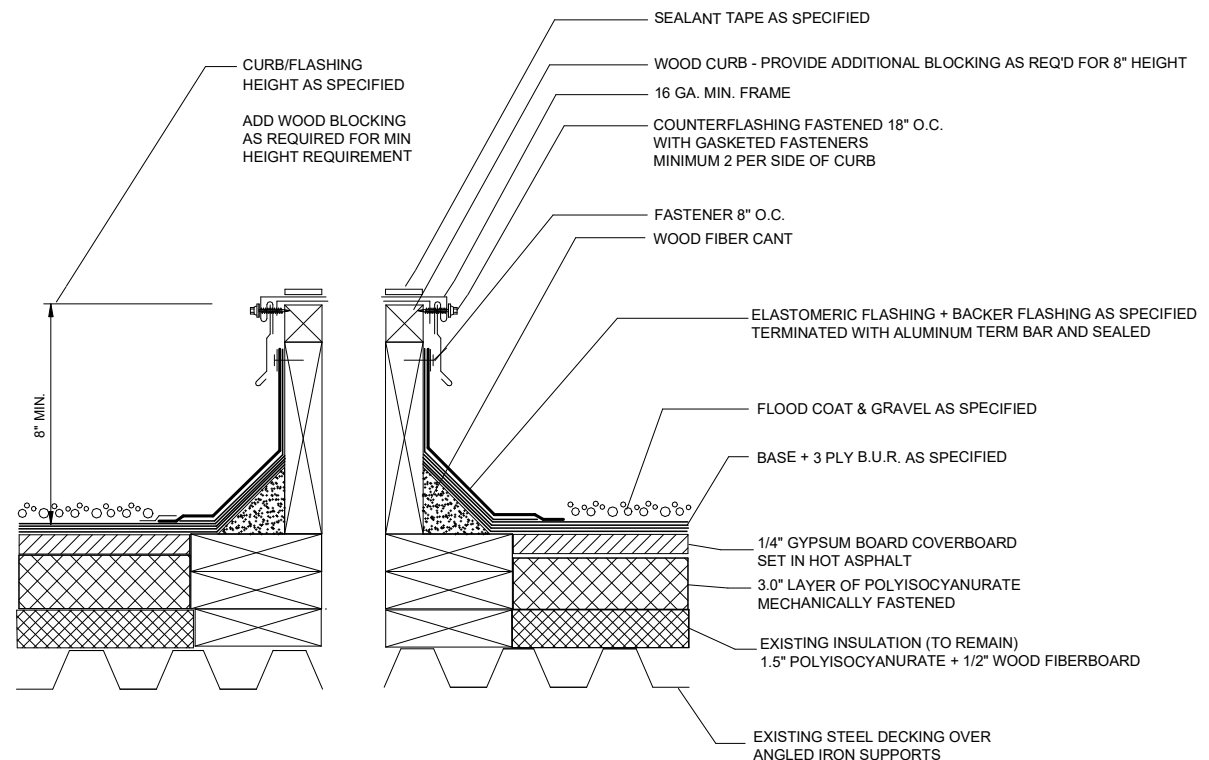


NOTES:
SOFT METAL FLASHINGS
1. SHEET LEAD MINIMUM 4 LB. (20kg/m) PER SQ.FT.
2. SHEET COPPER MINIMUM 16 OZ. IF COPPER FLASHING IS INSTALLED OVER AN IRON OR STEEL PIPE, WRAP AN ASPHALT COATED ROOFING FELT TO PREVENT DIRECT CONTACT BETWEEN TWO DISSIMILAR METALS.

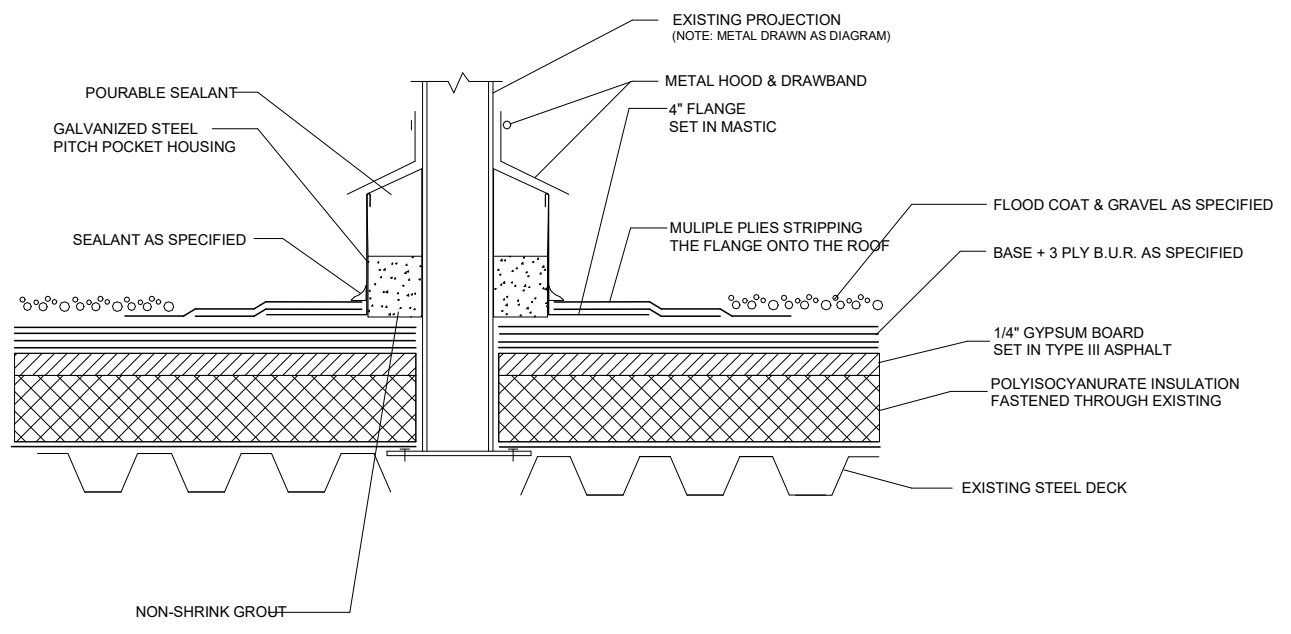
#1 PLUMBING VENT STACK DETAIL
SCALE: NTS



#2 DRAIN DETAIL
SCALE: NTS



#3 EQUIPMENT CURB FLASHING DETAIL
SCALE: NTS



#4 PITCH POCKET DETAIL
SCALE: NTS

TREMCO
An RPM Company

CUSTOMER: CITY OF SHEBOYGAN
BUILDING: MUNICIPAL SERVICE BUILDING
LOCATION: SHEBOYGAN, WI

DRAWN BY: EK
DATE DRAWN: 11/15/2024
APPROVED BY: EK

119 NAME
R2.1

Erik Krumholz, Senior Field Consultant
P.O. Box 24 • Sheboygan, WI • 920-450-5852



December 10th, 2024

To: Bidding Contractors

Re: City of Sheboygan – Municipal Service Building Roof Replacement Project
Addendum #1 of 1 - Close of Questions

Please add the following changes / items / information to your project specification / plan package dated November 15th, 2024.

Questions during and after PreBid Walkthrough:

- 1) "The City Hall Lobby Hours are only open until 11:30, the bid is listed to be due at 1:00 PM?"

We will change the bid due date time to 11:00 AM Sealed Bid Delivery to City Hall, 828 Center Ave, Room #110, Sheboygan, WI C/O Bernie Rammer.

There will be a public opening at 11:00 in the lobby conference room. Bid results will be provided via email later in the afternoon.

- 2) "What is the fastening pattern of the insulation boards for all the roofing areas?"

Fastening pattern is to be 8 fasteners per 4 x 8 sheet of roof insulation. 50% more additional fasteners are to be installed at the perimeters. 100% more additional fasteners are to be installed in the 8' x 8' corners of each roof.

- 3) The skylight frames looks to have a significant steel angle base (to remain) that likely rises above the deck profile making installation of the deck infill Z channels difficult.

Installation of an additional few inches of roofing around each skylight will be required and new courses of 2 x 4 blocking (likely 2) installed around the steel frame of each skylight. The new blocking will be anchored into the steel deck, flushing out the steel frame and provide an attachment point for the Z channels. (See enclosed detail sheet R2.2)

- 4) "The fascia appears to be close to 8", but may be closer to 9". Will a two piece fascia be required if less than 9?"

If the fascia is less than 9" a one piece fascia will be accepted.

- 5) Asbestos Testing Results is attached. None Detected

END OF ADDENDUM #1 OF 1

ekrumholz@tremcoinc.com • www.tremcoroofing.com

MICRO ANALYTICAL, INC.

11521 West North Avenue
Milwaukee, WI 53226
(414) 771-0855

BULK ASBESTOS ANALYTICAL REPORT
Utilizing PLM and Dispersion Stain Technique

Customer: Tremco
3735 Green Rd.
Beachwood , OH 44122

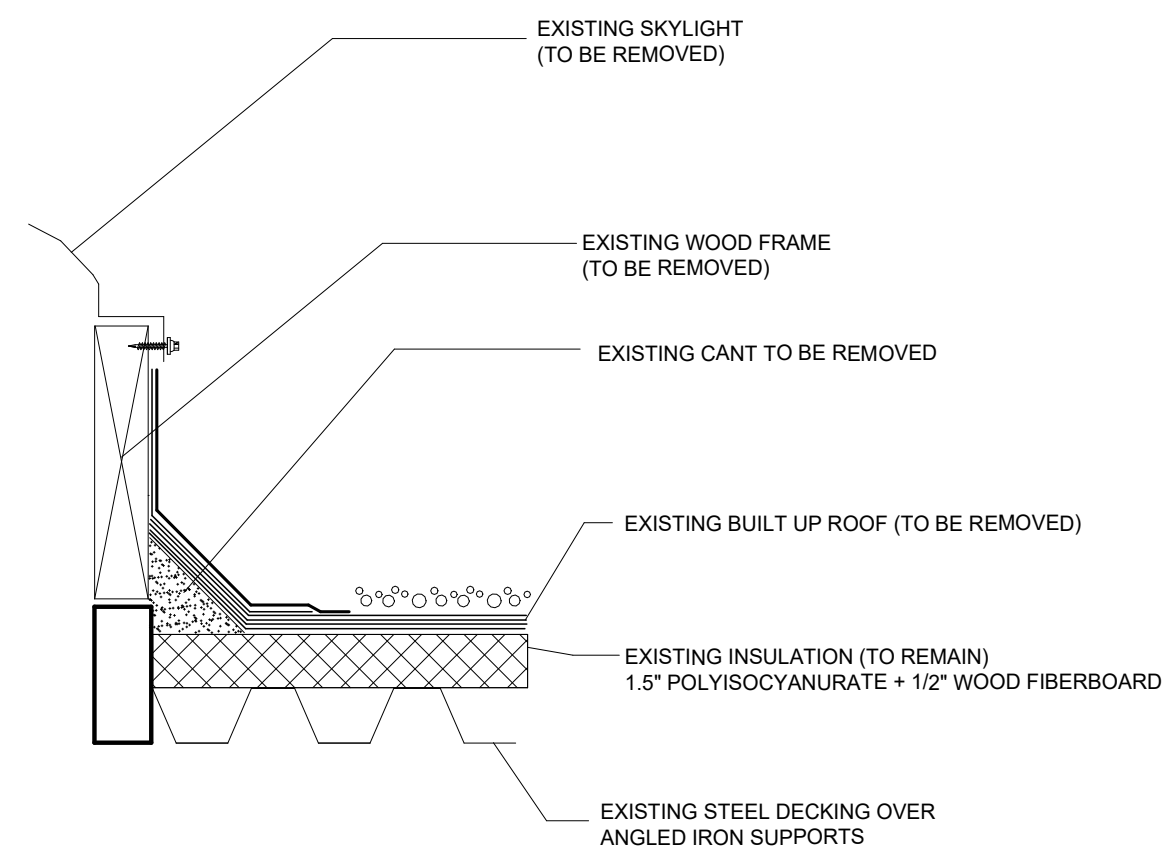
Report #: 225002
Received: 02-Dec-24
Analyzed: 06-Dec-2024

Job ID: City of Sheboygan

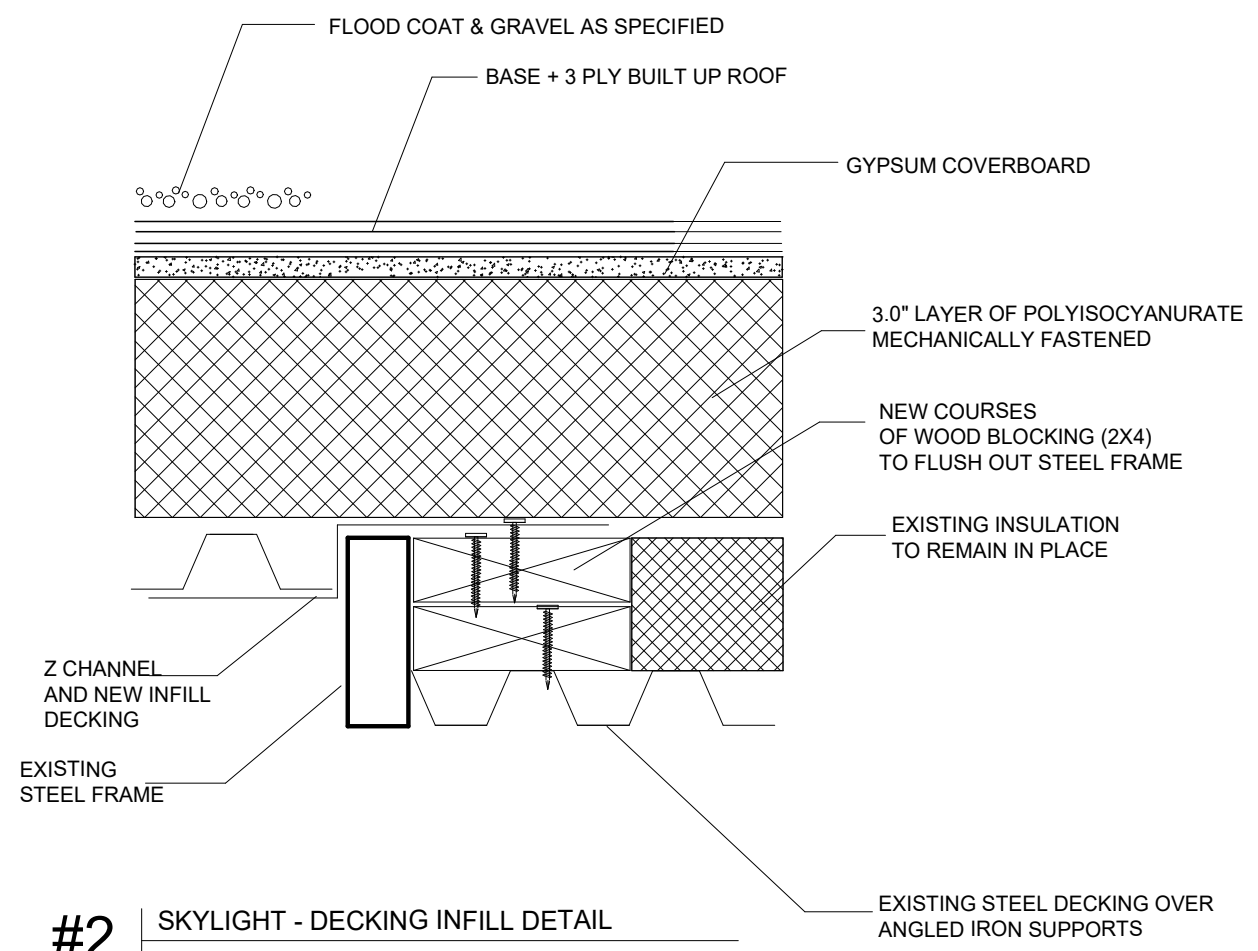
Sample ID	% Asbestos	Non-Asbestos Fibrous Components	Non-Fibrous Components	Color	Texture
MSB FLASH	None Detected	5% Synthetic Fiber	95%	Black	Resinous
MSB MEMB	None Detected	15% Cellulose	85%	Black	Resinous

Analyzed By: Aaron Engelman

Test method: EPA/600/R-93/116 and EPA - Appendix E to Subpart E of 40 CFR Part 763. Quantitation is done by Calibrated Visual Estimation which has an accepted Relative Percent Difference of 35. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. This test report relates only to the items tested and shall not be reproduced except in full, without the written approval of MICRO ANALYTICAL, INC.



#1 EXISTING SKYLIGHT CONDITION
SCALE : NTS



#2 SKYLIGHT - DECKING INFILL DETAIL
SCALE : NTS

REVISIONS	No.	DATE	BY

Item 12.

NOTES:

LEGEND:



CUSTOMER: CITY OF SHEBOYGAN		
BUILDING: MUNICIPAL SERVICE BUILDING		
LOCATION: SHEBOYGAN, V		
DRAWN BY EK	DATE DRAWN 11/15/2024	NAME 122
APPROVED EK		R2.2

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR

Erik Krumholz, Senior Field Consultant
P.O. Box 24 • Sheboygan, WI • 920-450-5852



December 11th, 2024

To: Bidding Contractors

Re: City of Sheboygan – Municipal Service Building Roof Replacement Project
Addendum #2 of 2 - Close of Questions / Final Items

Please add the following changes / items / information to your project specification / plan package dated November 15th, 2024.

Final Questions / Reminders:

- 1) "Is a Building Permit from the City of Sheboygan Building Inspection Department Required? "

Yes. A Building Permit is required and the cost of it should be included in the bid proposal. A Building Permit must be attained by the awarded contractor prior to any work. This permit is to cover all work required for the project excluding plumbing which will require a separate plumbing permit for the plumbing subcontractor. Additionally, the successful bidder must attain an active Contractor Certificate license from the City of Sheboygan prior to the permit being issued.

***Permit costs are \$10.00 per \$1,000.00 of project cost (amount of bid proposal).
License costs are \$125.00 per year (\$100.00 license fee / \$25.00 application fee).***

If there are any further questions, please contact the City of Sheboygan Building Division at 920-459-3477.

- 2) **Reminder:** Bid bond (5%) is required at the time of bid submittal. 100% payment and performance bond is required of the successful bidder.

Sealed Bids are Due Friday, December 13th, 2024 – 11:00 AM at City Hall

END OF ADDENDUM #2 OF 2

ekrumholz@tremcoinc.com • www.tremcoroofing.com

Form A: Signature and Non-Collusion Affidavit

RFB: MUNICIPAL SERVICE BUILDING ROOF

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.

Kaschak Roofing, Inc
COMPANY NAME


SIGNATURE

12/10/21
DATE

Jason Kaschak
PRINT NAME OF PERSON SIGNING


Form B: Receipt of Forms and Submittal Checklist
RFB: MUNICIPAL SERVICE BUILDING ROOF

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	JK
Form B: Receipt of Forms and Submittal Checklist	JK
Form C: Vendor Profile	JK
Form D: Cost Proposal	JK
Form E. References	JK

Kaschak Roofing, Inc.
COMPANY NAME


SIGNATURE

Form C: Vendor Profile
RFB: MUNICIPAL SERVICE BUILDING ROOF

COMPANY INFORMATION

This form must be returned with your response.

COMPANY NAME (Make sure to use your complete, legal company name.) Kaschak Roofing, Inc.			
FEIN 80-0790210	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.) Nick Craig	TITLE Project Manager		
TELEPHONE NUMBER 414-916-4541	FAX NUMBER		
EMAIL Nick@kaschakroofing.com			
ADDRESS 2301 W Purdue St.	COUNTY Milwaukee	STATE WI	ZIP 53209

ORDERS/BILLING CONTACT

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

CONTACT NAME Cassie Oden	TITLE Controller		
TELEPHONE NUMBER 414-763-1189	FAX NUMBER		
EMAIL admin@kaschakroofing.com			
ADDRESS 2301 W. Purdue St.	COUNTY Milwaukee	STATE WI	ZIP 53209

Form D: Cost Proposal
RFB: MUNICIPAL SERVICE BUILDING ROOF

This form must be returned with your response.

We propose to provide all travel, labor, materials tool, equipment for the replacement of the Municipal Service Building roof sections #2, #3, #4, #5 and #6 and related systems in accordance with the plans and specifications.

BASE BID: \$ 2,089,900.00

TIME AND MATERIALS RATES FOR WORK UNFORESEEN:

ROOFING HOURLY RATE: \$ 85.00 / HOUR

MARK UP OF MATERIALS / SUB-CONTRACTORS: 15 %

We Acknowledge Receipt of the following Addenda

#1 DATED Dec 10th

#2 DATED Dec 11th

#3 DATED _____

Further, based upon current lead times and schedules in effect at the time of this writing we would anticipate commencement of the project on or about Spring, _____ 2025.

Kascheh Roofing

COMPANY NAME

[Signature]

SIGNATURE

12/11/24

DATE

END OF COST PROPOSAL FORM

Form E: References

RFB: MUNICIPAL SERVICE BUILDING ROOF

This form must be returned with your response.

REFERENCE #1 - CLIENT INFORMATION			
COMPANY NAME Industrial Roofing Services		CONTACT NAME Dave Angrove	
ADDRESS 13000 W. Silver Spring Dr.	COUNTY Butler	STATE WI	ZIP 53607
TELEPHONE NUMBER 414-477-4520	FAX NUMBER		
EMAIL DaveA@IRSroof.com			
Manufacturer & Model		Delivery date	
Notes			

REFERENCE #2 - CLIENT INFORMATION			
COMPANY NAME Tremco		CONTACT NAME Erik Krumholz	
ADDRESS 3735 Green Rd	COUNTY Beachwood	STATE OH	ZIP 44122
TELEPHONE NUMBER 920-450-9892	FAX NUMBER		
EMAIL EKrumholz@tremcoinc.com			
Manufacturer & Model		Delivery Date	
Notes			

REFERENCE #3 - CLIENT INFORMATION			
COMPANY NAME Specialty Engineering Group		CONTACT NAME Bruce Flater	
ADDRESS W7008 Mantwoc Rd	COUNTY Menasha	STATE WI	ZIP
TELEPHONE NUMBER 920-205-3571	FAX NUMBER		
EMAIL bflater@str-seg.com			
Manufacturer & Model		Delivery Date	
Notes			

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
KASCHAK ROOFING, INC.
2301 W. PURDUE STREET
MILWAUKEE, WI 53209

SURETY:
(Name, legal status and principal place of business)
**SWISS RE CORPORATE SOLUTIONS
AMERICA INSURANCE CORPORATION**
1200 MAIN ST. SUITE 800
KANSAS CITY, MO 64105-2478

OWNER:
(Name, legal status and address)
CITY OF SHEBOYGAN
828 CENTER ST.
SHEBOYGAN, WI 53081

BOND AMOUNT: Ten Percent of the Amount of the Attached Bid ——(10%)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.


PROJECT:
(Name, location or address, and Project number, if any)
Municipal Service Building Roof Replacement
2026 New Jersey Ave
Sheboygan, WI 53081

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

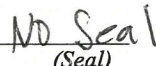

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of December, 2024




(Witness)

KASCHAK ROOFING, INC. 
(Principal) _____
(Title)  Owner



(Witness)

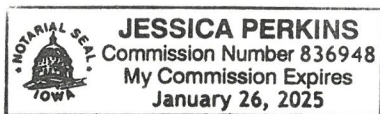
SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION
(Surety)  _____
(Title) Lauren Bruns, Attorney-in-Fact 

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

ACKNOWLEDGMENT OF SURETY

State of Iowa)
County of Polk)

On this 13th day of December, 2024, before me personally appeared Lauren Bruns to me known, who, being by me duly sworn, did depose and say: that s/he resides at Cedar Falls, IA, that s/he is the Attorney-In-Fact of Swiss Re Corporate Solutions America Insurance Corporation, the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

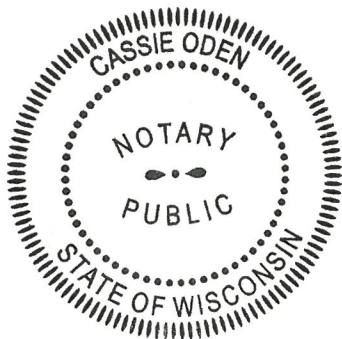


Jessica Perkins
Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of WI
County of Milwaukee

On this 13th day of December, 2024, before me personally appeared Jason Kaschak, to me known, who being by me first duly sworn, did depose and say that s/he resides in Dak Creek, WI that s/he is the Owner of Kaschak Roofing, Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the corporate seal of said corporation, that the corporate seal affixed to said instrument is such corporate seal, that it was so affixed by order and authority of the Board of directors of said corporation, and that s/he signed his/her name thereto by like order and authority.



Cassie Oden
Notary Public

My Commission expires 7/24/28

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

CARL GODZIEK, SEAN McBRIDE, SAMANTHA BODDICKER, LAUREN BRUNS, EMILI CAIN and JORDAN EDWARDS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 25TH day of SEPTEMBER, 20 23

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook

On this 25TH day of SEPTEMBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of December, 20 24.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

CITY OF SHEBOYGAN MSB - ROOF REPLACEMENT PROJECT BID TABULATIONS
DECEMBER 13TH, 2024 - 11:00 AM

BID COSTS:	FJA CHRISTIANSEN ROOFING	KASCHAK ROOFING	LANGER ROOFING
TOTAL BID PROPOSAL AMOUNT	\$ 2,718,760.00	\$ 2,089,900.00	\$ 2,388,000.00
Noted Addendum	2 of 2	2 of 2	2 of 2
D. Labor (\$/hr)	\$ 115.00	\$ 85.00	\$ 115.00
E. Markup (%)	15%	15%	15%
BID SECURITY - 5% Bid Bond	X	X	X

BID COSTS:	NMR	PIONEER ROOFING	ROBERTS RESTORATION	WALSDORF ROOFING
TOTAL BID PROPOSAL	\$ 2,718,595.00	\$ 2,650,816.00	NO BID	\$ 2,278,278.00
Noted Addendum	2 of 2	2 of 2	-	2 of 2
D. Labor (\$/hr)	\$ 107.00	\$ 140.00	-	\$ 109.00
E. Markup (%)	18%	20%	-	17%
BID SECURITY - 5% Bid Bond	X	X	-	X

**CITY OF SHEBOYGAN
INSURANCE REQUIREMENTS**

**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
R. C. 209-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

FEBRUARY 3, 2025.

Your Committee to whom was referred R. O. No. 101-24-25 by Fire Chief Eric Montellano pursuant to section 24-459 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Fire Department, for the period commencing October 1, 2024 and ending December 31, 2024; recommends filing the report.

Committee:

_____	_____
_____	_____
_____	_____

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
R. O. 101-24-25**

BY FIRE CHIEF (ERIC MONTELLANO).

JANUARY 20, 2025.

Pursuant to section 24-459 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department, for the period commencing October 1, 2024 and ending December 31, 2024.

2024 END OF YEAR REPORT

	2022 EOY	2023 EOY	2024 EOY
<u>Incident Types</u>			
Fires	92	87	80
Rescue & EMS	5,170	5,147	5,533
Non-Fires	1,558	1,409	1,465
TOTAL	6,820	6,643	7,078
<u>Incident Count Per Station</u>			
Station 1	2,003	2,032	2,161
Station 2	1,229	1,169	1,209
Station 3	1,677	1,652	1,824
Station 4	1,171	1,086	1,000
Station 5	609	556	640
Mutual Aid Given	131	85	76
Mutual Aid Received	54	56	22
Overlapping Calls (Percent)	64%	63%	70%
Overlapping Calls (Count)	4,380	4,215	4,938
<u>Fire Loss</u>			
Incidents	61	60	67
Pre Incident Value	\$ 163,942,270	\$ 59,645,278	\$ 71,492,085
Property Loss	\$ 887,790	\$ 745,460	\$ 322,395
Content Loss	\$ 1,115,910	\$ 205,730	\$ 87,070
Total Loss	\$ 2,003,700	\$ 951,190	\$ 409,465
Average Loss	\$ 32,848	\$ 15,853	\$ 6,111
Property Saved	\$ 161,938,570	\$ 58,694,088	\$ 71,082,620
<u>Workload</u>			
Inspections	2,742	2,556	2,358
School Safety Programs (Students)	3,148	3,118	3,090
Public Events	56	105	112
Station Tours	9	16	42
Installed Smoke Alarms	82	79	96
Fire Training Hours	4,981	17,060	17,548
EMS Training Hours	2,072	2,333	2,724
Investigations	84	78	75
<u>Effectiveness</u>			
ISO Rating	2	2	2

**CITY OF SHEBOYGAN
R. C. 210-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

FEBRUARY 3, 2025.

Your Committee to whom was referred Direct Referral R. O. No. 104-24-25 Police Chief Kurt Zempel pursuant to section 30-50 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the police department for the period commencing October 1, 2024 and ending December 31, 2024; recommends filing the report.

Committee:

_____	_____
_____	_____
_____	_____

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
R. O. 104-24-25
DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

BY POLICE CHIEF KURT ZEMPEL.

JANUARY 29, 2025.

Pursuant to section 30-50 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing October 1, 2024 and ending December 31, 2024.

	<u>Y-T-D</u> <u>12/31/24</u>	<u>Y-T-D</u> <u>12/31/23</u>	<u>2024</u> <u>Goals</u>	<u>2023</u> <u>Actual</u>	<u>2022</u> <u>Actual</u>
<u>Patrol and Investigations</u>					
Murder & Non-Negligent	2	0	0	0	0
Manslaughter					
Manslaughter by Negligence	0	0	0	0	0
Sex Offenses - Forcible	62	50	60	50	55
Sex Offenses - Non-Forcible	22	10	15	10	11
Aggravated Assault	152	117	100	117	110
Select Crimes Against Persons Total	238	177	200	177	176
Robbery	3	8	10	8	11
Burglary	42	65	100	65	65
Theft/Larceny	568	585	800	585	597
Motor Vehicle Theft	19	19	30	19	29
Arson	2	2	10	2	10
Select Crimes Against Property Total	634	679	950	679	712
Percent of Offenses Cleared	70%	61%	70%	61%	60%
Value of Property Stolen	\$910,960	\$451,440	\$500,000	\$451,440	\$684,397
Value of Property Recovered	\$407,475	\$305,082	\$200,000	\$305,082	\$340,673
Percent of Stolen Recovered	45%	68%	40%	68%	50%
Accident Investigations	1,433	1,390	1,500	1,390	1,418
Traffic Stops	5,335	5,382	No Goal	5,382	5,799
Traffic Arrests	3,842	3,897	No Goal	3,897	3,856
Other Arrests	2,986	2,943	No Goal	2,943	3,074
Speed Trailer Deployments	15	10	20	10	12
HVEE Deployments	416	210	12	210	68
Parking Tickets Issued	9,174	8,274	10,000	8,274	8,366
Bicycles Recovered	161	198	150	198	152
Involuntary Commitments	51	110	No Goal	110	138
<u>Administration</u>					
District Attorney Request for Digital Evidence	975	1,156	2,750	1,156	1,078
Open Records Requests	5,855	6,045	4,000	6,045	6,688
Nixle Messages Sent	48	60	250	60	92
Press Releases	16	15	50	15	23
Tweets	38	61	350	61	126
Facebook Followers	22,107	18,503	19,000	18,503	17,515
Reported Crime Maps	96	98	104	98	87
Crime Comparison Reports	22	25	26	25	20

**CITY OF SHEBOYGAN
R. C. 212-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

FEBRUARY 3, 2025.

Your Committee to whom was referred pursuant to R. O. No. 102-24-25 by City Clerk submitting various license applications; recommends granting the License applications No. 3709 and 3553 and the Change of agent for CVS Pharmacy.

Committee:

_____	_____
_____	_____
_____	_____

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
R. O. 102-24-25**

BY CITY CLERK.

JANUARY 20, 2025.

Submitting various license applications.

CHANGE OF AGENT

Lisa A. Metz is replacing Anthony J. Marx as agent effective immediately for CVS Pharmacy #10549 located at 1108 N. 14th Street.

“CLASS B” LIQUOR LICENSE (June 30, 2025)(NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2121	C & G Xiong’s LLC (C & G Bar Lounge)	819 Michigan Avenue
3709	Chiang Mai Garden, LLC (Chiang Mai Garden)	823 Michigan Avenue
3553	Watershed Hotel Group LLC (Watershed Hotel)	838 N. 15 th Street

**CITY OF SHEBOYGAN
R. O. 111-24-25**

BY CITY PLAN COMMISSION.

FEBRUARY 3, 2025.

Your Commission to whom was referred Gen. Ord. No. 34-24-25 by Alderperson Belanger amending section 105-1006 of the Sheboygan Municipal Code so as to remove responsibility for the Housing Rehabilitation Load Program from the Historic Preservation Commission; recommends adopting the Ordinance.

**CITY OF SHEBOYGAN
ORDINANCE 34-24-25**

BY ALDERPERSON BELANGER.

JANUARY 20, 2025.

AN ORDINANCE amending section 105-1006 of the Sheboygan Municipal Code so as to remove responsibility for the Housing Rehabilitation Loan Program from the Historic Preservation Commission.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: **AMENDMENT** “Sec 105-1006 Historic Preservation Regulations And Housing Rehabilitation Loan Program” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 105-1006 Historic Preservation Regulations ~~And Housing Rehabilitation Loan Program~~

- (a) *Purpose and intent.* It is hereby declared a matter of public policy that the protection, enhancement, perpetuation and use of improvements or sites of special character or special architectural or historic interest or value is a public necessity and is required in the interest of the health, prosperity, safety and welfare of the people. The purpose of this section is to:
 - (1) Effect and accomplish the protection, enhancement and preservation of such improvements, sites and districts which represent or reflect elements of the city's cultural, social, economic, political and architectural history.
 - (2) Safeguard the city's historic, prehistoric and cultural heritage, as embodied and reflected in such historic structures, sites and districts.
 - (3) Stabilize and improve property values and enhance the visual and aesthetic character of the city.
 - (4) Protect and enhance the city's attractions to residents, tourists and visitors, and serve as a support and stimulus to business industry.
 - ~~(5) Provide for the administration of the city's housing rehabilitation loan program.~~
- (b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Certificate of appropriateness means the certificate issued by the historic preservation commission approving alteration, rehabilitation, construction, reconstruction or

demolition of a historic structure, historic site or any improvement in a historic district.

Commission means the city historic preservation/~~housing rehabilitation loan~~ commission.

Historic district means an area designated by the city council on recommendation of the commission, that contains two or more historic improvements or sites.

Historic site means any parcel of land of historic significance due to a substantial value in tracing the history or prehistory of man, or upon which a historic event has occurred, and which has been designated as a historic site under this section, or an improvement parcel, or part thereof, on which is situated a historic structure and any abutting improvement parcel, or part thereof, used as and constituting part of the premises on which the historic structure is situated.

Historic structure means any improvement which has a special character or special historic interest or value as part of the development, heritage or cultural characteristics of the city, state or nation and which has been designated as a historic structure pursuant to the provisions of this section.

Improvement means any building, structure, place, work of art or other object constituting a physical betterment of real property, or any part of such betterment, including streets, alleys, sidewalks, curbs, lighting fixtures, signs and the like.

- (c) *Historic preservation/~~housing rehabilitation loan~~ commission composition.* A historic preservation/~~housing rehabilitation~~ commission is hereby created, consisting of seven voting members. Of the membership, if available in the community, one shall be a registered architect; one shall be a historian; one shall be a licensed real estate broker; one shall be an alderperson; and three shall be citizen members with various backgrounds in areas such as finance, housing, construction and low-to-moderate income programs. The mayor shall appoint the commissioners subject to confirmation by the city council. Of the initial members so appointed, the alderperson and one other member shall serve a term of one year, two shall serve a term of two years, and three shall serve a term of three years, so as to stagger the terms. Thereafter, with the exception of the alderperson member whose term shall be one year, the term of each member shall be three years.
- (d) *Historic structure, historic site and historic district designation criteria.*
- (1) For the purposes of this section, a historic structure, historic site, or historic district designation may be placed on any site, natural or improved, including any building, improvement or structure located thereon, or any area of particular historic architectural, archeological or cultural significance to the city such as historic structures, sites, or districts which:
 - a. Exemplify or reflect the broad cultural, political, economic or social history of the nation, state or community;
 - b. Are identified with historic personages or with important events in

- national, state or local history;
 - c. Embody the distinguishing characteristics of an architectural type or specimen inherently valuable for a study of a period, style, method of construction, or of indigenous materials or craftsmanship;
 - d. Are representative of the notable work of a master builder, designer or architect who influenced their age; or
 - e. Have yielded, or may be likely to yield, information important to prehistory or history.
- (2) The commission may adopt specific operating guidelines for historic structure, historic site and historic district designation providing such are in conformance with the provisions of this section.
- (e) *Powers and duties. Designation.* The commission shall have the power subject to subsection (f) of this section, to designation historic structures and historic sites and to recommend designation of historic districts within the city limits. Such designations shall be made based on subsection (d) of this section. Historic districts shall be approved by the city council. Once designated, such historic structures, sites and districts shall be subject to all the provisions of this section.
- (f) *Regulation of construction, reconstruction, alteration, and demolition.*
- (1) No owner or person in charge of a historic structure, historic site or structure within a historic district shall be issued a permit to reconstruct, alter or demolish all or any part of the exterior of such property or to construct any exterior improvement upon such designated property or properties or cause or permit any such work to be performed upon such property or demolish such property unless a certificate of appropriateness has been granted by the commission. Also, unless such certificate has been granted by the commission, the building inspector shall not issue a permit for any such work.
- (2) Upon filing of any application for a certificate of appropriateness with the historic preservation commission, the commission shall approve the application unless:
- a. In the case of a designated historic structure or historic site, the proposed work would detrimentally change, destroy or adversely affect any exterior feature of the improvements or site upon which said work is to be done;
 - b. In the case of the construction of a new improvement upon a historic site, or within a historic district, the exterior of such improvement would adversely affect or not harmonize with the external appearance of other neighboring improvements on such site or within the district;
 - c. In the case of any property located in a historic district, the proposed construction, reconstruction, exterior alteration or demolition does not conform to the purpose and intent of this section and to the objectives and design criteria of the historic preservation plan for said district;
 - d. The building or structure is of such architectural or historical significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the city and state;

- e. In the case of a request for the demolition of a deteriorated building or structure, any economic hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.
- (3) If the commission determines that the application for a certificate of appropriateness and the proposed changes are consistent with the character and features of the property or district, it shall issue the certificate of appropriateness. The commission shall make this decision within 45 days of the filing of the application.
- (4) The issuance of a certificate of appropriateness shall not relieve the applicant from obtaining other permits and approvals required by the city. A building permit or other municipal permit shall be invalid if it is obtained without the presentation of the certificate of appropriateness required for the proposed work.
- (5) Ordinary maintenance and repairs may be undertaken without a certificate of appropriateness, provided that the work involves repairs to existing features of a historic structure or site or the replacement of elements of a structure with pieces identical in appearance and, provided that the work does not change the exterior appearance of the structure or site and does not require the issuance of a building permit.
- (g) *Appeals.* Should the commission fail to issue a certificate of appropriateness due to the failure of the proposal to conform to the guidelines, the applicant may appeal such decision to the city council within 30 days. In addition, if the commission fails to issue a certificate of appropriateness, the commission shall, with the cooperation of the applicant, work with the applicant in an attempt to obtain a certificate of appropriateness within the guidelines of this section.
- (h) *Recognition of historic structures, sites and districts.* At such time as a historic structure, site or district has been properly designated, the commission, in cooperation with the property owner may cause to be prepared and erected on such property at city expense, a suitable plaque declaring that such property is a historic structure, site or district.
- ~~(i) *Housing rehabilitation loan program.* The commission shall have final policy-making and loan approval authority for the city's housing rehabilitation loan program.~~
- (j) *Procedures.*
- (1) *Designation of historic structures and historic sites.*
- a. The commission may, after notice and public hearing, designate of historic structures and historic sites or rescind such designation or recommendation, after application of the criteria in subsection (d) of this section. At least ten days prior to such hearing, the commission shall notify the owners of record, as listed in the city office assessor, who are owners of property in whole or in part situated adjacent to the boundaries of the property affected.
 - b. The commission shall then conduct such public hearing and, in addition to the notified persons, may hear expert witnesses and shall

have the power to subpoena such witnesses and records as it deems necessary. The commission may conduct an independent investigation into the proposed designation or rescission. Within ten days after the close of the public hearing, the commission may designate the property as either a historic structure or historic site or rescind the designation. After the designation or rescission has been made, notification shall be sent to the property owner or owners. Notification shall also be given to the city clerk, building inspector, plan commission and city assessor. The commission shall cause the designation or rescission to be recorded, at the city's expense, in the county register of deeds office.

(2) *Creation of historic district.* For preservation purposes, the commission shall select geographically defined areas within the city to be designated as Historic Districts and shall, with the assistance of the city department of community development, prepare a historic preservation plan for each area. A Historic District may be designated for any geographic area of particular historic, architectural or cultural significance to the city, after the application of the criteria in subsection (d) of this section. Each historic preservation plan prepared for or by the commission shall include a cultural and architectural analysis supporting the historic significance of the area, the specific guidelines for development, and a statement of preservation objectives.

(3) *Review and adoption procedure.*

a. *Historic preservation/housing rehabilitation loan commission.* The commission shall hold a public hearing when considering the plan for a historic district. Notice of the time, place and purpose of such hearing shall be given by publication as a Class 1 notice under state statute in the official city paper. Notice of the time, place and purpose of the public hearing shall also be sent by the city clerk to the alderperson of the alderpersonic district in which the Historic District is located, and the owners of record, as listed in the city office assessor, who are owners of the property within the proposed Historic District or are situated in whole or in part adjacent to the boundaries of the proposed Historic District. Said notice is to be sent at least ten days prior to the date of the public hearing. Following the public hearing, the commission shall vote to recommend, reject or withhold action on the plan.

b. *The city council.* The city council, upon receipt of the recommendations from the commission shall hold a public hearing, notice to be given as notice in subsection (f)(2)b.1 of this section, and shall following the public hearing either designate or reject the historic district. Designation of the historic district shall constitute adoption of the plan prepared for that district and direct the implementation of said plan.

c. *Interim control.* No building permit shall be issued by the building inspector for alteration, construction, demolition, or removal of a

nominated historic structure, historic site, or any property or structure within a nominated historic district from the date of the meeting of the commission at which a nomination form is first presented until the final disposition of the nomination by the commission or the city council unless such alteration, removal or demolition is authorized by formal resolution of the city council as necessary for public health, welfare or safety. In no event shall the delay be for more than 180 days.

- d. *Penalties for violations.* Any person or persons violating any provision of this section shall be fined \$50.00 for each separate violation. Each and every day during which a violation continues shall be deemed to be a separate offense. Notice of violations shall be issued by the building inspector.
- e. *Separability.* If any provision of this section or the application thereof to any person or circumstances is held invalid, the remainder of this section and the application of such provisions to other persons or circumstances shall not be affected thereby.

(Ord. of 2-7-2020, § 15.915)

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: EFFECTIVE DATE This Ordinance shall take effect after its passage and publication according to law, and as of April 15, 2025.

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
R. O. 109-24-25**

BY CITY PLAN COMMISSION.

FEBRUARY 3, 2025.

Your Commission to whom was referred Gen. Ord. No. 32-24-25 by Alderperson Belanger and R. O. No. 100-24-25 by City Clerk submitting an application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. Commerce Street – Parcel No. 59281501550 from Class Urban Commercial to Class Urban Industrial Classification; recommends filing the R. O. and adopting the Ordinance.

**CITY OF SHEBOYGAN
GENERAL ORDINANCE 32-24-25**

BY ALDERPERSON BELANGER.

JANUARY 20, 2025.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. Commerce Street – Parcel No. 59281501550 from Class Urban Commercial to Class Urban Industrial Classification.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: AMENDMENT Chapter 105 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby *amended* as follows:

The Official Zoning Map of the City of Sheboygan is hereby amended with regard to the following described lands and the Use District Classification for those same lands is hereby amended from Class Urban Commercial to Class Urban Industrial Classification:

Property located at N. Commerce Street – Parcel No. 59281501550:

SECTION 10, TOWNSHIP 14 NORTH, RANGE 23 EAST

ORIGINAL PLAT COM 20' NWLY OF SWLY COR LOT 8, TH NELY PARA WITH SELY LINE LOT 8, 121', NWLY 130' TO NWLY LINE LOT 10, SWLY 121' TO COMMERCE ST, TH SELY ALONG SD STREET 130' TO BEG, BEING PRT OF LOTS 8-9 & 10 BLK 148 SHEB RIVER, TH NLY ALNG SD DOCK 87' M/L, TH WLY 214.8' TO BEG BLK 157

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: EFFECTIVE DATE This Ordinance shall be in effect from and after its passage and publication according to law.

ASSESSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

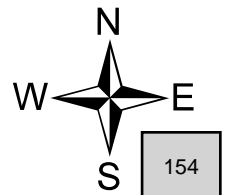
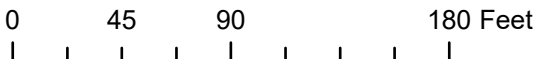
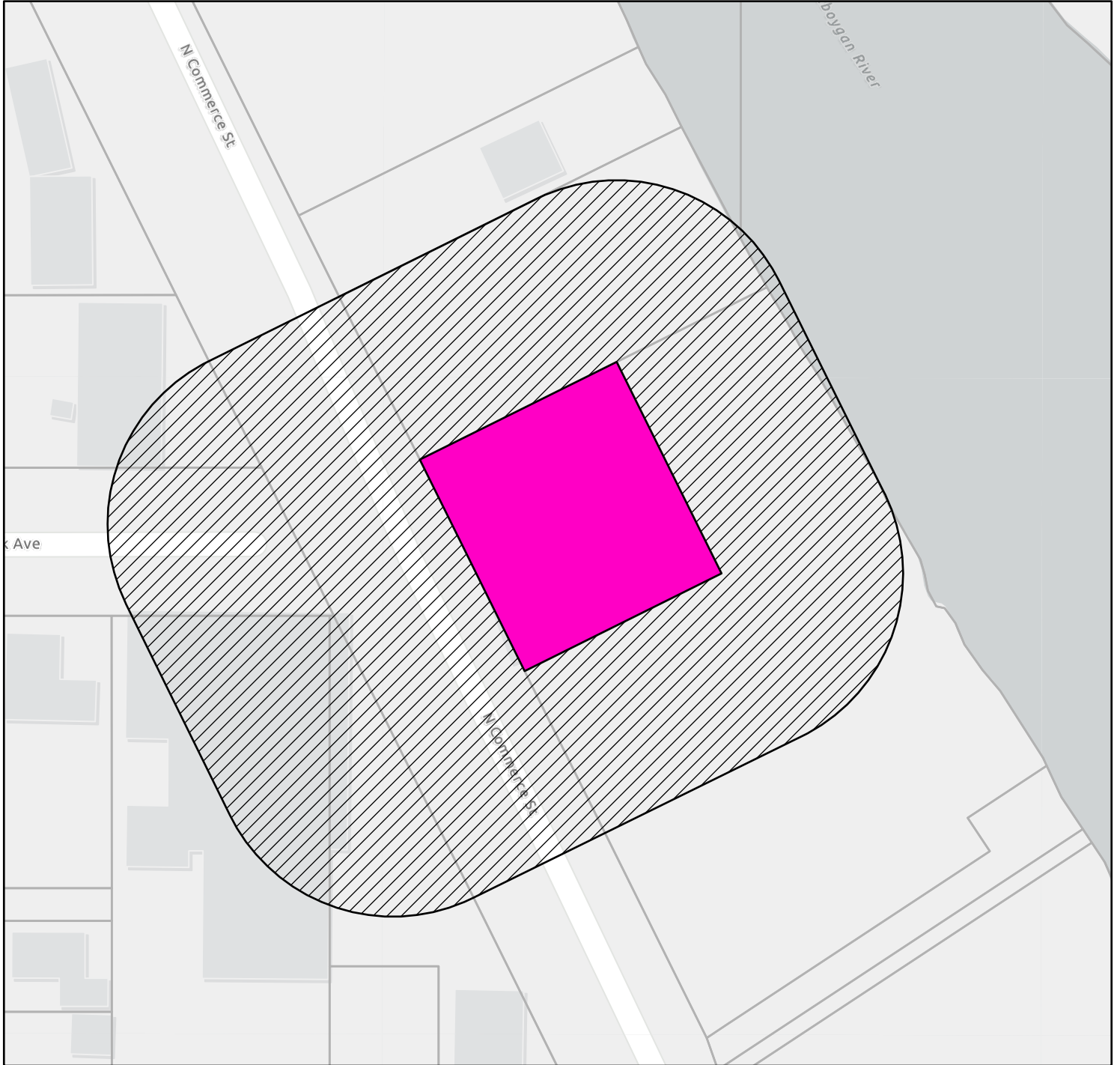
Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

PROPOSED REZONE FROM URBAN COMMERCIAL TO URBAN INDUSTRIAL

SECTION 10, TOWNSHIP 14 NORTH, RANGE 23 EAST

ORIGINAL PLAT COM 20' NWLY OF SWLY COR LOT 8, TH NELY PARA WITH SELY LINE LOT 8, 121', NWLY 130' TO NWLY LINE LOT 10, SWLY 121' TO COMMERCE ST, TH SELY ALONG SD STREET 130' TO BEG, BEING PRT OF LOTS 8-9 & 10 BLK 148 SHEB RIVER, TH NLY ALNG SD DOCK 87' M/L, TH WLY 214.8' TO BEG BLK 157



**CITY OF SHEBOYGAN
R. O. 100-24-25**

BY CITY CLERK

JANUARY 20, 2025.

Submitting an application for amendment of the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance for property located on N. Commerce Street - Parcel No. 59281501550 from Class Urban Commercial to Class Urban Industrial Classification.

OFFICE USE ONLY	Item 17.
APPLICATION NO.: _____	
RECEIPT NO.: _____	
FILING FEE: \$200.00 (Payable to City of Sheboygan)	

**CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP**
(Requirements Per Section 105.996)
Revised January 2024

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of **\$200** (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: RDA of the City of Sheboygan PHONE NO.: (920)459-3383
 ADDRESS: 828 Center Avenue E-MAIL: development@sheboyganwi.gov
 OWNER OF SITE: RDA of the City of Sheboygan PHONE NO.: (920)459-3383

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: Parcel # 59281501550
 LEGAL DESCRIPTION: See attached map

PARCEL NO. 59281501550 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Commercial

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Industrial

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Vacant Parcel

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Apartments

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? There are no wetlands on the property. There are flood plains on the eastern edge of the property. The building will not be built in the floodplain.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- Explain: This property will be merged with parcels to the north to create a larger parcel to build an apartment building as the City is lacking in housing units per the City's 2021 Affordable Housing Market Study.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? Nearby land uses include commercial, residential, and industrial. The zoning change will allow for additional multi-family units to serve the area.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

The proposed development will assist with meeting the number of units for new single family housing per the City's 2021 Affordable Housing Market Study.

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

Roberta Filicky-Peweski
APPLICANT'S SIGNATURE

1-13-2025
DATE

Roberta Filicky-Peweski, RDA chair
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 100 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

**CITY OF SHEBOYGAN
R. O. 110-24-25**

BY CITY PLAN COMMISSION.

FEBRUARY 3, 2025.

Your Commission to whom was referred Gen. Ord. No. 31-24-25 by Alderperson Belanger and R. O. No. 99-24-25 by City Clerk submitting an application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. Commerce Street – Parcel No. 59281501600 from Class Urban Commercial to Class Urban Industrial Classification; recommends filing the R. O. and adopting the Ordinance.

**CITY OF SHEBOYGAN
GENERAL ORDINANCE 31-24-25**

BY ALDERPERSON BELANGER.

JANUARY 20, 2025.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. Commerce Street – Parcel No. 59281501600 from Class Urban Commercial to Class Urban Industrial Classification.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: AMENDMENT Chapter 105 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby *amended* as follows:

The Official Zoning Map of the City of Sheboygan is hereby amended with regard to the following described lands and the Use District Classification for those same lands is hereby amended from Class Urban Commercial to Class Urban Industrial Classification:

Property located at N. Commerce Street – Parcel No. 59281501600:

SECTION 10, TOWNSHIP 14 NORTH, RANGE 23 EAST

ORIGINAL PLAT ALL OF LOTS 3 & 4 & PRT OF LOTS 5,6 & 7 DESC AS COM 22.2' SELY OF NWLY COR OF LOT 5, WHICH IS PNT OF BEG TH SELY 17.8' TO SWLY COR LOT 5, TH ELY ALNG SLY LINE LOT 5 TO W DOCK OF SHEB RIVER, TH NLY ALNG SD DOCK 87' M/L, TH WLY 214.8' TO BEG BLK 157

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: EFFECTIVE DATE This Ordinance shall be in effect from and after its passage and publication according to law.

ASSESSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

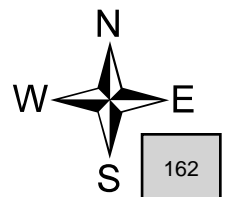
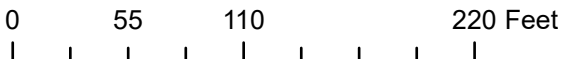
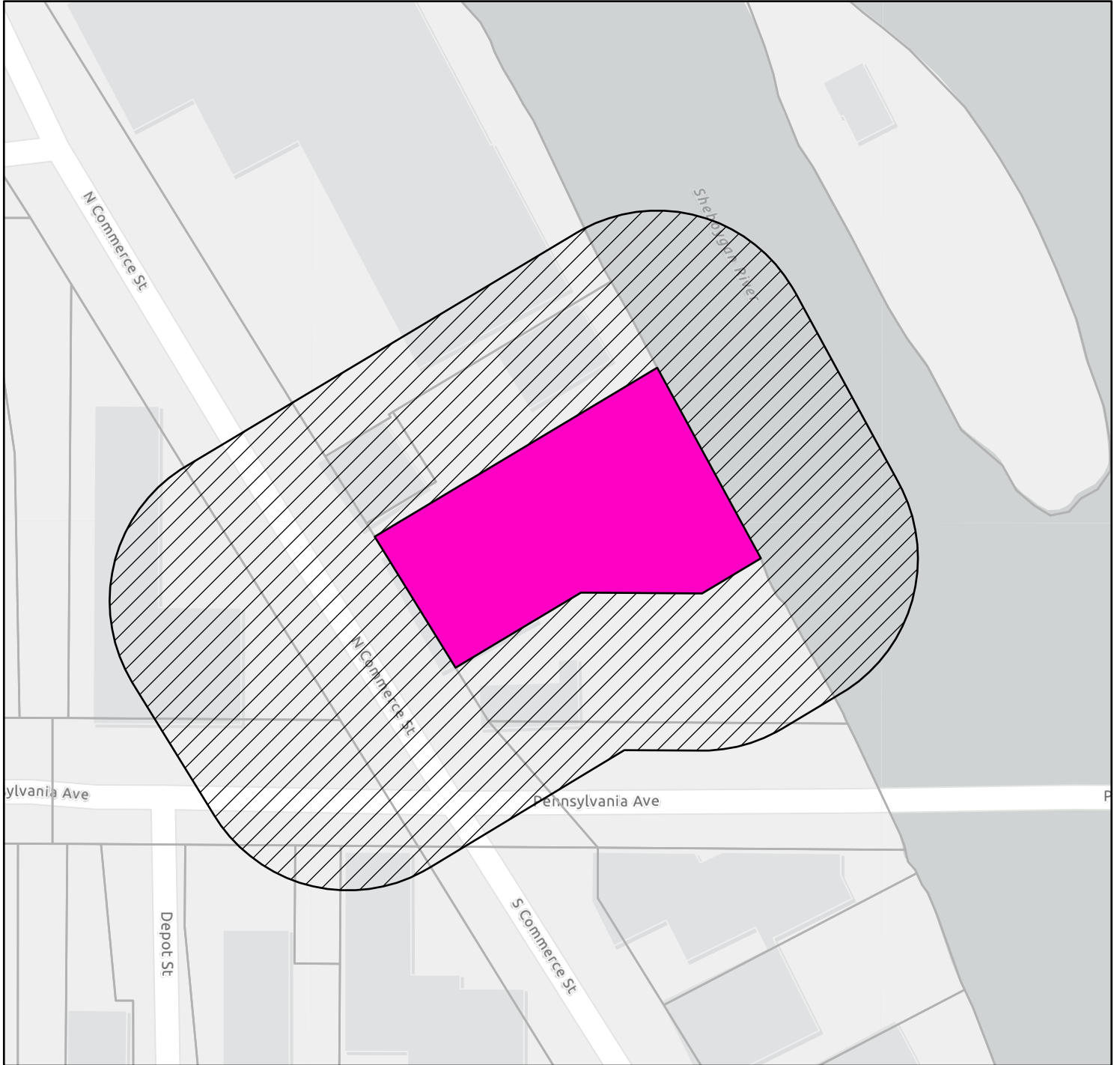
Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

PROPOSED REZONE FROM URBAN COMMERCIAL TO URBAN INDUSTRIAL

SECTION 10, TOWNSHIP 14 NORTH, RANGE 23 EAST

ORIGINAL PLAT ALL OF LOTS 3 & 4 & PRT OF LOTS 5,6 & 7 DESC AS COM 22.2' SELY OF NWLY COR OF LOT 5, WHICH IS PNT OF BEG TH SELY 17.8' TO SWLY COR LOT 5, TH ELY ALNG SLY LINE LOT 5 TO W DOCK OF SHEB RIVER, TH NLY ALNG SD DOCK 87' M/L, TH WLY 214.8' TO BEG BLK 157



**CITY OF SHEBOYGAN
R. O. 99-24-25**

BY CITY CLERK

JANUARY 20, 2025.

Submitting an application for amendment of the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance for property located on N. Commerce Street - Parcel No. 59281501600 from Class Urban Commercial to Class Urban Industrial Classification.

OFFICE USE ONLY

APPLICATION NO.: _____

RECEIPT NO.: _____

FILING FEE: \$200.00 (Payable to City of Sheboygan)

**CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP**
(Requirements Per Section 105.996)
Revised January 2024

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: RDA of the City of Sheboygan PHONE NO.: (920)459-3383

ADDRESS: 828 Center Avenue E-MAIL: development@sheboyganwi.gov

OWNER OF SITE: RDA of the City of Sheboygan PHONE NO.: (920)459-3383

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: Parcel # 59281501600

LEGAL DESCRIPTION: See attached map

PARCEL NO. 59281501600 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Commercial

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Industrial

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Vacant Parcel

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Apartments

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? There are no wetlands on the property. There are flood plains on the eastern edge of the property. The building will not be built in the floodplain.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- Explain: This property will be merged with parcels to the north to create a larger parcel to build an apartment building as the City is lacking in housing units per the City's 2021 Affordable Housing Market Study.

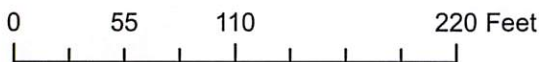
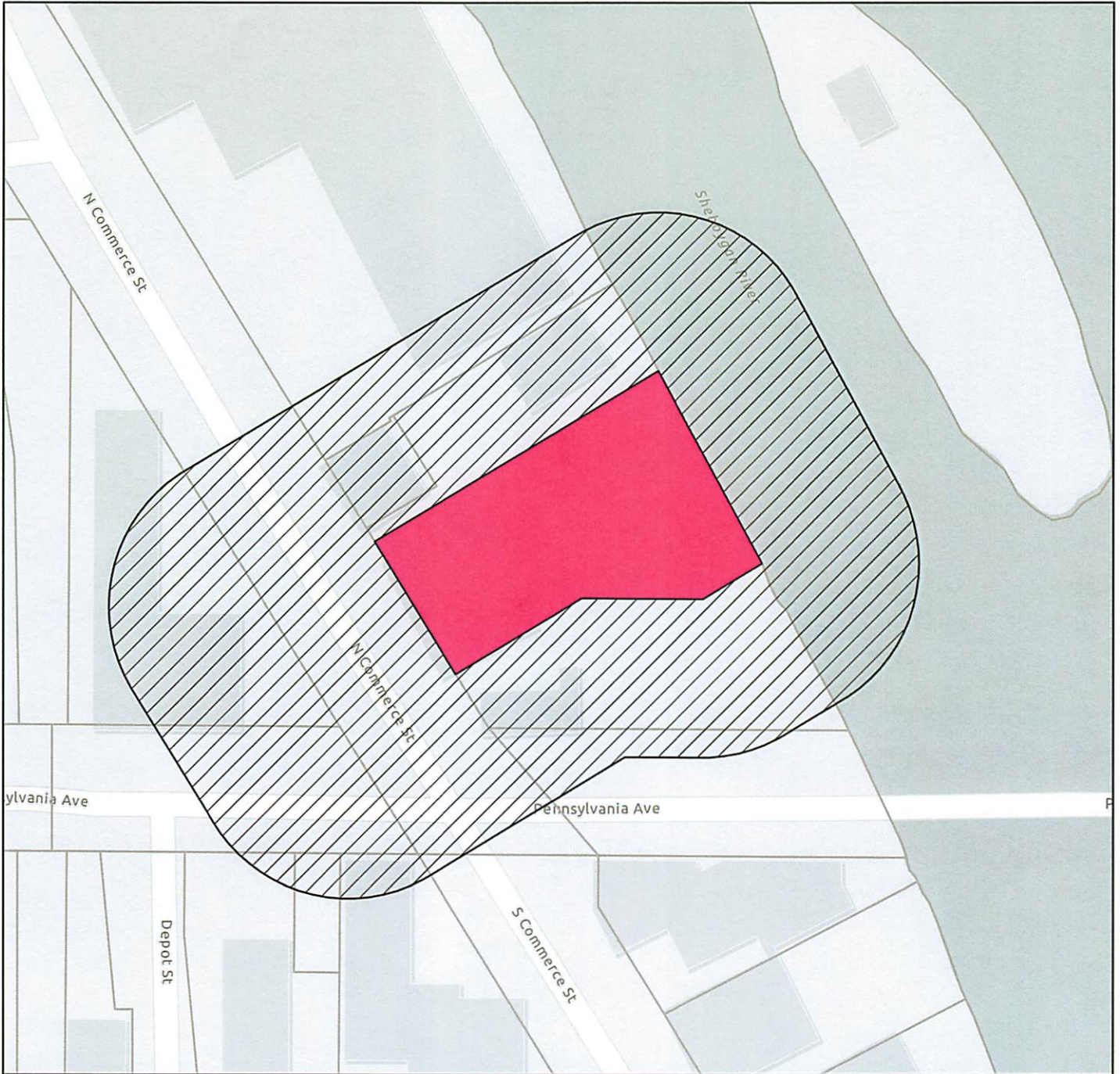
How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? Nearby land uses include commercial, residential, and industrial. The zoning change will allow for additional multi-family units to serve the area.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

PROPOSED REZONE FROM URBAN COMMERCIAL TO URBAN INDUSTRIAL

SECTION 10, TOWNSHIP 14 NORTH, RANGE 23 EAST

ORIGINAL PLAT ALL OF LOTS 3 & 4 & PRT OF LOTS 5,6 & 7 DESC AS COM 22.2' SELY OF NWLY COR OF LOT 5, WHICH IS PNT OF BEG TH SELY 17.8' TO SWLY COR LOT 5, TH ELY ALNG SLY LINE LOT 5 TO W DOCK OF SHEB RIVER, TH NLY ALNG SD DOCK 87' M/L, TH WLY 214.8' TO BEG BLK 157



**CITY OF SHEBOYGAN
R. O. 108-24-25**

BY CITY CLERK

FEBRUARY 3, 2025

Submitting various license applications.

CLASS “B” BEER LICENSE (June 30, 2025)(NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3678	1211 Indiana Laundromat LLC (Avon Laundromat)	1211 Indiana Avenue

CIGARETTE/TOBACCO (June 30, 2025)(NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3712	Plymouth Retail LLC (Greenhouse)	501 N. 8 th Street #111

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3445	J & J’s Hotspot	1823 N. 12 th Street – One day event to be held 3/01/25: to include the current premise and the parking lot to the South and East of the building.
3445	J & J’s Hotspot	1823 N. 12 th Street – One day event to be held 4/26/25: to include the current premise and the parking lot to the South and East of the building.

**CITY OF SHEBOYGAN
R. O. 106-24-25**

BY CITY CLERK

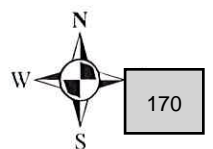
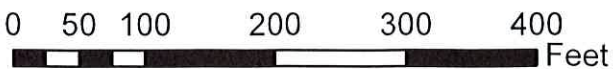
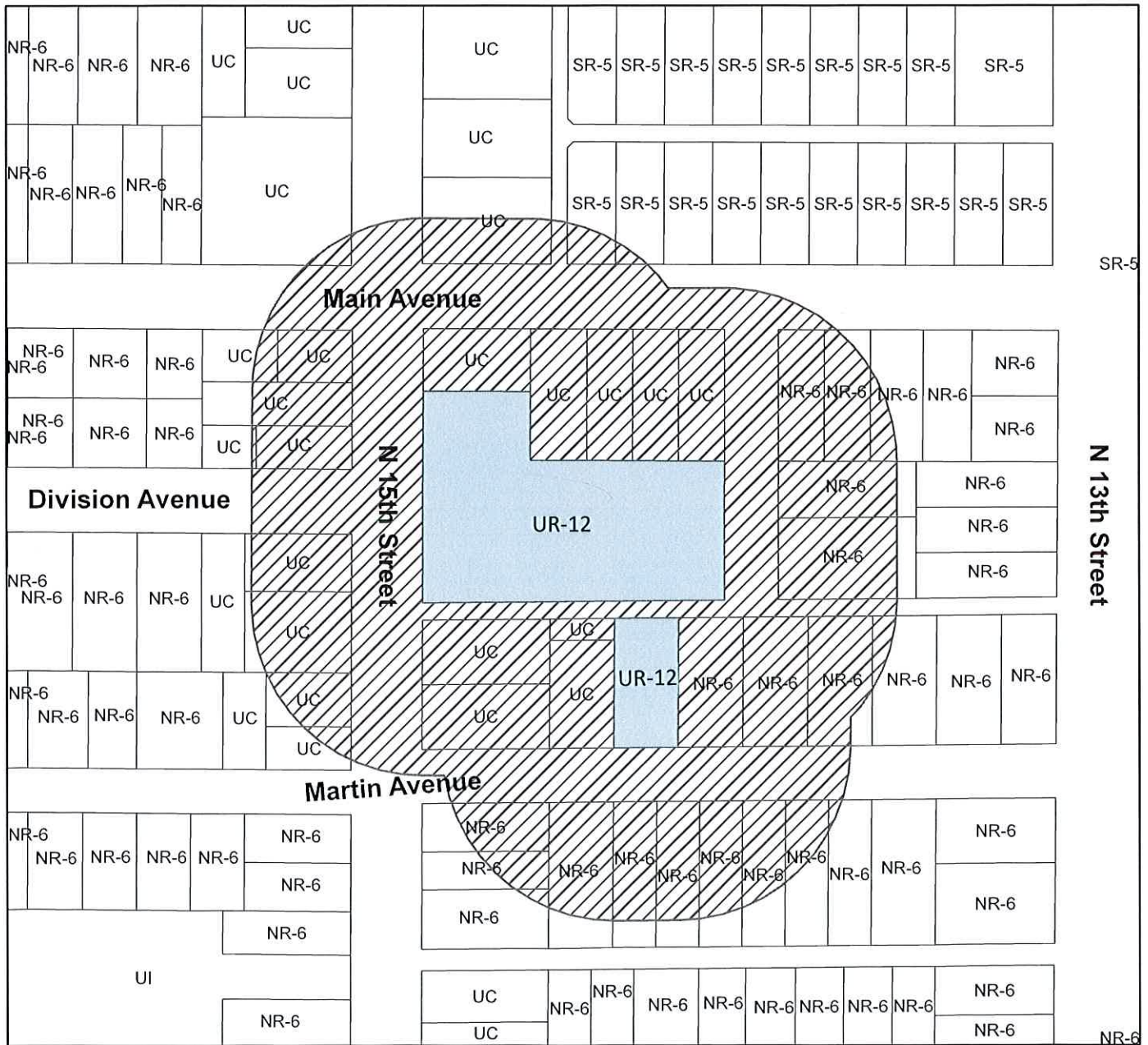
FEBRUARY 3, 2025.

Submitting an application for amendment of the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930 from Class Urban Residential (UR-12) to Urban Residential (UR-12) with PUD Overlay Classification.

PROPOSED REZONE FROM URBAN RESIDENTIAL (UR-12) TO URBAN RESIDENTIAL (UR-12) PUD OVERLAY

SECTION 15, TOWNSHIP 15 NORTH, RANGE 23 EAST

EDWIN SCHAEZERS SUBD LOTS 6-7-8-9-10-11 & 12 BLK 3
AND
LUTZ DIVISION LOT 9 BLK 1



OFFICE USE ONLY	Item 20.
APPLICATION NO.: _____	
RECEIPT NO.: _____	
FILING FEE: \$200.00 (Payable to City of Sheboygan)	

**CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP**
(Requirements Per Section 105.996)
Revised January 2024

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of **\$200** (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: City of Sheboygan PHONE NO.: (920)459-3383
 ADDRESS: 828 Center Avenue E-MAIL: development@sheboyganwi.gov
 OWNER OF SITE: Redevelopment Authority of Sheb. PHONE NO: (920)459-3383

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: Parcel #s 59281718350 & 59281712930
 LEGAL DESCRIPTION: Edwin Schaezters Subd LOTS 6-7-8-9-10-11 & 12 BLK 3 & Lutz Division LOT 9 BLK 1
 PARCEL NO. See above MAP NO. _____
EXISTING ZONING DISTRICT CLASSIFICATION: Urban Residential (UR-12)
PROPOSED ZONING DISTRICT CLASSIFICATION: UR-12 with PUD overlay
 BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Former JakumHall property that the City purchased in 2022 and demolished for redevelopment.
 BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Affordable Housing redevelopment site.

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? There are no wetlands or

floodplains on the subject property.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
 - A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
 - Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
 - Explain: The City purchased the property with American Rescue Plan Act dollars because the previous improvements had been vacant and blighted for a number of years. ARPA requires the property to be redeveloped as affordable housing. The City plans to find a developer interested in developing affordable housing at this site.
-

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

The surrounding land uses are a combination of commercial and residential. The zoning change will allow for the site to be redeveloped into a residential use appropriate for affordable housing opportunities not currently in the neighborhood.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

The proposed redevelopment will assist with meeting the number of units for new affordable multi-family per the City's 2021 Affordable Housing Market Study and redevelop a site that previously housed a vacant/blighted structure.

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.



APPLICANT'S SIGNATURE

12/11/24

DATE

Casey J. Bradley

PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 100 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

**CITY OF SHEBOYGAN
R. O. 107-24-25**

BY CITY CLERK.

FEBRUARY 3, 2025.

Submitting a Notice of Circumstances in the matter of Nathan Jackson, by his attorneys,
Sperling Law offices LLC.

NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM
PURSUANT TO WIS. STAT. '893.80

To: Sheboygan City Hall
City Attorney, Charles Adams
828 Center Avenue
Suite 210
Sheboygan, WI 53081

Claimants: Nathan A Jackson
713 Michigan Avenue
Sheboygan, WI 53081

Sheboygan City Clerk
Attn: Meredith Debruin
828 Center Avenue
Suite 103
Milwaukee, WI 53205

Sheboygan County Clerk of Courts
Attn: Christine Koenig
615 N 6th Street- 1st Floor
Sheboygan, WI 53061-4692

Shoreline Metro
Attn: Risk Management
608 S. Commerce Street
Sheboygan, WI 53081

Mark Anthony Feustel
Shoreline Metro
608 S. Commerce Street
Sheboygan, WI 53081

PLEASE TAKE NOTICE that Nathan Jackson, by his attorneys, Sperling Law Offices LLC, states that the following circumstances gave rise to his/her injuries:

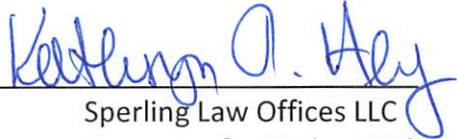
1. That on or about December 6, 2024, Mr. Jackson was pedaling/riding his bicycle at or near the intersection of S. 18th Street and Ashland Avenue, in the City and County of Sheboygan, State of Wisconsin.

2. That on that date and at said intersection, Mark Anthony Feustel, a City of Sheboygan, and Shoreline Metro employee, in the course and scope of his employment, was negligent and careless in the operation of a vehicle owned by the City of Sheboygan. Mr. Feustel was careless and negligent in failing to properly control his vehicle and failing to keep a proper lookout, among other negligent acts and omissions, causing a collision with Claimant

Jackson's Bicycle.

3. As a result of this circumstance, Nathan A Jackson suffered injuries to his neck, back and head, among other injuries, and he has and will incur medical costs, property damage, and other injuries and damages.

Dated: 1/22/05


Sperling Law Offices LLC
Attorneys for Nathan Jackson
By Kathryn P. Heyer
State Bar No. 1090903

Sperling Law Offices LLC
100 E. Wisconsin Ave. #1020
Milwaukee, WI 53202

Sperling Law Offices LLC

Item 21.

Michael S. Sperling
Ricardo F. Estrada
Kathryn P. Heyer
Michael C. Demo*
Kevin M. Henderson
Michael J. Ryan*

*Also Licensed in Illinois

www.MilwaukeeLawFirm.com
Se habla Español

Paralegals
Kristin Ristow
Yvonne Wittlieff
Cara Levinson
Kira Sorenson
Jennifer Kovacovich

Legal Assistants
Max Beckert
Anne Schmidt
Stacy Block
Lindsay Beckert
Tahismarie Santiago

Legal Staff
Aaron Weiland
Jessica Koller
Steven Salle
Rachael Suchy

January 22, 2025

Sheboygan City Clerk
ATTN: City Clerk Meredith Debruin
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Via Certified US Mail

Re: Our Clients: Nathan Jackson
Case No.: TBD

Dear City Clerk:

Enclosed please find an original and two copies of the Notice of Circumstances Giving Rise to Claim regarding the above named client. **Kindly date stamp the documents, retain the original for your file** and return the others to our office in the envelope provided.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,


Kathryn P. Heyer

KPH/ymw
Enclosures

**CITY OF SHEBOYGAN
RESOLUTION 154-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

FEBRUARY 3, 2025.

A RESOLUTION authorizing the Harbor Centre Marina Harbormaster to establish and manage a Rewards Program.

RESOLVED: That the Common Council authorizes the Harbor Centre Marina Harbormaster to take the necessary steps to establish and manage a Rewards Program for dock space Permittees, as described in the attached document, and as approved by the City Administrator.

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

REWARDS PROGRAM

Item 22.

GOLD MEMBERSHIPS



Introducing the Gold Membership Program for transient boaters – your key to exclusive savings, flexibility, and rewards at the marina! As a Gold Member, you'll enjoy **10 cents off** per gallon on every fuel purchase, saving you money on every adventure. Maximize your time on the water with the freedom of **early arrivals and late check-outs**, giving you unparalleled flexibility. After accumulating 5 nights at the marina, you'll receive **30 cents off per foot** on your next dockage fee, rewarding your loyalty with significant savings. Sign up today and elevate your boating experience with perks designed for passionate boaters like you!

PLATINUM MEMBERSHIP

Introducing the Platinum Membership Program for Seasonal boaters – the Ultimate Experience for Elite Boaters! As a Platinum Member, you'll unlock **20 cents off** per gallon on every fuel purchase, ensuring savings every time you refuel. Enjoy unmatched flexibility with **15-day early access** to your marina slip and **15-day late check-out**, giving you the freedom to plan your boating adventures on your terms. Plus, as a valued Platinum Member, receive **10% off next year's dockage**, rewarding your loyalty with significant savings for seasons to come. Join the Platinum Membership Program today and enjoy the ultimate in luxury, savings, and convenience at the marina!



2025 SEASON

Join today and let the 2025 boating season be the best one yet! The Gold and Platinum Memberships are your gateway to unforgettable adventures, premium perks, and endless enjoyment for you, your family, and friends!

Gold Membership: \$150.00

Platinum Membership: \$400.00

**Annual Renewal*

**CITY OF SHEBOYGAN
RESOLUTION 155-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

FEBRUARY 3, 2025.

A RESOLUTION authorizing the Department of Public Works to donate a Peace Tree sign to the Sheboygan County Museum.

WHEREAS, the City has been storing the below sign for over fifteen years and staff would like to see the sign preserved for the future while also freeing storage space; and



WHEREAS, the Sheboygan County Museum is willing to accept the sign as a donation.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Department of Public Works to donate the aforementioned sign to the Sheboygan County Museum.

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 156-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

FEBRUARY 3, 2025.

A RESOLUTION approving an Evergreen Park Trail Assessment and Trail Improvement Concept Plan.

WHEREAS, City staff has worked with the Sheboygan County Cycling (“SCC”) club, which hired International Mountain Bicycling Association Trails Solution (“IMBA”) to inventory current conditions and prepare a conceptual design plan for Evergreen Park in order to guide the City and SCC with future trail development in the park; and

WHEREAS, IMBA solicited feedback from relevant stakeholders and the public, which was considered in developing the design plan; and

WHEREAS, following site visits, mapping, and stakeholder and public input, IMBA developed the attached Evergreen Park Trail Assessment and Trail Improvement Concept Plan to optimize natural resource protection, park user safety, and skills development opportunities, which City staff has reviewed and supports; and

WHEREAS, by approving the design plan, City staff will be able to explore funding opportunities and to partner with outside groups for cohesive park improvements and donations.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council approves the Evergreen Park Trail Assessment and Trail Improvement Concept Plan.

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

EVERGREEN PARK TRAIL ASSESSMENT

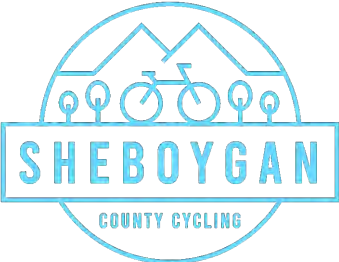
SHEBOYGAN, WI
SPRING 2024



ACKNOWLEDGMENTS

PREPARED FOR:
THE CITY OF SHEBOYGAN PUBLIC WORKS AND
SHEBOYGAN COUNTY CYCLING

CITY OF SHEBOYGAN
PUBLIC WORKS



PREPARED BY:
INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION –
TRAIL SOLUTIONS



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IMBA TRAIL SOLUTIONS

IMBA Trail Solutions is the international leader in developing trails, with experience in over 1000 projects in North America, Europe, and Asia. Our staff excels at planning, design, and construction of trail systems that provide high-quality experiences for local riders and destination visitors while simultaneously minimizing environmental impacts.

IMBA Trail Solutions is a fee-for-service based arm of the International Mountain Bicycling Association (IMBA), a 501(c)(3) nonprofit organization. IMBA’s mission is to create, enhance, and protect great places to ride mountain bikes. Based in Boulder, Colorado, and with staff distributed across the country and the world, IMBA meets its goal to create great mountain bike experiences through its Trail Solutions program. IMBA Trail Solutions employs approximately twenty professional trail planners and builders. In addition to being industry professionals and exceptional mountain bike riders, IMBA Trail Solutions staff hold a broad base of applicable skills and knowledge from planning, landscape architecture, and environmental sciences to GIS systems, CAD, and graphic design.

Our wealth of experience has allowed us to develop the gold standard guidelines for the creation of both sustainable and enjoyable singletrack trails. These guidelines have influenced all major federal land management agencies and a large number of state and local parks departments. We pride ourselves on the positive experiences IMBA Trail Solutions has provided to the millions of active trail users around the world and on the economic independence that communities have achieved through the development of destination trail systems.



PROJECT BACKGROUND

The City of Sheboygan and Sheboygan County Cycling partnered with IMBA Trail Solutions to (1) perform a detailed assessment of existing trails in Evergreen Park, Jaycee Quarry Park, and Maywood Environmental Park, (2) engage in community outreach and visioning, and (3) provide recommended improvements that align with stakeholder goals. This effort builds off of IMBA Trail Solutions’ 2021 Evergreen Park Concept Plan, which provided a high-level park plan for the City of Sheboygan. The following document provides key takeaways from desktop analyses and site assessment performed in October 2023 along with a phased vision for the future of these parks.

Located three miles northwest of downtown Sheboygan, the city-owned parks provide a variety of outdoor opportunities to nearly 50,000 community members. Evergreen Park is a forested, shared-use city park, offering a state-of-the-art playground, rental shelters, picnic pavilions, and over six miles of natural surface trails for bikers, hikers, birdwatchers, and others. The park hosts the highly-attended Making Spirits Bright holiday light show annually from November 21 through December 31 along the park’s paved perimeter loop. Evergreen Park has decades of mountain bike history dating back to the early 90s when it began hosting the final races in the annual Wisconsin Off-Road Series.

Neighboring to the east of Calumet Drive, Jaycee Quarry Park features a disc golf course, a beach and swimming area in an old limestone quarry, and a few miles of shared-use trails along the Pigeon River. To the west of Evergreen Park, Maywood Environmental Park features various habitats and wildlife viewing opportunities, with year-round outdoor education programming and events. While Maywood trails can be used to access Evergreen Park, they are not designed for mountain biking and several sections are designated as hike-only trails.



Desktop Analysis

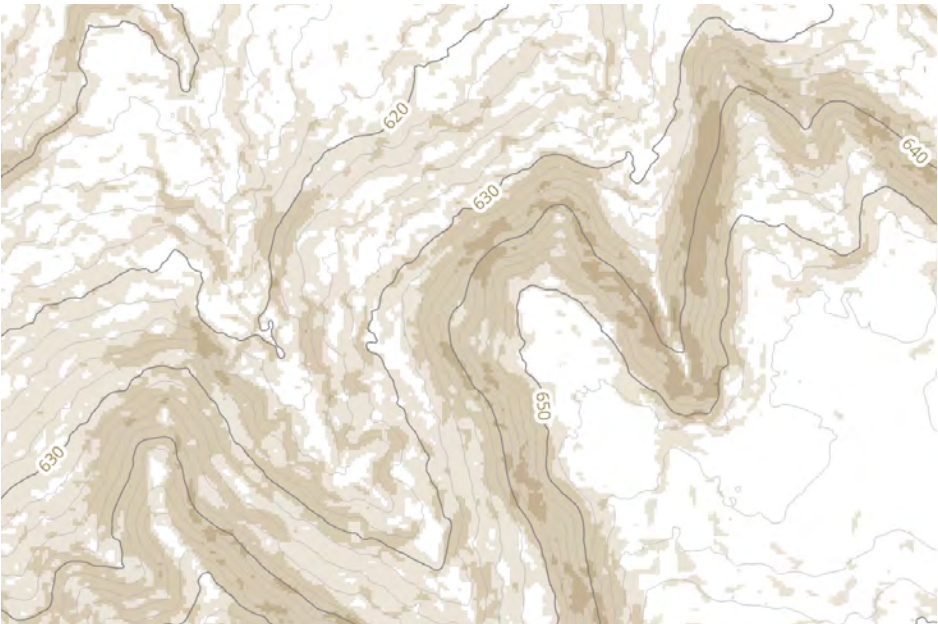
Prior to the on-site visit, IMBA Trail Solutions staff worked with the City of Sheboygan and Sheboygan County Cycling to collect geospatial data for basemap development and desktop analysis. Datasets included:

- Digital Elevation Models (DEM)
- Aerial Imagery
- Park Boundaries and Infrastructure
- Hydrology and Wetlands Data
- Soil Data
- Trail Alignments

IMBA Trail Solutions processed high-resolution DEM data to produce two-foot contours and a slope analysis map to gain a better understanding of topography. Utilizing these datasets, IMBA Trail Solutions staff generated custom georeferenced maps and loaded them into Avenza Maps for fieldwork.

Field Data Collection

IMBA Trail Solutions staff rode and walked each trail in the three parks, making frequent stops to assess trail conditions and collect GPS point data with detailed field notes. Each trail was given a qualitative rating for Condition and Character on a one-to-five scale, one being poor, and five being exceptional. Condition ratings are based on the assessment of factors such as trail grade sustainability, degree of erosion, proper drainage location, quality of feature construction, and ease of wayfinding. Character ratings are evaluations of trail experience tailored to each trail type and skill level. Notes and images record assessment findings; each of these were grouped into general categories and post-processed for ESRI StoryMaps, printed maps, report documentation, and trail database refinement. All assessment data is geospatially referenced and available via ESRI shapefile or KML.



Contours and slope maps were generated to visualize and analyze park terrain.



All shared-use trails in Evergreen Park and its two neighboring parks were assessed by IMBA Trail Solutions staff

TRAIL NETWORK OVERVIEW

A trail network assessment was performed on October 4-6, 2023, with a review of the trail amenities, trailhead, signage, and nearly fifteen miles of trails in Evergreen, Maywood Environmental, and Jaycee Quarry Parks. During the time of assessment, there were few other users riding the trails. The local National Interscholastic Cycling Association (NICA) group held afternoon practice sessions, which brought nearly 20 riders to the trails. Hikers and dog walkers were occasionally encountered on the trails throughout the three-day visit. Weather conditions were excellent for the full duration of the visit with mild temperatures and no rain.

Parking and Trailhead

Evergreen Park, Maywood Environmental Park (Maywood), and Jaycee Quarry Park (Quarry) each have parking areas with trails connecting the parks. Maywood has parking near its Ecology Center on the north of Pigeon River, where the trails are open to hiking only. A bridge crosses the Pigeon River to connect to the southern shared-use portion of the Maywood property. Evergreen Park has three main parking areas: One in the southeast corner near the playground and two adjacent to Calumet Drive along the paved perimeter loop. Some of this parking is closed leading up to the Making Spirits Bright holiday light show for park preparation. The Quarry parking lot is the largest among the three parks; mountain bikers most commonly use this lot to access the trail system.

Although parking is ample, the parks lack a central trailhead location, information kiosk, and trail map for hikers, bike riders, and other users to learn about the trail network, plan routes, and gather for group outings. These amenities are key to trail network success. The City of Sheboygan and Sheboygan County Cycling have plans underway to develop a trailhead and hub locations for Evergreen Park.

Wayfinding and Signage

One of the most obvious shortcomings of the Evergreen Park trail network, as identified in the 2021 Evergreen Park Concept Plan, is a lack of clear signage and wayfinding throughout the tightly-packed, complex network of trails that span Evergreen, Maywood, and Quarry parks. This has caused the formation of many off-trail social paths, further complicating the trail layout. As reported in community surveys and anecdotal conversation, trail users, especially newcomers and those unfamiliar with the trail layout, frequently get lost in these parks due to the sparse signage in the trail network. This is not only frustrating for hikers and bike riders, but it also potentially dangerous, even in a suburban city park environment.

A main priority for Sheboygan County Cycling is establishing a designated route through the trail network with clear signage. In Winter-Spring 2024, the group plans to install wayfinding posts and indicators along designated trails, providing users with an easily navigable route through the park.



Example of a central trailhead with an informative kiosk and trail map in Heritage Park, Slinger, WI.

TRAIL ASSESSMENT

IMBA Trail Solutions Staff performed on-site trail assessment for each of the shared-use natural surface trails in Evergreen, Maywood, and Quarry Park. Assessment findings were grouped into the following six categories:

Fall Line



Sustainable trail design includes a variety of researched and time-tested trail design and construction principles. One of the keys to trail sustainability is working with the contours of the land and avoiding trail grades that exceed half the grade of the hillside. Trails that do exceed half the side slope are considered fall line trails, which introduce a host of potential issues. Fall line trails are susceptible to major erosion and rutting as water flows down the trail tread instead of sheeting across.

Duplicative Trails



Dense trail networks may further complicate user navigation and have more significant ecological impacts on fragile environments. In some parks, new trails emerge from the landscape seasonally as users – sometimes intentionally – forge new paths through the forest. Many of these trails parallel existing trails, adding unnecessary complexity to the trail network and causing greater environmental impacts.

Hazard



Trail hazards are things that are particularly dangerous for trail users. These may include fallen trees, broken bridges, or trail features in disrepair. Hazards are specifically called out in assessment maps.

Wet



Wet areas of a trail are caused by a variety of reasons, including tread drainage issues (tread cupping, lack of tread outslope, lack of grade reversals) and geological issues (seeps, wetlands, and poorly drained soils). Wet areas result in trail widening as users attempt to navigate around the water, causing additional erosion. Wet areas may be avoided by locating trails on suitable terrain and constructing trails with proper drainage.

Overgrown

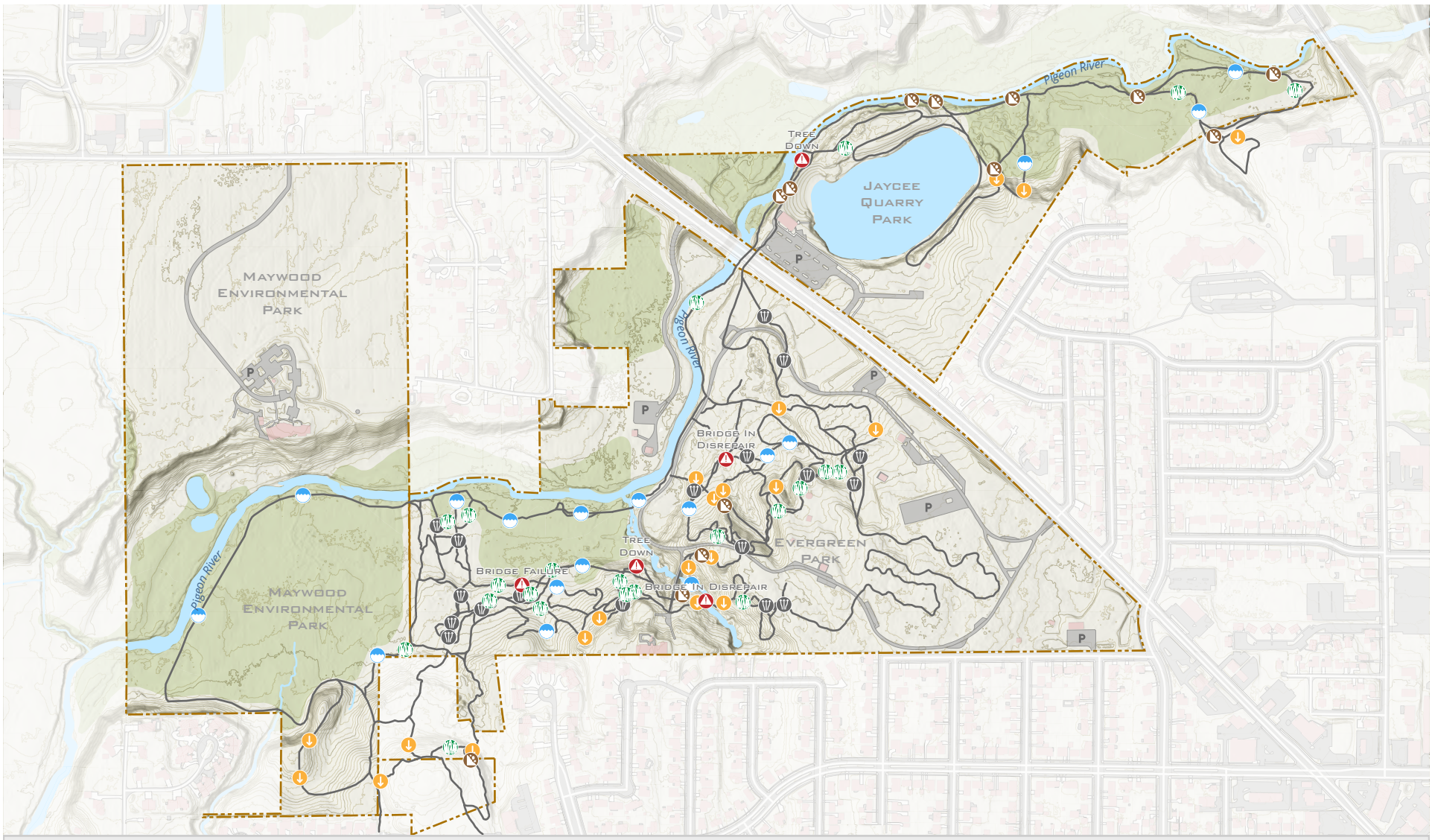


Trails require frequent maintenance; the recommended maintenance interval varies by region, landcover type, and use intensity. In some instances, overgrown trails are simply past-due for a seasonal cleanup. In other instances, overgrown trails are the result of infrequent use and are all but closed to hikers, riders, and other users. In the latter scenario, the trails should be considered for official decommissioning with a revegetation effort.

Tread Erosion



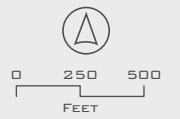
There are many common symptoms of tread erosion including tread cupping, significant rutting, and exposed roots that become more apparent over time. Trails that traverse steep drainages or that are located along flowing bodies of water are particularly susceptible to major erosion. In many cases, trail tread should be rock-armored if drainage crossings are unavoidable. Trails next to streams or rivers should be strategically located to avoid cut banks (the outer edge of a stream bend, which is expected to migrate further outwards over time). Trail tread located near a cut bank is likely to become undercut by the stream.



TRAIL ASSESSMENT

EVERGREEN PARK | SHEBOYGAN, WI | SPRING 2024

- PROJECT AREA
- WETLANDS
- EXISTING TRAILS
- ↓ FALL LINE
- DUPLICATIVE TRAILS
- ⚠ HAZARD
- ☁ WET
- 🌳 OVERGROWN
- ⓧ TREAD EROSION



FINDINGS

Evergreen Park, Jaycee Quarry Park, and Maywood Environmental park are considered gems to Sheboygan, Wisconsin – home to diverse wildlife, beautiful trees, and undulating terrain along the Pigeon River. The detailed trail analysis performed by IMBA Trail Solutions revealed some challenges resulting from a lack of clear signage and up-front trail network planning, but there are excellent opportunities to improve the trail network and complement the parks’ natural environments. The full list of assessment notes can be found in Appendix A.

Evergreen Park

Evergreen Park features some excellent terrain above the floodplains and wetlands of the Pigeon River. The trails in this park are often difficult to navigate with many overlapping and crisscrossing trail alignments through the forest. Some of the segments are seemingly abandoned, but without clear signage, it is difficult to decipher between closed and open trails. Fall line segments are common throughout Evergreen, which often correlated with eroding trail tread. Additionally, wet segments are mostly found in the low-lying wetlands or drainage crossings. The bridges within the trail network are in great disrepair, and many downed trees as a result of storms in past years.

The assessment findings suggest the need for significant trail reroutes and tread establishment. Overall, there are few site constraints throughout the park with many opportunities for updated bike-specific, hike-only, and shared-use trails and amenities that align with community and stakeholder goals. Following this site assessment, conceptual zones were drafted for Evergreen Park to demonstrate the upgraded trail potential of the area. These zones and supporting documentation were presented in a StoryMap and included in a community engagement survey.



Many trees in Evergreen Park were felled by severe winds in June of 2022.



Damaged and downed bridges were documented as part of the assessment process.

Maywood Environmental Park

Maywood Environmental Park is bisected east-to-west by the Pigeon River. The north side includes hike-only trails and facilities and was not included in this assessment; the south side has shared-use trails (available for hiking, biking, and cross-country skiing). Over 60% of the shared-use south side of Maywood is delineated wetlands. About one mile of shared-use trail is located on the ten acres of elevated terrain near the southern border of the Maywood parcel.

This area provides great extended trail mileage for hikers and riders, but there are limited opportunities for additional trail development due to nearby private parcels that hinder connectivity with the remainder of the trail network. Some tread improvements may be made to the existing trail to decrease the number of eroding fall line segments. Turns and gentler slopes may be constructed to climb and descend the steeper hillsides in a more sustainable manner. Trails on flat, grassy areas may be elevated to prevent water from gathering on the trail surface.

Jaycee Quarry Park

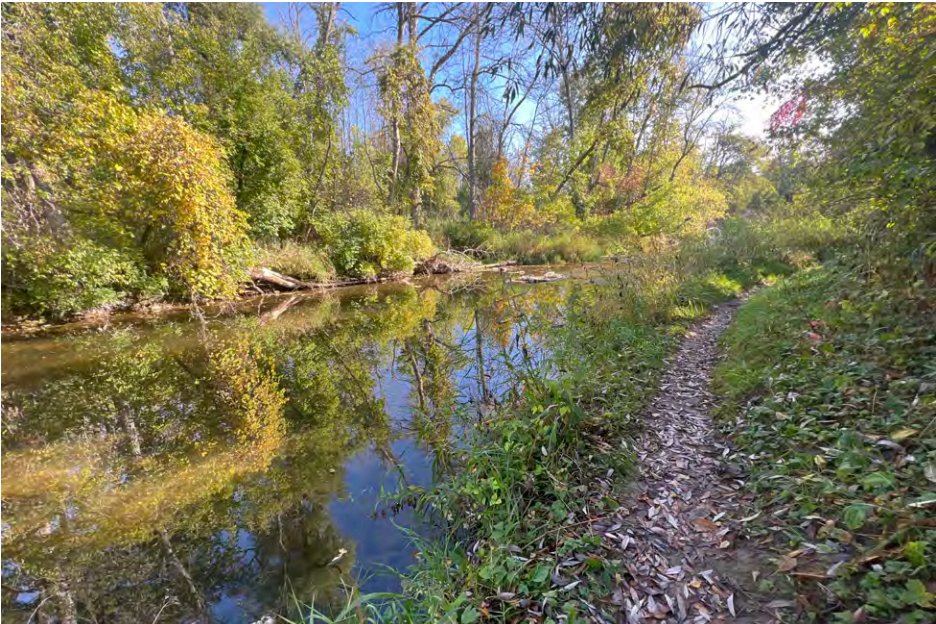
Jaycee Quarry Park has a wide range of groups that frequently use the park. The quarry lake itself includes a sandy beach and a summer inflatable water adventure park. In addition, a 20-hole disc golf course covers most of the park property. Finally, A few miles of shared-use trail hug along the Pigeon River, property boundaries, and the perimeter of the Quarry. Dog walkers frequently use these trails as well.

Many of the segments of trail in Jaycee Quarry Park suffer from significant tread erosion resulting from trails located too close to the Pigeon River without reinforcement measures in place. The eastern portion of the property is mostly delineated wetlands, so soils are frequently wet, flooded, and poorly drained.

Similar to Maywood, this park provides great extended mileage for users, but due to site constraints, new trail development in this park is not advisable. Efforts may be focused on improving the existing tread to avoid further erosion.



Mowed grassy paths through the low-lying areas of Maywood Environmental Park.

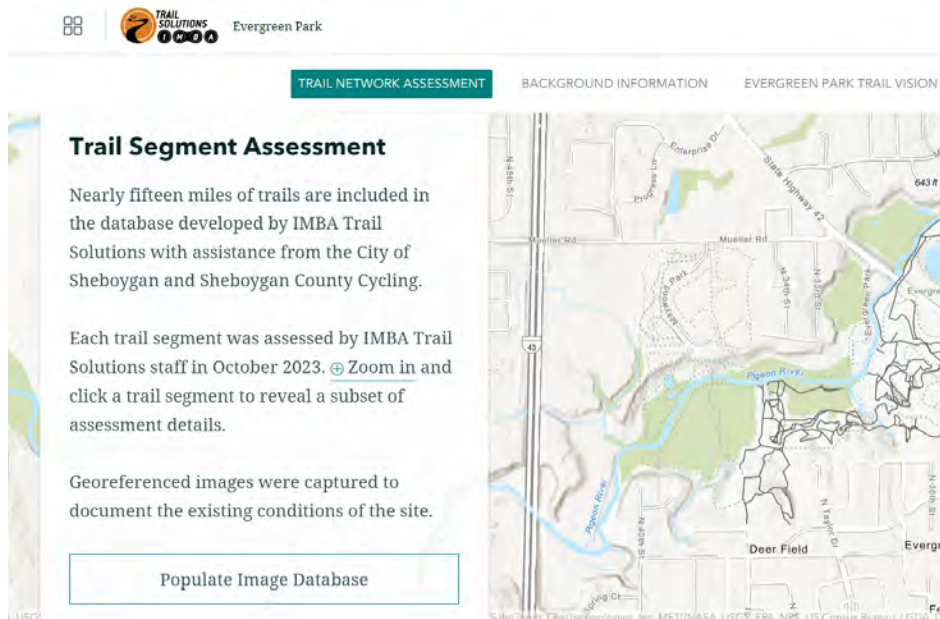


Trails in Jaycee Quarry Park provide beautiful views of the Pigeon River, but are subjected to higher rates of erosion.

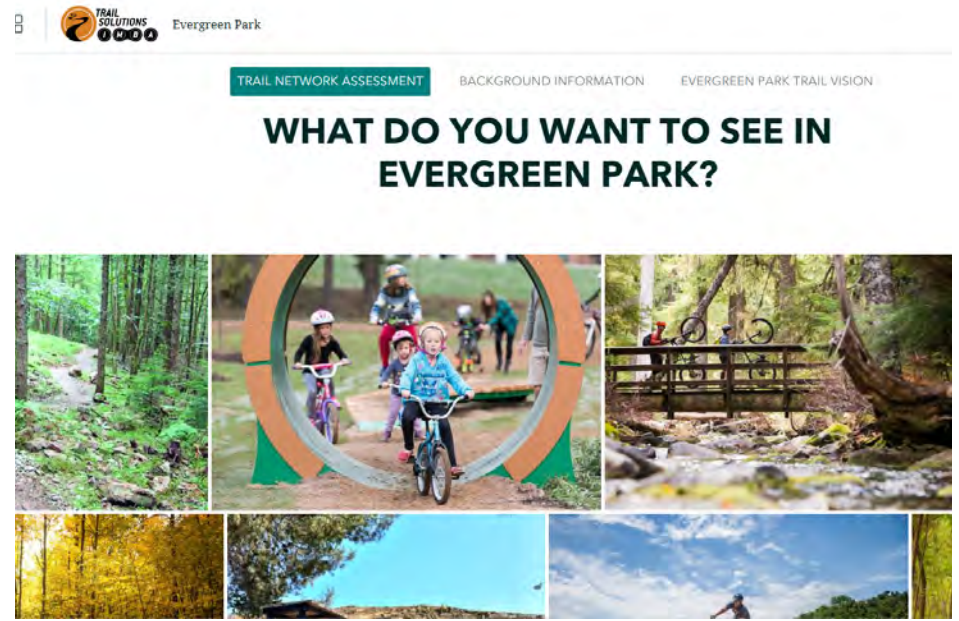
COMMUNITY ENGAGEMENT

Findings from this trail assessment were compiled and informed a preliminary, high-level vision for Evergreen Park. All of this data and information was shared publicly via an online ESRI StoryMap (Appendix B) and included in community outreach efforts carried out by Sheboygan County Cycling. Feedback on the assessment and the high-level vision for Evergreen Park was gathered through an online survey (January 2-16, 2024) and an in-person meeting held at the Mead Public Library in Sheboygan (January 24, 2024). The full list of survey comments can be found in Appendix C.

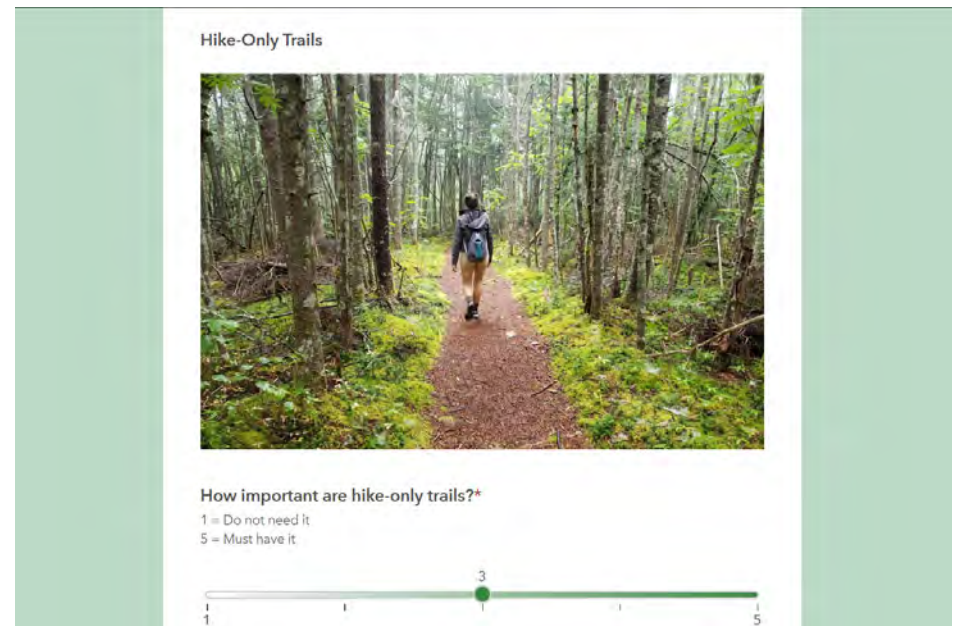
Outcomes from community engagement demonstrated a clear priority to maintain the forested natural environment of Evergreen Park with desires for new hike-only trails and bike-specific trails and amenities.



An ESRI StoryMap was built to provide context for the IMBA Trail Solutions assessment process.



Community members were asked to envision the future of Evergreen Park.

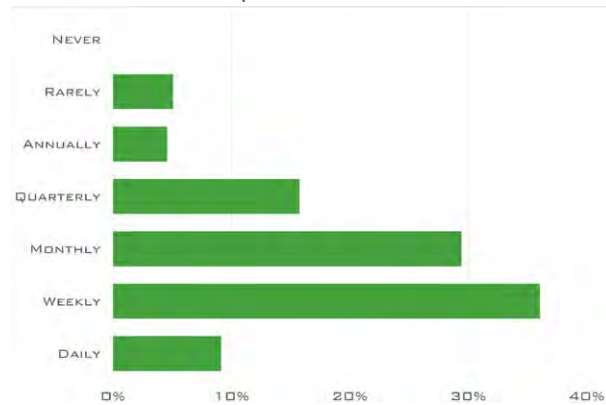


Feedback was gathered through an online survey hosted by IMBA Trail Solutions.

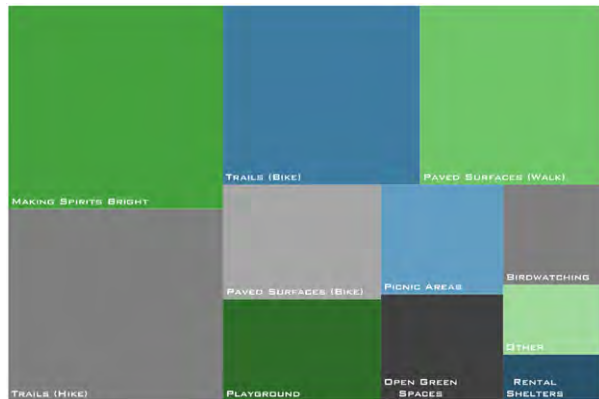
COMMUNITY SURVEY RESULTS

197 ONLINE
SURVEY RESPONSES

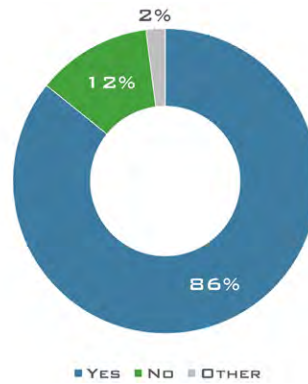
VISITATION FREQUENCY



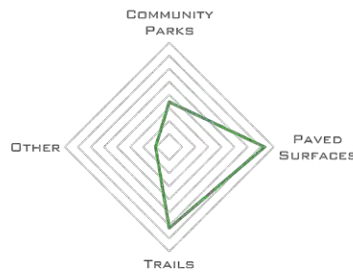
HOW DO YOU USE THE PARK?



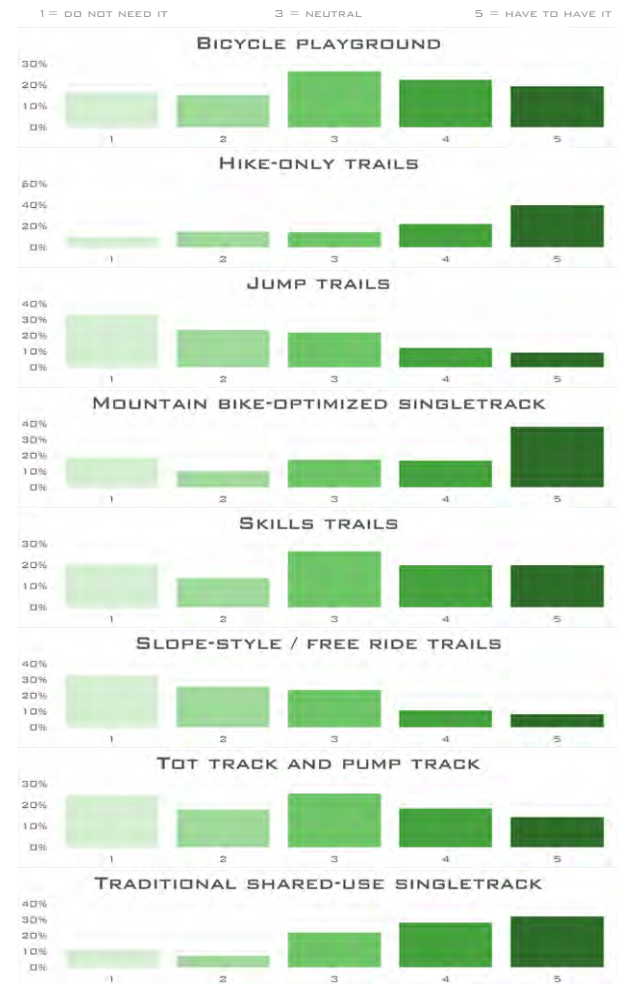
DO YOU RIDE BIKES?



WHERE DO YOU RIDE?



RANK TRAIL AND AMENITY TYPES



SAMPLE COMMENTS

1. I APPRECIATE THIS GROUP TAKING INTEREST IN THE PARK AND WANTING TO DO GOOD FOR THE COMMUNITY. I RECOGNIZE THAT BIKING EVENTS BRING NEW PEOPLE TO THE AREA AND SPEND THEIR FUN MONEY HERE WHILE VISITING. I TAKE ISSUE WITH ONE GROUP TAILORING A PUBLIC AREA FOR THEIR USE. I ALSO RECOGNIZE THAT THIS IS A GREEN SPOT WHERE ANIMALS TAKE REFUGE. WHEN JACYEES SHUTS THE PARK FOR THE LIGHT SHOW, IT'S FOR THE GOOD OF THE COMMUNITY BY RAISING FUNDS AND FOOD FOR THE DISADVANTAGED. WHEN BIKERS OR BIKING EVENTS HAPPEN, IT MAY FEED THEIR SOULS AND DROP SOME CHANGE, BUT THAT'S ABOUT IT. SEEMS A BIT SELF ABSORBED. I'M A WALKER. THERE'S BEEN MORE THAN ONE TIME THAT I'VE ALMOST BEEN RUN OVER BY A BIKER CROSSING A PAVED AREA TO CONTINUE ON THEIR TRAIL. EVERGREEN PARK NEEDS TO BE CLEANED UP OF DEAD TREES. THE TRAILS INSIDE THE WOODS NEEDS A REFRESH, BUT A FEW OF THESE IDEAS GO A BIT TOO FAR. EVERGREEN IS A TREASURE. IT NEEDS TO STAY A TREASURE FOR ALL RESIDENTS. BIKERS ARE A SMALL GROUP OF THOSE RESIDENTS.

2. MOST IMPORTANT TO ME IS TO RE-ROUTE / MAINTAIN EXISTING SINGLE TRACK FOR BETTER SUSTAINABILITY AND DRAINAGE WORKING TOWARDS BETTER TRANSITIONS FROM ONE TRAIL AREA TO THE NEXT. THE ISSUE WITH THE CURRENT TRAIL SYSTEM IS THE LACK OF ONE MAIN TRAIL SYSTEM FOR USERS TO KNOW WHERE TO GO. I RIDE EVERGREEN ABOUT 3 TIMES A WEEK SO I CAN CREATE A ROUTE THAT PAIRS TOGETHER PUT NEW COMERS WOULD BE LOST. ANOTHER OPPORTUNITY IS THE TRAILS REQUIRE A LOT OF CLIMBING WITH NO GIVE BACK ON THE DESCENTS DO TO POOR ROUTING, TIGHT TREES, AND LACK OF FLOW. I WOULD LIKE TO SEE A TRAIL HUB WITH SOME FLOW TRAIL RUNS AND JUMP LINES WHILE MAINTAINING NATURAL SINGLE TRACK LOOPS AROUND THE PERIMETER. WINMAN TRAILS IS THE PERFECT MODEL FOR WHAT I WOULD LIKE TO SEE TO GET THE WHOLE FAMILY RIDING.

3. AS A COACH/PARENT OF THE SHEBOYGAN COMPOSITE NICA TEAM EVERGREEN HAS BECOME A VERY IMPORTANT ASSET IN TEACHING THE KIDS THE SKILLS THEY NEED TO COMPETE OR SIMPLY HAVE FUN WITH THE FELLOW TEAMMATES. WHILE THE CURRENT TRAILS ARE SUITABLE FOR PRACTICE IT'S NOT IDEAL FOR PEOPLE WHO ARE NOT FAMILIAR WITH THE TRAILS. IT'S VERY EASY TO GET LOST SO WE ARE CONSTANTLY DIRECTING THE KIDS WHERE TO GO. FOR ME SIMPLE SINGLE TRACK THAT IS EASY TO NAVIGATE WITHOUT GETTING LOST AND INCLUDE SOME TECHNICAL SECTIONS AND RIDE AROUNDS IS PERFECTLY FINE BUT ANYTHING MORE WOULD BE AMAZING. THE SECOND MOST IMPORTANT TOPIC FOR ME WOULD ALSO BE THE ABILITY TO HOST MTB RACES AT EVERGREEN AGAIN THROUGH, WORS, WEMS, NICA OR ANY LOCAL EFFORT.

4. I'M MOST EXCITED ABOUT THE WAY FINDING AND TRAIL SYSTEM. I'VE BIKED THE PARK WITH A GROUP AND OFTEN FEEL LIKE THE TRAIL SYSTEM IS A PILE OF SPAGHETTI AND WOULD NEVER BIKE IT WITHOUT SOMEONE VERY FAMILIAR WITH THE PARK. THE TRAIL IMPROVEMENT AND REMOVING THE ERODING TRAILS IS ALSO GREAT. I ALSO REALLY LIKE THE PLAYGROUND AND PUMP TRACK COMPONENTS. IT'S GREAT FOR KIDS!

5. NO IMPROVEMENTS NEEDED LEAVE PARK IN A NATURAL SETTING AND SAVE TAX PAYER DOLLARS, THESE SO CALLED IMPROVEMENTS WOULD BE A BIG WASTE OF TAX DOLLARS

**The full comment list can be found in Appendix C*

TRAIL NETWORK VISION

The trail assessment performed by IMBA Trail Solutions during October 2023 in combination with community engagement throughout January 2024 informed a conceptual trail network vision that suggests improvements and new trail amenities in Evergreen Park. The conceptual trail alignments are laid out to minimize soil erosion and environmental disturbance while providing an improved shared-use trail network for all users.

Conceptual additions include zones identified for bike skills features, a pump track, a bicycle playground, and jumps. A one-mile beginner loop provides circulation through the park with bike-optimized flow trails to take advantage of the park’s elevation. Hike-only and traditional shared-use singletrack trails are drawn with

sustainable grades and alignments that allow users to configure loops of various lengths and connect with existing trails at defined hub locations.

The trail network vision recommends maintaining some of the existing trail alignments in Evergreen Park and all of the recognized and legal trails within Maywood Environmental Park and Jaycee Quarry Park. Improvements to the existing trails may be implemented on an as-needed basis to ensure proper drainage, minimize erosion, and improve the user experience. Appendix A includes potential issues identified on existing trails at the time of assessment.

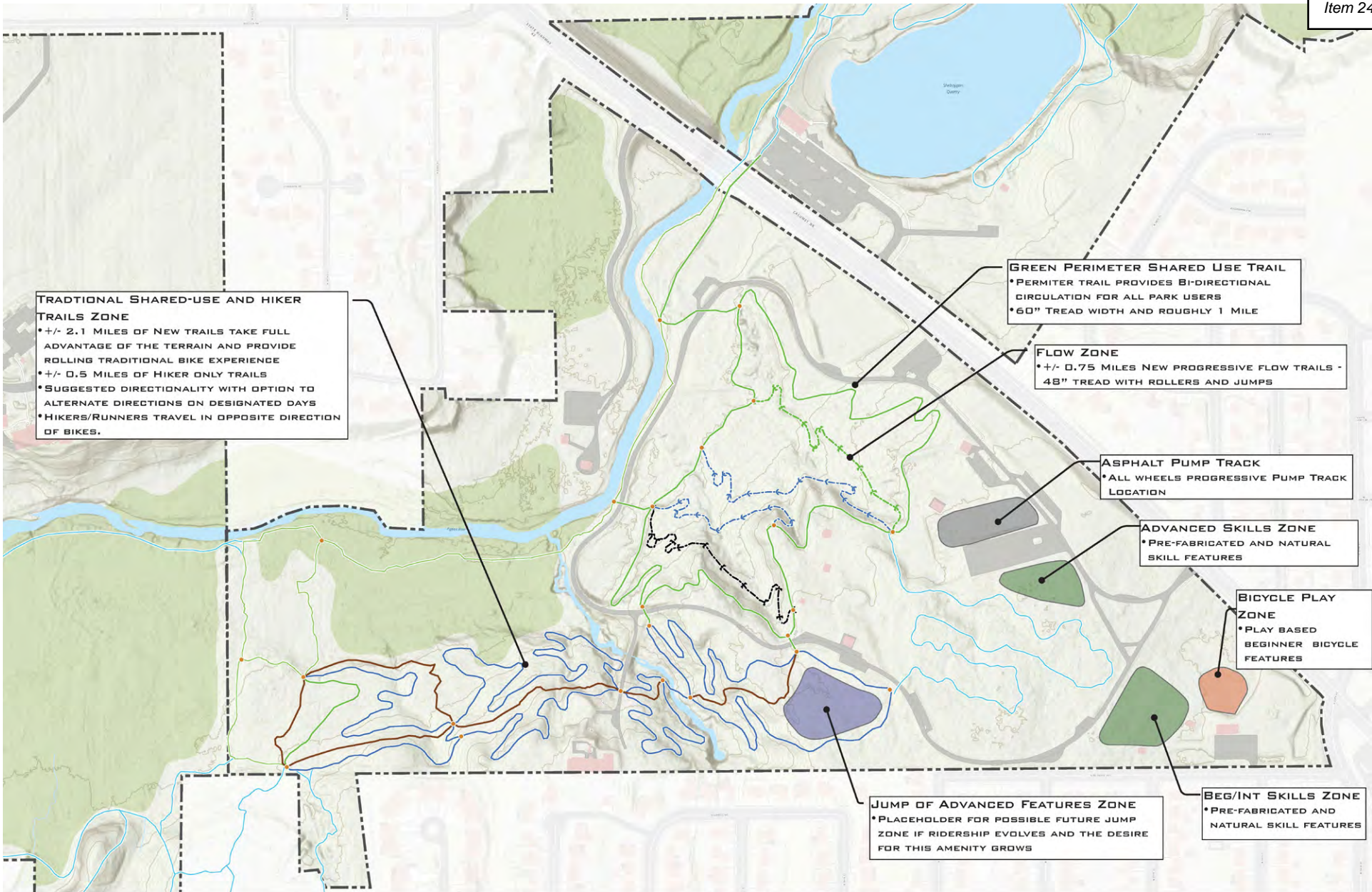
All of the new trails and amenities recommended in this plan are focused within Evergreen Park, which offers the best opportunities for sustainable trail alignments that also meet the goals outlined by stakeholders and the community. If implemented, new trail development may result in some existing trail re-routes and closures to accommodate the improved trail network alignments. During this process, proper signage and re-routes should be prioritized to allow for cohesive trail experiences in the park during phases of new design and construction.



A bicycle playground with beginner skills features provides a progressive learning environment for newcomers.



Trail construction employs a host of advanced tools, but sometimes the job simply calls for the time-tested rake.



TRAIL NETWORK VISION

EVERGREEN PARK | SHEBOYGAN, WI | JANUARY 2024

- CONCEPT HUBS
- HIKER ONLY
- EXISTING, BEGINNER, SHARED-USE
- EXISTING, TRADITIONAL SINGLETRACK, SHARED-USE
- BEGINNER, MOUNTAIN BIKE OPTIMIZED
- EXISTING, INTERMEDIATE, SHARED-USE
- INTERMEDIATE, TRADITIONAL SINGLETRACK, SHARED-USE
- INTERMEDIATE, BIKE-OPTIMIZED
- ADVANCED, BIKE-OPTIMIZED
- PROJECT AREA BOUNDARY



RECOMMENDED PHASING

Trail design and construction is commonly divided into manageable phases of work to help communities prioritize goals, raise funds, and develop projects over a reasonable timeline. The following phases are recommended for implementing the Trail Network Vision for Evergreen Park:

1 SIGNAGE AND WAYFINDING PHASE

This phase of work is already underway, which includes establishing a designated route through the existing trail network with new signage and wayfinding.

2 INITIAL IMPROVEMENTS PHASE

The second phase includes creating a new one-mile perimeter trail that provides bidirectional circulation through the interior of the park for all users. This perimeter trail would be constructed in combination with a bicycle playground near the existing playground, a beginner and intermediate skills zone with prefabricated and natural skills features, and a progressive flow zone that would establish nearly a mile of bike-optimized trails.

3 MILEAGE AND FEATURES PHASE

The third phase includes creating hike-only trails and constructing new traditional singletrack trails that utilizes modern, sustainable trail design techniques. Additional developments may include an asphalt pump track near the existing parking lots, an advanced skills zone, alternate lines on trails that mimic NICA features, and a placeholder for an advanced feature and jump zone.

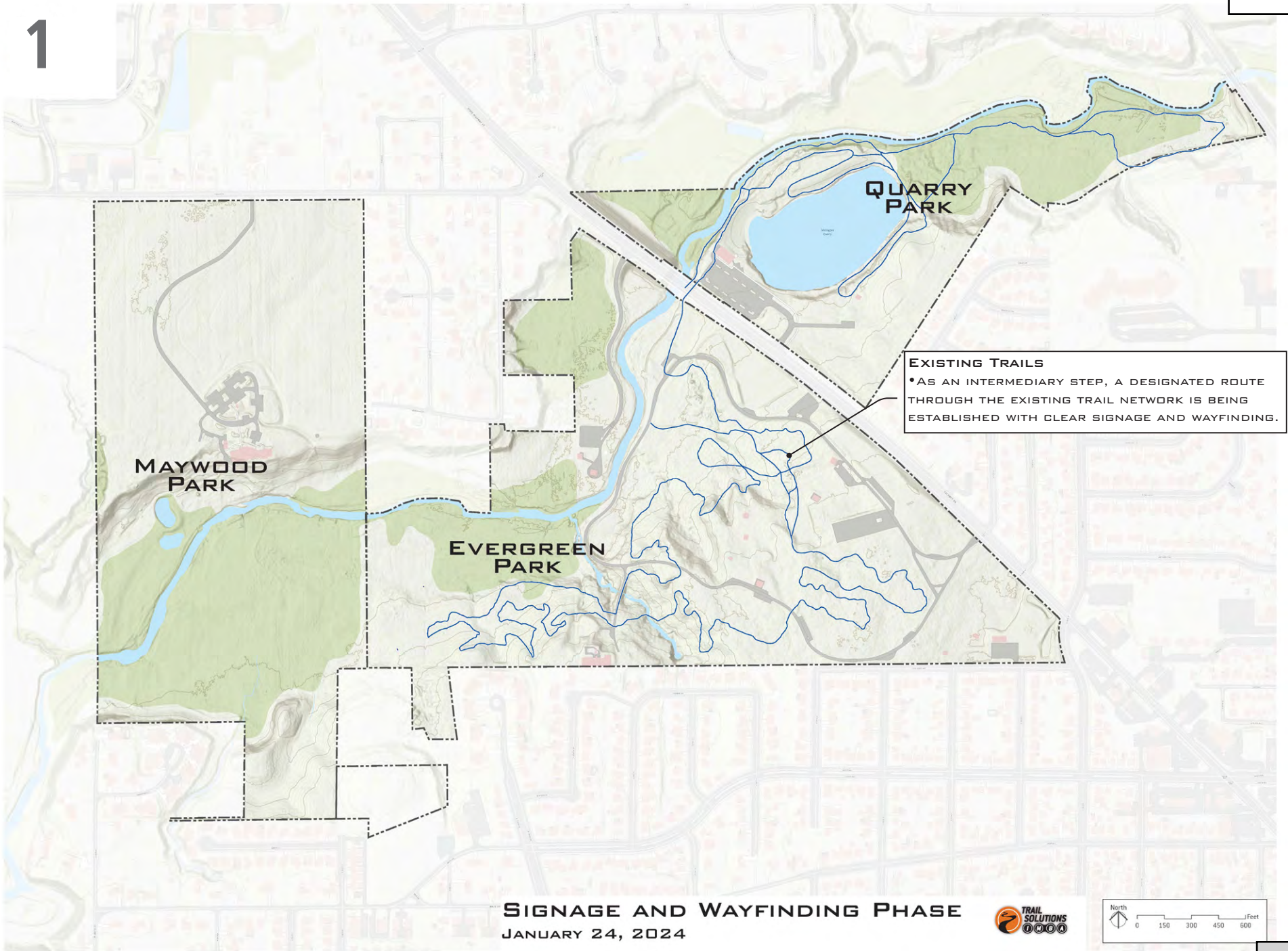


Sustainable trails provide immersive nature experiences, serving a wide range of activities and community members.

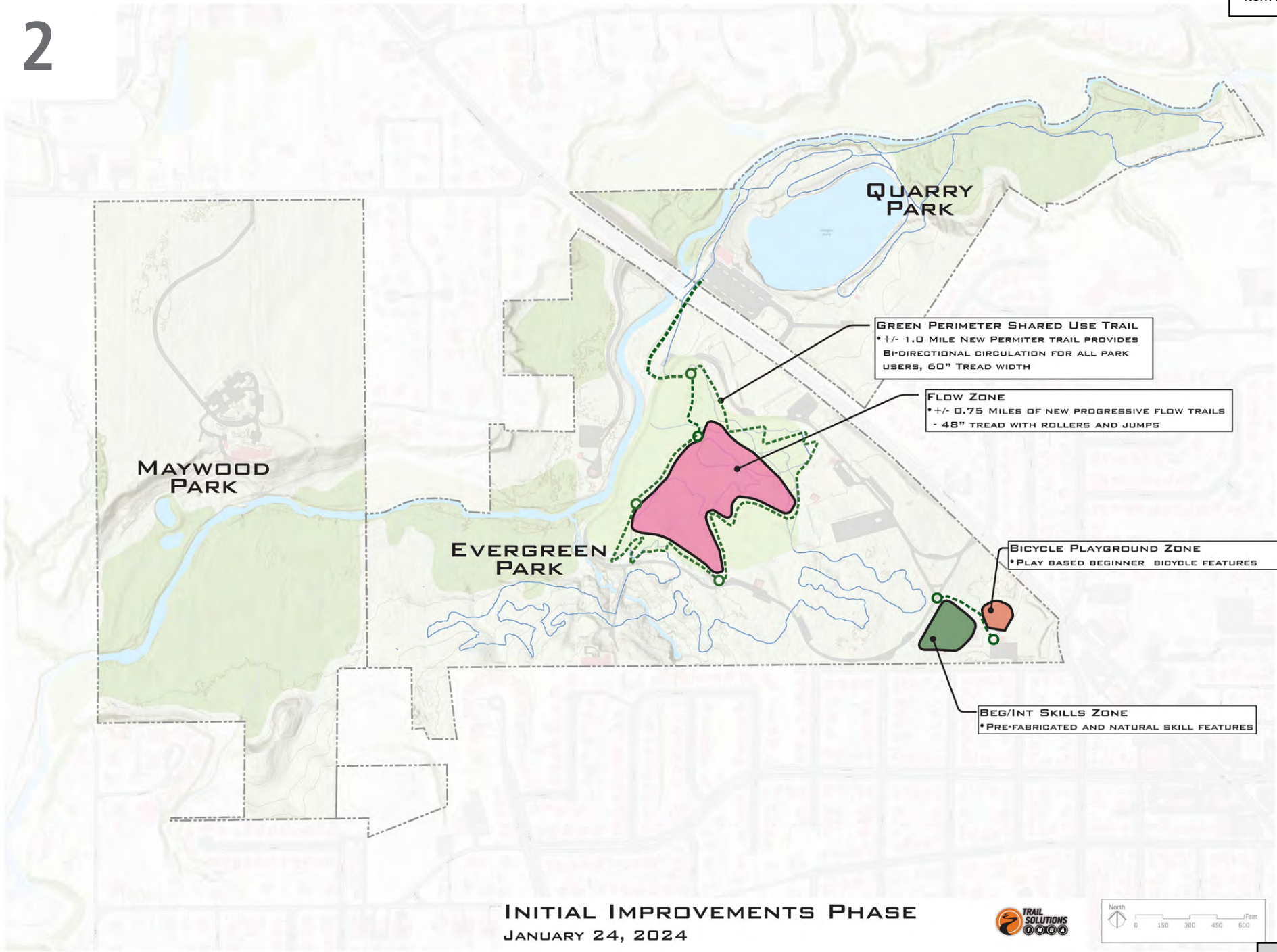


Well-designed trails minimize environmental impact by considering the local soils, hydrology, and biota.

1



2

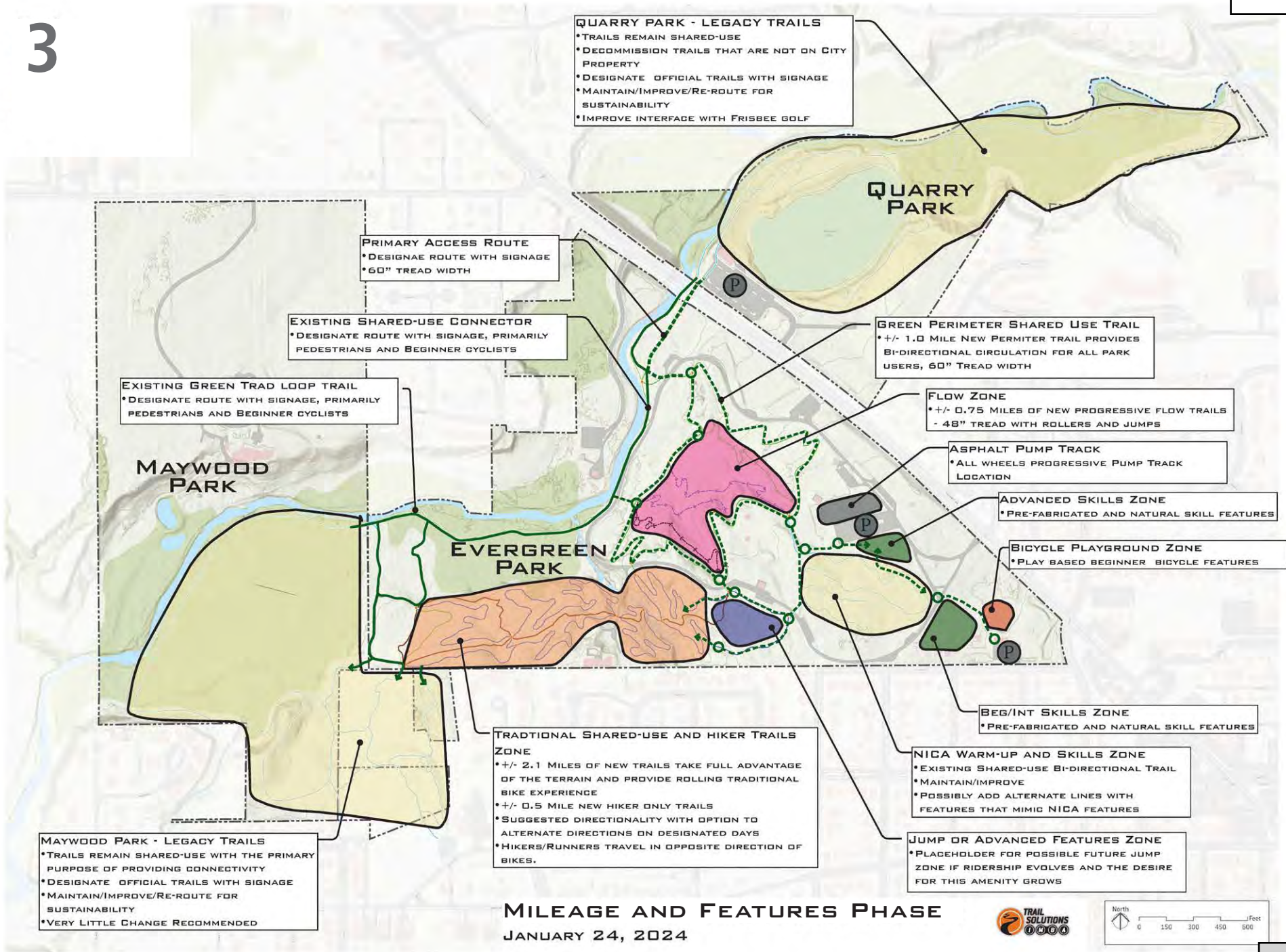


Evergreen Bike Park: Initial Improvements Phase Conceptual Cost Opinion

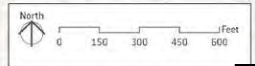
Item	Description	Cost
Phase 1 Development		
Bike Amenities		
Bike playground	350 to 450 feet with 7 to 10 features	\$60,000
Beginner/Intermediate skills zone	0.33-mile trail with 13-16 features	\$100,000
Green perimeter shared-use trail and Quarry Connection	1.2 miles - 60" Tread width	\$60,000
Flow Trails	0.8 miles Bike optimized flow/feature trails	\$80,000
Trail Design Services		
Field Flagging of trails	2.0 miles of trails	\$10,000
Schematic design of bike playground and skills zone	Schematic documents that would support a design build level of construction	\$17,000
Trail and Bike Amenity Implementation costs		
Signage	Main kiosk; Wayfinding, information, and bike park amenity signs	\$35,000
Permitting, compliance, and monitoring	Various local, state, and/or federal permits	\$6,000
Mobilizations for construction	Cost of mobilizing 3-person build team to/from project site	\$10,000
Phase 1 Totals:		
Estimated Phase 1 Bike Park and Trail Construction:		\$378,000
Total Estimated Contingency:		\$22,000
		\$400,000

Notes: This conceptual cost opinion provides a +A1:C28high level opinion of the costs of construction and serves as a tool for planning purposes only. It is expected that actual costs may fluctuate +/-20% from the amounts provided in this cost opinion. The cost opinion does not serve as a bid. Costs for site preparation, utility connections, and stormwater infrastructure are not included in this estimate. Permitting costs assume a variety of local, state, and federal regulations apply (i.e. stormwater, land disturbance, etc.). Construction costs assume professional trail contractors perform the work. Contingency is assumed to allow for adjustments during design and permitting. Cost opinion reflects current prices and does not account for future cost escalation.

3



MILEAGE AND FEATURES PHASE
 JANUARY 24, 2024



Evergreen Bike Park: Mileage and Features Phases Conceptual Cost Opinion

Item	Description	Cost
Phase 2 Development		
Bike Amenities		
Advanced Skills Zone	.25-mile trail with 10-15 features	\$120,000
NICA warm-up and skills zone	Maintenance and improvements	\$25,000
Jump or advanced features zone	4-5 progressive jump/features lines	\$175,000
Traditional shared-use trails	2.1 miles traditional machine built singletrack	\$100,000
New shared-use bridge	construct new bridge at current crossing (traditional shared-use trails)	\$20,000
Hiker only trails	0.5 miles hiking trails	\$500
Trail Design Services		
Field Flagging of trails	2.6 miles of trails	\$15,000
Design Development design of pump track and advanced skills zone	DD documents that would support a bid and contractor procurement process	\$37,500
Schematic design of jump or advanced features zone	Schematic documents that would support a design build level of construction	\$17,500
Trail and Bike Amenity Implementation costs		
Signage	Main kiosk addition; Wayfinding, information, and bike park amenity signs	\$20,000
Permitting, compliance, and monitoring	Various local, state, and/or federal permits	\$18,000
Mobilizations for construction	Cost of mobilizing multiple build teams to/from project site (up to 3 separate teams)	\$45,000
Phase 2 Totals:		
Estimated Phase 2 Bike Park and Trail Construction:		\$568,500
Total Estimated Contingency:		\$31,500
		\$600,000
Phase 3 Development		
Bike Amenity		
Asphalt Pump Track	+/- 18,000 square foot pump track	\$630,000
Phase 3 Totals:		
Estimated Phase 3 Pump Track Construction:		\$630,000
Total Estimated Contingency:		\$35,000
		\$665,000

Notes: This conceptual cost opinion provides a high level opinion of the costs of construction and serves as a tool for planning purposes only. It is expected that actual costs may fluctuate +/-20% from the amounts provided in this cost opinion. The cost opinion does not serve as a bid. Costs for site preparation, utility connections, and stormwater infrastructure are not included in this estimate. Permitting costs assume a variety of local, state, and federal regulations apply (i.e. stormwater, land disturbance, etc.). Construction costs assume professional trail contractors perform the work. Contingency is assumed to allow for adjustments during design and permitting. Cost opinion reflects current prices and does not account for future cost escalation.

IMPLEMENTATION AND NEXT STEPS

Concept Plan Review

To bring this concept plan to fruition, the next step is to share this report and supporting maps with the appropriate stakeholders and staff to gather feedback and devise next steps. This coordination will help identify unknown sensitive resources that should be avoided, highlight potential conflicts that could be proactively mitigated, and address other important issues in order to ensure positive outcomes with the project. Public meetings with community leaders, residents and other stakeholders are encouraged to engage the public and build interest in the project.

Design

This plan offers a vision for trail development in Evergreen Park in Sheboygan, Wisconsin. The plan identifies conceptual opportunities but will require refinement and detailed design. Design is vital to a successful trail system. Professional trail layouts will minimize resource impacts and maximize visitor experience. During design, it is imperative to identify permitting and compliance needs. Trail design includes field flagging, which is subject to degradation due to weather and animals. Field layout should occur no more than two years before anticipated construction for most projects.

Permitting and Compliance

All construction projects are subject to regulatory requirements. Obtaining proper permits ensures that work follows local, state, and federal laws as trail concept plans are implemented. At least as important, working under permits can help trail builders and visitors to be good stewards of the land.

Trails are used for many reasons, but a chief motivator among visitors is to enjoy the outdoors. Ground disturbance, uncontrolled erosion, and sedimentation can negatively impact our environment, water quality, flora, and fauna. These impacts are also unsightly and, if not quickly mitigated, can rapidly increase maintenance costs and ultimately create trails that visitors no longer want to visit.

Utility Locate

It is against state law to excavate or grade without a utility location. It is extremely important that contractors notify the applicable organizations in a timely fashion for utility location services prior to construction.

Construction

The trails recommended in this plan require extensive mechanized construction and knowledge of sustainable trail building practices. IMBA Trail Solutions recommends the alignments be constructed by professional trail builders. The Professional Trailbuilders Association (PTBA) maintains a list of quality trail builders; however, this list is not exhaustive and does not include all qualified trail builders.

Maintenance and Stewardship

Maintenance is an ongoing cost and should be planned and budgeted from the onset of a project. Trails should be managed according to trail type guidelines, respective trail narratives, and recommended difficulty levels. Typical annual maintenance budgets for traditional and mountain bike-optimized trails range from 5% to 15% of the construction cost. Some of the annual maintenance for trails can be performed by trained volunteers. These tasks will include corridor trimming, downed tree removal, tread clearing, and minor drainage work. Professional assistance will be required occasionally. Increasingly, mountain bike trail systems are hiring part- or full-time staff to provide maintenance to trail systems. Ensuring a quality, consistent riding experience is key to attracting visitors and keeping a local riding community satisfied and growing.

CONCLUSION

Evergreen Park is a treasure for the City of Sheboygan, offering a diverse array of outdoor recreational opportunities for both residents and visitors. This park serves many purposes, attracting individuals in search of nature, exercise, tranquility, and exploration, all within the forested heart of the city. Evergreen park has been around for decades and has witnessed eras of enhancement, decline, restoration and evolution. Now, with renewed energy from the City of Sheboygan and Sheboygan County Cycling, there is a great opportunity to breathe new life into the park’s trail system, ensuring its enjoyment for generations to come. This concept plan showcases exciting additions to the park, such as flow trails, skills features, a dedicated bicycle playground, hike-only trails, and a revitalized traditional singletrack network. Collectively, these enhancements provide a more comprehensive and sustainable trail network, fostering enduring recreational experiences for all who visit.



**CITY OF SHEBOYGAN
RESOLUTION 158-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

FEBRUARY 3, 2025.

A RESOLUTION authorizing Lakeshore Child Advocacy Center to sublease a portion of their office space within Uptown Social senior community center located at 1817 N. 8th Street, Sheboygan, to CASA Sheboygan.

WHEREAS, Lakeshore Child Advocacy Center (“LCAC”) holds a lease for approximately 5,430 square feet of building space within Uptown Social located at 1817 N. 8th Street, Sheboygan, which they utilize for local branch operations; and

WHEREAS, LCAC is not fully utilizing the leased premises and desires to sublease a portion of the space to CASA of East Central Wisconsin (“CASA”), a nonprofit providing specially selected and trained volunteers as advocates for abused and neglected children who are under the jurisdiction of the juvenile justice system in Manitowoc and Sheboygan Counties, for use as a Sheboygan County branch location; and

WHEREAS, the lease agreement between the City and LCAC includes a limitation on sublease requiring City approval prior to entering into any sublease agreement; and

WHEREAS, the City acquired 1817 N. 8th Street with the financial assistance of a U.S. Housing and Urban Development Section 108 Loan Guarantee Program Community Development Block Grant for the purpose of developing a senior community center and maintaining space to rent to additional public service providers for the City’s benefit; and

WHEREAS, CASA’s operations qualify as a public service under the terms of the Section 108 Loan Guarantee Program.

NOW, THEREFORE, BE IT RESOLVED: That the City approves LCAC's request to enter into a sublease agreement with CASA for a portion of the leased premises at Uptown Social contingent upon City Attorney approval.

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 157-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

FEBRUARY 3, 2025.

A RESOLUTION authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program.

WHEREAS, the City of Sheboygan Police Department has obtained a JAG Program grant in the amount of \$24,112 from the State of Wisconsin, Department of Justice to support the Sheboygan County MEG Unit; and

WHEREAS, the Byrne Memorial Justice Assistance Grant (JAG) Program provides funds to support multi-jurisdictional law enforcement drug task force projects aimed at enhancing interagency coordination and intelligence sharing targeting gangs, drugs, and firearms for the period January 1, 2025 through December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to sign all documents necessary for the acceptance, administration, and expenditure of the grant described in this Resolution.

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

**WISCONSIN DEPARTMENT OF JUSTICE
Sheboygan County MEG Unit Operations
Grant Summary Sheet**

Grantee or Unit of Government: **City of Sheboygan**

Project Name: **Sheboygan County MEG Unit Operations**

Address: **Sheboygan Police Department, 1315 N. 23rd Street, Sheboygan, Wisconsin,
53081-3180**

Project Director: **Joel Hendrikse**

Phone number: **920-467-5192**

Signing Official: **Ryan Sorenson, Mayor, City of Sheboygan, 828 Center Avenue,
Sheboygan, Wisconsin 53081-4442**

Amount of Federal Award: **\$ 14,251**

Amount of Match: **\$9,861**

Amount of Total Award: **\$24,112**

SUMMARY OF GRANT:

Funds awarded to the Sheboygan County MEG Unit will be used to identify and investigate the most significant drug threats, to arrest individuals who deal drugs and seize illicit drugs and assets. Fentanyl and meth remain the primary threat to our community with fake pharmaceuticals also posing a continuing problem. The MEG Unit works with multiple agencies, including DEA, Wisconsin DOJ, DCI, HIDTA, USPS and other local agencies in investigating drug cases in our communities as well as those leading outside of the county. The MEG Unit is the primary drug unit for the county and member agencies depend on the unit to target and investigate the most significant drug threats to our communities, which in turn decreases drug-related crime and makes our communities a safer place to live. Awarded funds will be used to train new and current investigators, overtime for investigations, salary for a part-time secretary, salary for part-time analyst/intern and MEG supplies for operating cost.

Name of Program Manager: **Brittney Felton**

Phone number: **608-218-0610**

Name of Grants Specialist: **Sarah Fanning**

Phone number: **608-590-9464**



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Josh Kaul
Attorney General

Room 114 East, State Capitol
PO Box 7857
Madison WI 53707-7857
(608) 266-1221
TTY 1-800-947-3529

December 11, 2024

Joel Hendrikse, Sergeant
Sheboygan Police Department
1315 N. 23rd Street
Sheboygan, WI 53081-3180

RE: Sheboygan County MEG Unit Operations
DOJ Grant Number: 2023-DJ-01-19342

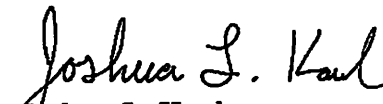
Dear Sgt. Hendrikse:

The Wisconsin Department of Justice, Division of Law Enforcement Services, has approved a grant award to City of Sheboygan in the amount of \$24,112 which includes your agency's matching funds. These funds are available through a grant under the Byrne Memorial Justice Assistance Grant Program with funding awarded by the U.S. Department of Justice, Office of Justice Programs. This grant supports City of Sheboygan's MEG Unit Operations.

To accept this award, please have the authorized official sign the *Signatory Page, Certified Assurances and Lobbying and Debarment Forms* in addition to initialing the bottom right corner of Attachments A and B, if enclosed. The project director signs the acknowledgement notice. Please return the signed award document to the Wisconsin Department of Justice within 30 days. Please maintain a copy for your records. Funds cannot be released until all signed documents are received and any special conditions are met.

As project director, you will be responsible for all reporting requirements outlined in the grant award and ensuring that funds are administered according to the approved application materials and certifications. Please refer to the enclosed FAQ sheet for contact information and grant guidelines. We look forward to a collaborative working relationship with you.

Sincerely,


Joshua L. Kaul
Attorney General

JLK:EJW:alm

Enclosures



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Josh Kaul
Attorney General

Room 114 East, State Capitol
PO Box 7857
Madison WI 53707-7857
(608) 266-1221
TTY 1-800-947-3529

BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
Sheboygan County MEG Unit Operations
2023-DJ-01-19342

The Wisconsin Department of Justice (DOJ) hereby awards to **City of Sheboygan**, (hereinafter referred to as the **Grantee**), the amount of **\$24,112 which includes match** for programs or projects pursuant to the federal Omnibus Safe Streets and Crime Control Act of 1968, as amended.

This grant may be used until **12/31/2025** for the programs consistent with the budget and general conditions in Attachment A, subject to any limitations or conditions set forth in Attachments B and/or C, if included.

The Grantee shall administer the programs or projects for which this grant is awarded in accordance with the applicable rules, regulations, and conditions of the Wisconsin Department of Justice. The submitted application is hereby incorporated as reference into this award.

This grant shall become effective, and funds may be obligated (unless otherwise specified in Attachments A and/or B) when the Grantee signs and returns a signed copy of this grant award to the Wisconsin Department of Justice. In addition, please note that grant activity may not begin until the project start date.

BY: Joshua L. Kaul
JOSHUA L. KAUL
Attorney General
Wisconsin Department of Justice

12/11/2024
Date

The (Grantee), **City of Sheboygan**, hereby signifies its acceptance of the above-described grant on the terms and conditions set forth above or incorporated by reference therein.

GRANTEE: **City of Sheboygan**
BY: Bryan Sorenson
NAME: **Bryan Sorenson**
TITLE: **Mayor**

12/20/24
Date

Completion of this signed grant award within 30 days of the date of the award is required to release federal funds.

**WISCONSIN DEPARTMENT OF JUSTICE
ATTACHMENT A**

Subgrantee: City of Sheboygan
 Project Title: Sheboygan County MEG Unit Operations CFDA# 16.738
 Grant Period: From 1/1/2025 To 12/31/2025
 Grant Number: 2023-DJ-01-19342 UEI Number: WKMFKB4K6XH5
 Federal Award Identification Number and Federal Award Date: 15PBJA-23-GG-03046-JAGX 10/1/22
 Federal Awarding Agency: U.S. Department of Justice, Bureau of Justice Programs

APPROVED BUDGET

See your Egrants Application for details

	Federal & Match
Personnel	\$10,712
Employee Benefits	
Travel (Including Training)	\$1,000
Supplies & Operating Expenses	\$6,400
Equipment	
Consultants/Contractual	\$6,000
Other	
Indirect	
FEDERAL TOTAL	\$14,251
MATCH TOTAL	\$9,861
TOTAL APPROVED BUDGET	\$24,112

Award General Conditions:

- Grant recipients are advised that DOJ will monitor grants to ensure that funds are expended for appropriate purposes and that recipients are complying with state and federal requirements as described in the grant award contract. This includes timely completion of progress and financial reports, active efforts to achieve and measure stated goals and objectives, appropriate documentation of activities and outcomes, on-going submission of participant data, and adherence to any conditions included in the grant award.
- All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.
- The DOJ reserves the right to withhold grant payments if the grant recipient is delinquent paying any obligation to DOJ such as background check fees, etc. Refusal to provide information requested by DOJ may impact the payment of current or approval of future grant funds.
- Please be advised that a hold may also be placed on any current or future application or grant payment if it is deemed that an agency is not in good standing on any DOJ grants or other reporting requirements, has other grants compliance issues (including being out of compliance with special conditions) that would make the applicant agency ineligible to receive future DOJ funding, failure to make progress in obtaining project goals and objectives, and/or is not cooperating with an ongoing DOJ grant review or audit.

5. A hold may also be placed on any application or grant payment if it is deemed that an agency is not in compliance with federal civil rights laws and/or is not cooperating with an ongoing federal civil rights investigation.
6. **Program Income:** To maintain consistent practices with other similar programs, and as a proven practice, projects funded under this announcement are subject to program income guidelines detailed in the federal Office of Justice Programs Financial Guide. Grant award funds received are not program income. Program income is income earned by the recipient, during the funding period, as a direct result of the award. Any fees charged to the participants of your project are considered program income. The amount earned as program income during the length of the grant period must be expended by the end of the grant period and must be used for the purposes and under the condition applicable to the award.
7. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner to provide maximum open and free competition.
8. If the grant award budget contains wages, the grantee's records must be maintained in a form that, at any given time, an auditor or DOJ representative would be able to identify the use of Federal and Matching funds. These records should include information such as employee name, rate of pay, hours worked, and amount of time dedicated to the grant project.
9. Award funds will be used to supplement, not supplant, planned or allocated funds
10. To be allowable under a grant program, all funds (state, federal, and cash match) must be obligated (purchase order issued) or paid for services provided during the grant period. If obligated by the end of the grant period, payment must be made within 30 days of the grant period ending date. Any grant activity outside the project period is not eligible for reimbursement.
11. All budget changes require prior approval from DOJ and must be requested in a grant modification via Egrants.
12. Subgrantees acknowledge that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR 42.302) that is approved by the Federal Office of Civil Rights, is a violation of its Certified Assurances and may result in the suspension of the grant.
13. Grant funds will be paid to grantee on a reimbursement basis. Expenses must be incurred and paid for by the agency/organization within the reporting period.
14. Any changes in personnel involved with the grant including the Project Director, Financial Officer, and/or Signatory must be reported to DOJ in a grant modification via Egrants.
15. Fees for independent consultants may not exceed the federal rate of \$650 per eight-hour day unless prior approval is received from DOJ.
16. Reimbursement for travel (i.e. mileage, meals and lodging) is limited to state rates.
17. Recipient fully understands that DOJ has the right to suspend or terminate grant funds to any recipient that fails to conform to the requirements (special/general conditions and general operating policies) or that fails to comply with the terms and conditions of its grant award.
18. All contracts pertaining to this grant must be submitted to DOJ within 30 days of receipt of Grant Award Documents.
19. If the grant award contains equipment, a request for reimbursement should only be submitted once the equipment is installed and testing has been completed.

20. Positions funded by this grant must have a position description. Submit the position description and name of employee in Egrants within the Monitoring Section under Project Document Attachment.

21. The recipient agrees to cooperate with WI DOJ monitoring to ensure compliance of US DOJ Grants guidelines, Financial Guide, and OJP guidelines, protocols and procedures. Recipient agrees to cooperate with WI DOJ (including the Program Contact, Fiscal Contact, Grants Specialist Monitor, Supervisors, and/or Administration) for this award, including requests related to desk reviews and/or onsite/virtual visits. The recipient agrees to provide to WI DOJ all documentation necessary for WI DOJ to complete the monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set out by WI DOJ for providing the requested documents. Failure to cooperate with WI DOJ monitoring activities may result in actions that affect the recipient's WI DOJ awards, including, but not limited to: withholding and/or other restrictions on the recipient's access to award funds, referral to the WI DOJ designation of High-Risk grantees, or terminate of an award(s).


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BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAM
ATTACHMENT B

Award Special Conditions:

1. The grantee must agree that the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training within 120 days of the grant award date if they have not already done so. This training must be taken every four years and will be offered free of charge through the Center for Task Force Integrity and Leadership at the federal Bureau of Justice Assistance. The training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grantee. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).



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**BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM
ACKNOWLEDGEMENT NOTICE**

Grantee: City of Sheboygan Date: December 2024
Project Title: Sheboygan County MEG Unit Operations Grant No. 2023-DJ-01-19342

The following regulations and obligations (referenced below) apply to your grant award.

Note: Reports due 04/12 include January, February, and March program activity
Reports due 07/12 include April, May, and June program activity
Reports due 10/12 include July, August, and September program activity
Reports due 01/12 include October, November, and December program activity

QUARTERLY PERFORMANCE MEASURE REPORTS must be submitted on a scheduled basis and must be completed in the federal web-based Performance Measurement Tool (PMT). Additional information on this system and instructions will be provided by DOJ. Performance Measure reports on the status of your project are due in the PMT on:

04/12/25 07/12/25 10/12/25 01/12/25 FINAL

QUARTERLY PROGRAM REPORTS must be submitted on a scheduled basis and must be completed in Egrants. Narrative reports on the status of your project are due to DOJ on:

04/12/25 07/12/25 10/12/25 01/12/26 FINAL

QUARTERLY FINANCIAL REPORTS must be submitted on a scheduled basis and must be completed and certified in Egrants. Supporting documentation must be attached to the Egrants Fiscal Report and are due to DOJ on:

04/12/25 07/12/25 10/12/25 01/30/26 FINAL

INVENTORY REPORTS must be submitted in Egrants for all equipment purchases and are due to DOJ on:

01/30/26

EEOP CERTIFICATION FORM The Office of Justice Programs requires that all subgrantees complete the EEOP Certification form and submit it to the Office for Civil Rights. The EEO Program reporting tool can be accessed at https://ocr-eeop.ncjrs.gov/_layouts/15/eeopLogin2/customLogin.aspx?ReturnUrl=%2f_layouts%2f15%2fAuthenticate.aspx%3fSource%3d%252F&Source=%2F

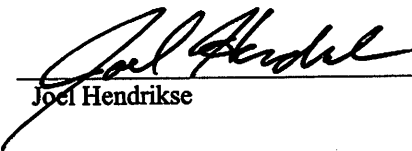
A copy of the completed Certification Form must be returned with the signed grant award.

OTHER: Complete and return Certified Assurances and Lobbying/Debarment Forms, enclosed.

ACKNOWLEDGEMENT

The materials referenced above were received and reviewed by the appropriate members of this organization. I also acknowledge receipt of the Grant Award and any attached Special Conditions, as well as receipt of the General Conditions which were previously provided in the Instructions for Filing and Application. I understand that this grant is awarded subject to our compliance with all Conditions, Regulations, and Obligations described in the above materials.

12-20-24
Date



Joel Hendrikse

, Project Director

*U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER*

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction", as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;
- (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
- (d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

- (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Sheboygan Police Department, 1315 N. 23rd Street, Sheboygan, Wisconsin, 53081-3180

Grantee Name and Address

Sheboygan County MEG Unit Operations

Project Name

Ryan Soreson

12/20/24

Ryan Soreson, Mayor

Date

Signature of Chief Executive (Co. Board Chair, Co. Executive, Mayor)

STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

FEDERAL AWARD CONDITIONS

1 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3 Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4 Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022

award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a

religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14**Employment eligibility verification for hiring under the award****1. The recipient (and any subrecipient at any tier) must--**

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction**A. Staff involved in the hiring process**

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal

confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

20

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

21

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

22

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

23

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

26

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

28**Restrictions on "lobbying"**

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

29**Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS**

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

30**Justice Information Sharing**

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

31**Avoidance of duplication of networks**

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

32**Law enforcement task forces - required training**

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to

support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

33

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

35

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

36

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

37

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

38

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

39

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings

and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

40
Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

41
Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

42
Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

43
Confidentiality of data


The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

44
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

45
In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

CERTIFICATION

Lead Agency's Chief Executive: I certify that applicant will comply with the above-certified assurances.



Signature of Chief Executive (Co. Board Chair, Co. Executive, Mayor)
Ryan Sorenson, Mayor

12/20/24

Date
920-459-3317

Telephone Number

**CITY OF SHEBOYGAN
RESOLUTION 160-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

FEBRUARY 3, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into an Agreement with Lexipol, LLC for training and policy materials.

NOW, THEREFORE, BE IT RESOLVED: That the Fire Chief is authorized to execute the attached Agreement with Lexipol, LLC for training and policy materials, including an Annual Fire Policy Manual and Daily Training Bulletins with Supplemental Publication Service for Fire Operations Procedures.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds to cover the expenses associated with the above purchase from Acct. No. 101220-533106 (General Fund - Fire & EMS - Software Maintenance & Subscriptions).

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



MASTER SERVICE AGREEMENT

Agency's Name: Sheboygan Fire Department
Agency's Address: 1326 N 25th St
Sheboygan, Wisconsin 53081

Attention: Assistant Chief Mike Lubbert

Sales Rep: Nicole Falconer
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date: February 1, 2025
(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Sheboygan Fire Department

Lexipol, LLC

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Subscription + One-Time-Cost
Implementation

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 13,546.00	15%	USD 2,031.90	USD 11,514.10
	Subscription Line Items Total			USD 2,031.90	USD 11,514.10
				USD 2,031.90	USD 11,514.10
Subscription + One-Time-Cost Implementation Discount:					USD 2,031.90
Subscription + One-Time-Cost Implementation TOTAL:					USD 11,514.10

Discount Notes

15% discount applied to Annual Policy Subscription

Exhibit B
Terms and Conditions of Service

Item 27.

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 “Agency Data” means all data, information, and content owned by Agency prior to the Effective Date of this Agreement, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 “Agreement” means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Custom Agreement Terms” refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 “Effective Date” means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the “Effective Date.”

1.6 “Initial Term” means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.7 “Lexipol Content” means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.8 “Services” means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services ordered pursuant to Exhibit A herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹Note: Online Services fees are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as they are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. **Terms of Service.** The following provisions govern access to and use of specific Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS")², Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services").

5.2 **Professional Services.** Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service.

5.3 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

6. **Intellectual Property.** Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol's policy Content may be incorporated into Agency's final policies⁴, including beyond the expiration or termination of this Agreement, but Agency may not create other Derivative Works, share Lexipol Content with third parties, or commercialize Lexipol Content in any way. As used herein, other "Derivative Work s" include any work product based on or which incorporates Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol shall have no liability for Agency's creation or use of Derivative Works.

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.
³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.
⁴ NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, WILL BE CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

7. **Confidentiality.** Each Party may disclose information to the other Party that would be reasonably considered confidential including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party shall (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

8. **Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

9. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

10. **General Terms.**

10.1 **Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 **General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 **Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 **Waiver.** Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 **Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

**CITY OF SHEBOYGAN
RESOLUTION 159-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

FEBRUARY 3, 2025.

A RESOLUTION authorizing the appropriate City officials to execute a Waiver of Right to Claim Damages and a Liability Release document in order to allow fire personnel access to an SBA Communications Corporation tower for training purposes.

NOW, THEREFORE, BE IT RESOLVED: That the Fire Chief is authorized to execute the attached Waiver of Right to Claim Damages for Injury or Loss and the attached Liability Release, Waiver, Discharge, and Covenant Not to Sue on behalf of SBA Communication Corp. in order for Sheboygan Fire Department personnel to be granted access to tower structures for training purposes.

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



WAIVER OF RIGHT TO CLAIM DAMAGES FOR INJURY OR LOSS

In consideration of being allowed admittance to the premises located at:

TOWER NAME: **Wilson Avenue**

SITE NUMBER: **WI21282**

SITE ADDRESS: **3333 Lake Shore Drive Sheboygan, WI 53082**

(the "Premises") and being allowed access to climb the tower at the premises for the sole purpose of tower climbing and rescue training, **City of Sheboygan Fire Dept** (the "Undersigned") on behalf of itself, its affiliates, directors, officers, employees, agents, representatives and contractors does, to the extent permitted by applicable law, hereby waive and relinquish any and all right to claim damages for injury or death or property damage sustained in connection therewith due to any cause whatsoever against SBA Communications Corporation or any of its affiliates or subsidiaries (collectively, "SBA") and their respective directors, officers, employees, agents and representatives. The Undersigned represents and warrants that the employees and other personnel of the Undersigned have acknowledged in writing that entering the Premises and ascending the tower on the Premises could create exposure to inherently dangerous conditions and have accepted full responsibility for any injury or damage that might be sustained by such employees or personnel. Further, the Undersigned shall (i) have each individual employee or personnel sign a waiver and release document in form and content satisfactory to SBA and deliver the same to SBA prior to such employee's or personnel's entry onto the Premises, and (ii) take all reasonable steps to prevent any individual who has not signed such waiver and release document from entering the Premises. To the extent permitted by applicable law, the foregoing waivers are to apply regardless of any actual or alleged negligence on the part of SBA or its directors, officers, employees, agents or representatives.

City of Sheboygan Fire Dept (the "Undersigned") also agrees to pay all Training, Testing and Usage Fees (collectively, "Fees") in the amount of \$ **0.00** (the "Fees") prior to the training, testing or usage scheduled for **Apr.29 - May 1** (the "Event Date"). All checks must be made out to: SBA Network Services, LLC.

The Fees are not refundable. In the event of cancelation not caused or directed by SBA, the company has 120 days from the scheduled commencement date of the Event to reschedule the Event as permitted herein. If the company does not reschedule the Event within this 120-day period, then all Fees will be forfeited.

If cancelation of the Event is caused or directed by SBA, then SBA will use commercially reasonable efforts to reschedule the Event, including but not limited to offering to hold the Event at a different location. Accommodation will be based on the site's NTP schedule using the SBA NTP Portal and other authorization requirements. All events involving SBA tower sites must have a valid NTP.

SBA makes no guarantees of the site condition and suggests visiting the site prior to scheduling an event.

Upon arrival to the site location, the SBA NOCC must be notified by using the SBA Site app or calling the SBA NOCC at 888-950-7483.

Company/Organization Name: **City of Sheboygan Fire Department**

Company/Organization Address: **1326 N. 25th Street Sheboygan, WI 53081**

Access Date(s): **April 29, April 30, and May 1**

Company/Organization's Authorizing Person (Print Name and Title):

Authorizing Person's Signature:

LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively referred to herein as this "Release"), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (collectively referred to herein as "Releasor", "I" or "me") to SBA Telecommunications, LLC ("SBA").

As the undersigned Releasor, I fully recognize that there are dangers and risks to which I may be exposed by participating in climbing tower structures (the "Activity", including, but not limited to tower climbing, ground instruction, demonstrations, use of equipment, or any activity whatsoever at a tower site or tower training facility). As the undersigned Releasor, I understand that SBA does not require me to participate in the Activity, but I want to do so despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration received, as the undersigned Releasor, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with the Activity, and I release SBA and its agents, principals, shareholders, officers, directors, employees, members, predecessors, successors, subsidiaries, subcontractors, affiliates, insurers, related companies, attorneys, assigns, underwriters, managers, partners, parent companies, related companies, stockholders, and/or all others related to SBA in any way whatsoever (collectively referred to herein as the "Releasees"), from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with, directly or indirectly, the Activity, including any injury or harm to me, my death, or damage to my property (collectively referred to herein as "Liabilities"), and I agree to defend, indemnify, and hold Releasees harmless from and against any and all Liabilities.

As the undersigned Releasor, I voluntarily assume all risk of personal injury or death that may be sustained during the Activity. I recognize that this Release means I am giving up, among other things, all rights to sue the Releasees for injuries, damages or losses I may suffer or incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as myself. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require. I affirm that I am personally responsible for all costs associated with medical treatment, vehicular damage, equipment damage, or property damage that I may incur. I affirm that I am physically fit and medically able to participate in the Activity. I agree that this Release shall be governed for all purposes under the laws of the state where the Activity is taking place, without regard to such state's law on choice of law.

RELEASOR AGREES THAT THE TOWER, TOWER SITE, TRAINING FACILITY AND ANY EQUIPMENT THAT IS USED BY RELEASOR IS PROVIDED "AS IS, WHERE IS" AND WITH ALL FAULTS. SBA MAKES NO WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, ORAL, WRITTEN OR OTHERWISE; ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY SBA AND WAIVED BY RELEASOR.

I have read this entire Release and fully understand this is a release of my rights. I fully understand this entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by this Release.

THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

(Releasor's Signature)

(Print Name)

(Date)

**CITY OF SHEBOYGAN
R. C. 208-24-25**

BY PUBLIC WORKS COMMITTEE.

FEBRUARY 3, 2025.

Your Committee to whom was referred Res. No. 152-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract for a comprehensive structural and mechanical condition analysis of most city-owned buildings to aid in future maintenance and proactive future budget planning; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

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 152-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

JANUARY 20, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into contract for a comprehensive structural and mechanical condition analysis of most city-owned buildings to aid in future maintenance and proactive future budget planning.

WHEREAS, the City owns and is responsible to maintain the buildings under its oversight and requires professional services to assess the current structural and mechanical condition of the buildings and further have a professional firm provide advice as to future needs related to the proper care of the buildings; and

WHEREAS, the City has recently created a Building, Grounds and Facilities Department in order to better manage maintenance of the buildings and the proposed analysis will provide a great deal of information as to current condition and needs for repairs and upgrades into the foreseeable future; and

WHEREAS, the City issued a Request for Proposals to identify firms having the capability to provide the services and associated building management software to effectively create a building “database” to be used for current and future needs; and

WHEREAS, the lowest responsive proposal has been found to comply with all of the specifications and staff has recommended to enter into contract with the firm providing the proposal.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into contract with Concord Consulting Group of Illinois, Inc. in the amount of \$248,760.00 for the building assessment consulting as well as development of an electronic database to be used for future management and budgeting associated with the maintenance of the buildings.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to utilize previously unused capital building project budget draw funds to cover the associated expenses with the above contract via the following 2025 budget amendment:

INCREASE:

Capital Projects Fund - General Government - Contracted Services (Acct. No. 400100-531100)	\$248,760.00
Capital Projects Fund - Fund Equity Applied (Acct. No. 400-493000)	\$248,760.00

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 CONCORD GROUP
FOR A BUILDING CONDITION ASSESSMENT AND FUTURE PLANNING SURVEY**

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 Concord Consulting Group of Illinois, Inc.(“Contractor”).

WITNESSETH:

WHEREAS, the City has a number of commercial buildings and has a desire to have an assessment of these structures completed to determine both their condition at present as well as identification of future requirements necessary to maintain them in proper condition: and

WHEREAS, the City wishes to contract with a firm that has significant knowledge of structural and mechanical conditions in commercial buildings and has the capability to perform a thorough, in dept assessment as to current condition of the buildings and prepare a list of recommendations for improvements in the coming years; and

WHEREAS, the City further wishes to have developed a software database into which the vendor will incorporate both the current conditions as well as improvements into the foreseeable future and issued a Request for Proposals incorporated herein as Exhibit # 1 and 1A; and

WHEREAS, the Contractor has provided the City with a proposal for the work and that document is included herein as Exhibit # 2: and

WHEREAS, the City has reviewed the proposal submitted by Contractor and determined that it meets or exceeds all of the criteria required and demonstrates the Contractors credentials to perform the project; and

WHEREAS, Contractor has affirmed its desire to provide the City with the necessary goods and services under the terms and conditions set forth in, and attached to 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 **Exhibit 1 & 1A** related to the performance of an in-depth assessment of all City-owned buildings included in the listing to determine present condition and future needs as well as

development of an electronic database to be used by the city in future years to streamline project planning and budgetary development (the “Goods and Services”).

Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully complete the project. Contractor shall be responsible for obtaining any and all applicable permits and paying any and all applicable permit fees prior to beginning work.

Prevailing Wage Rates and Payroll reporting are NOT required for this project.

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 and the Contractor will need to maintain appropriate building access at all times during the project.

Article 2. Standard of Care

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

The City designates Michael Willmas, Director of Building & Grounds as the City’s representative for purposes of this Agreement. If the City’s Representative deems it appropriate, the City’s Representative(s) 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(s) 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 \$ 248,760.00 (“Contract Amount”).

For avoidance of doubt the software to be provided will operate on the existing City of Sheboygan ESRI GIS platform and as such there will be no recurring annual fees related to the software hosting.

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

Bernard Rammer
 City of Sheboygan
 828 Center Ave., Suite 11
 Sheboygan, Wisconsin 53081
 Bernard.rammer@sheboyganwi.gov

If Applicable, 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. caused by Contractor
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party, caused by Contractor
- The filing of claims by other parties against Contractor which may adversely affect the City.

- Reasonable doubt based upon factual evidence that the Agreement can be completed for the balance then unpaid.
- Liquidated damages due to the City pursuant to article 8

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 within a reasonable period of time after completion 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 APPLICABLE)

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 **December 31, 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, and such delay is not caused by a third part other than Contractor or is caused by events beyond Contractor's control 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 it supplies.

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 and materials and equipment purchased 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 if Contractor has not cured such default, 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, if the Contractor defaults the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment, machinery and work product 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.
- Unexcused 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 Contractor's negligent 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 subcontractor, 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.

Notwithstanding anything contained in this agreement to the contrary:

- (a) Neither party shall be liable to the other for consequential, special or punitive damages:
- (b) Each party shall use reasonable efforts to mitigate any damages:
- (c) The Contractor's maximum liability to the City under this agreement shall not exceed the amount of the proceeds of insurance collectible in respect to the City's claim: except in the case of fraud or criminal acts by Contractor, in which case the limit shall not apply.

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 County 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, Suite 110
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:

COUNTY:

Contractor:

City Clerk	The Concord Group, Inc.
City of Sheboygan	1000 North Water Street, Suite 1550
828 Center Avenue	Milwaukee, WI 53202
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
7. Terms and Conditions

(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

THE CONCORD GROUP

BY: _____
Ryan Sorenson, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin City Clerk

ATTEST: _____

DATE: _____

DATE: _____

**REQUEST FOR PROPOSALS
CITY OF SHEBOYGAN
2058-24**



**BUILDING CONDITION ASSESSMENT
& FUTURE NEEDS SURVEY**

**CITY OF SHEBOYGAN
REQUEST FOR PROPOSALS
BUILDING CONDITION ASSESSMENT AND FUTURE NEEDS SURVEY**

The City of Sheboygan is soliciting proposals from qualified firms to conduct an accurate and comprehensive assessment of its buildings and facilities and to provide specific recommendations regarding the overall condition, operation and ongoing maintenance of these publicly owned assets. The resulting assessment will be used as a guide for budgeting and prioritizing maintenance and general capital replacement projects and assist the city in long range planning related to expected useful life.

In order to be considered, Bids, on forms included with the bid documents must be received no later than 1:00 PM on October 25, 2024

Interested parties may obtain specifications and bidding documents by contacting the purchasing agent at (920) 459-3469 or via email Bernard.rammer@sheboyganwi.gov

Attention of bidders is also called to the fact that the successful bidder must insure that employees and applicants for employment are not discriminated against because of race, color, sex, religion or national origin.

All proposals received become the property of The City of Sheboygan and must remain in effect not less than sixty (60) days beyond the proposal submission deadline. Proposals submitted may be withdrawn up and until the proposal deadline.

The City of Sheboygan reserves the right to reject any proposals received, cancel this solicitation, waive any informality associated with the proposal process and award the contract deemed to be in the best interest of The City of Sheboygan.

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1 NOTICE TO PROPOSERS

1.1 Summary

The City of Sheboygan is soliciting proposals from qualified firms to conduct an accurate and comprehensive assessment of its buildings and facilities and to provide specific recommendations regarding the overall condition, operation and ongoing maintenance of these publicly owned assets. The resulting assessment will be used as a guide for budgeting and prioritizing maintenance and general capital replacement projects and assist the city in long range planning related to expected useful life.

1.2 Important Dates

Deliver Proposals no later than the due time and date indicated below. The City will reject late Proposals:

Issue Date: September 26, 2024

Questions Due: October 16, 2024

Proposals Due: 1:00 pm on October 25, 2024

1.3 Format

Submit Proposals in pdf format via electronic mail to: Bernard.rammer@sheboyganwi.gov

1.4 Labeling

All proposals must be clearly labeled in the subject Line:

Request for Proposals Building Assessment and future needs Survey

Delivery of Proposals

Delivery of electronic copy to:

Via email: Bernard.rammer@sheboyganwi.gov

1.5 Appendix A: Standard Terms & Conditions

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. City of Sheboygan Standard Terms and Conditions are the minimum requirements for the submission of Proposals.

1.51 Multiple Proposals

Multiple Proposals (Alternates) from Proposers are permitted; however, each must fully conform to the requirements for submission. Proposers must sequentially label (e.g., Proposal #1, Proposal #2) and separately package each Proposal. Proposers may submit alternate pricing schemes without having to submit multiple Proposals.

1.6 City of Sheboygan Contact Information

The City of Sheboygan Purchasing Agent:

Bernard Rammer
828 Center Avenue
Sheboygan WI 53081
(920)459-3469
Bernard.rammer@sheboyganwi.gov

1.7 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, *in writing*, to the Purchasing Agent via U.S Mail or electronic mail.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the City and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will send addenda to all bidders of record– see 1.11 below.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to bid terms, conditions, specifications and dates stated within the bid package, however, the City of Sheboygan reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City’s best interests.

1.8. Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will issue addenda to **all** bidders of record. It is the Proposers responsibility to **register their Email** address with the Purchasing Agent (Bernard.rammer@sheboyganwi.gov) in order to receive the addenda. Proposers must acknowledge the receipt of any addenda on Form B. Failure to register or retrieve addenda and include their provisions may result in disqualification. Addenda to be distributed will include any questions received and answers to same.

1.9 Acceptance/Rejection of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City’s discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.9.1 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

1.92 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City’s best interest to do so. The determination of materiality is in the sole discretion of the City.

1.10 Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a “trade secret” as defined in State of Wisconsin Statutes and identified as same by the Proposer may be held confidential.

Proposers shall clearly identify all information they deem to be “trade secrets,” as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and identified, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) “Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Proposals from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the City’s opinion. At that time, all Proposals will be available for review in accordance with such laws.

1.11 Tax Exempt

The City of Sheboygan as a municipality is exempt from payment of federal excise taxes and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005599. A completed Wisconsin Department of Revenue Form S-211 can be furnished.

1.12 Proposers Responsibility

Proposers shall examine this RFB and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the resulting contract.

2 DESCRIPTION OF PRODUCTS

2.1 Introduction

The City of Sheboygan is accepting proposals from qualified vendors for the provision of Professional Services associated with the assessment of condition of city-owned structures and provision of a report detailing the findings of the investigation. In addition, this report shall provide detail for planning purposes into the foreseeable future which will allow the City to “program” upgrades and improvements into future annual budgets. The ideal solution will be a digital database program which has the capability to generate reports for the coming budget years on recommended improvements, the anticipated cost associated with those improvements and a description of the work to be provided. The database would have the ability to be searchable and also allow the City to have the flexibility to transfer the recommended improvements for each building along with the associated costs between budget years. These transfers would be based upon actual needs, the availability or lack thereof of funding in each particular budget year as well as a change in condition of the building or component to be improved.

2.2 Goals

The goal of this solicitation and any subsequent agreement is to enter into contract with a firm experienced and qualified in the provision of Professional services related to the provision of building or structural condition assessments, and major systems in place in each building. Further, the ideal firm will have the ability to provide an estimation of both costs and recommendations for the proper timing of the improvements. Finally, the ideal firm will have the ability to supply the City with a working database tool to manage the improvements into the future. It is the desire of the City to receive information related to Buildings and needed or recommended improvements to year 2035 (10-Years)

2.3 Term

The contract between the parties will be dependent upon the ability of the firm to complete the initial assessments and compile the initial report of findings. Future work will depend upon the needs of the vendor to “manage or oversee” the database supplied which may include annual visits to monitor the condition of the improvements originally identified in the initial report. These update visits may also yield the need for additional improvements that were not seen as a factor in the initial assessment. The City is interested in an initial future outlook of 10 years.

2.4 Initial Inspection

The City would anticipate that the initial inspection of the facilities will begin in 4th quarter 2024.

2.5 Subcontracting

The firm submitting a proposal should clearly identify information regarding any sub-contractors it intends to utilize in the performance of the contract.

2.6 Warranty

Bidders should include a full explanation of assurances to support the work to be performed Under the contract. This would include an explanation of the firm’s policies related to Errors and Omissions related to the professional services.

The information should also include any extended warranties available after the initial warranty period at additional cost including those associated with software support or software upgrades that are recommended to assure the system continues to operate flawlessly into the foreseeable future.

2.7 Existing Environment

With the vast number of structures owned and operated by the City of Sheboygan, the City has struggled for several years to properly budget for and garner the necessary funding needed to maintain its buildings in an appropriate manner. Despite a concerted effort to do so, the City often finds itself in a situation where funding is requested in a reactive manner. The City would prefer to be proactive in its approach to building maintenance and upkeep.

In an attempt to be pro-active, the City has commissioned the services of a Professional Engineering firm to assist in the efforts. These studies have been performed on several of the largest buildings and have by and large been seen as quite successful both in providing a “roadmap” into the near future to guide the City in garnering the funding and performing the upgrades recommended by the studies. In a few instances these studies have been commissioned to focus on space needs and even a repair versus build new focus.

One such example of this is Sheboygan City Hall. Originally constructed in 1915 the structure Was found to have significant issues in both a structural and mechanical capacity. A further

re-build versus build new study was undertaken. Following this study, the City followed a recommendation by the consultant to undertake a complete rehabilitation of the historic structure. This approximate two-year project completely gutted the interior to the exterior walls, incorporated a significant addition, rehabilitated the building envelope, upgraded all of the mechanicals and finished the building in a manner conducive to the current and future needs of the City of Sheboygan. Today the exterior of the structure maintains much of the original charm with the interior features being that of a modern, functional and energy efficient office building.

Another example of this type of project would be the Uptown Social Building. In this case, the City purchased a vacant supermarket building and completely rehabilitated the building into the current Uptown Social Center, a gathering place for active Senior Citizens. Like City Hall, all major components were updated including the exterior envelope.

Despite these impressive “makeovers” of buildings like City Hall and Uptown Social, the City is quite cognizant that proper maintenance, improvements and upgrades will be required in the future and understands that the need for proper planning for these activities is essential.

The City has included information in the attached spreadsheet which ranks or prioritizes the order in which the analysis should occur. This is based upon the age of the structure, current known conditions or needs requiring more immediate attention as well as the need to include funding in short term annual budget requests.

3. SCOPE OF SERVICES

As indicated, the City is issuing this RFP for the purposes of obtaining comprehensive forensic building evaluations (architectural, structural, mechanical, electrical, plumbing, etc.), corrective recommendations, budget estimates for corrective work and an estimated schedule for the completion of such work at all buildings listed on the attached spreadsheet. Any scheduled replacement of large-cost items, or recommendations to fully replace any buildings or facilities over the next 10-years should be included as well.

The assessment will include, but not be limited to, the following:

- (1) A survey of property components, systems and elements for evidence of significant physical deficiencies (i.e. defects, deferred maintenance, deterioration, failure, code violations), and discussion of each building’s equipment, amenity and functional capacities relative to similar/comparable facilities. Inspections will include, at minimum, evaluation of the following:

Structural Elements

- a) Each Building’s Envelope (condition of the Outer Shell, including Walls/Fenestration, Doors, Windows and Roof and related, sealants, gaskets etc.
- b) Structural Integrity, including Walls and Foundation
- c) Interior Walls, Ceilings, Flooring, Stairs, Carpeting
- d) 3-D Laser Scanning of structures, in particular masonry structures in an effort to detect out of plane movement.

Systems

- e) Mechanical Systems - HVAC, Exhaust, Ventilation, Controls and Instrumentation
- f) Electrical Systems, both interior and exterior, including Distribution and Lighting

- g) Plumbing Systems, both Interior and Exterior
- h) Elevator Systems
- i) Utilities/Energy Efficiency

Safety/Compliance

- j) Fire Suppression, Life Safety & Security
- k) Fire Alarm Systems
- l) Health Hazard Abatement (e.g. Lead, Asbestos, Mold, etc.)
- m) Traffic/Pedestrian Safety
- n) Americans with Disabilities Act (ADA) Accessibility
- o) Building Security and access control systems

Other

- p) Special Conditions and Other Equipment
- q) Interior Finish Elements
- r) Preventative Maintenance and the need for or lack thereof
- s) Signage

- 1) Estimates of required and/or recommended capital investments to include:
 - a) Investment needed to correct present observed deficiencies;
 - b) Appropriate prioritization and a replacement reserve analysis to determine capital investments needed to cover replacements of components and/or systems that may not contain present deficiencies, but that will reach the end of their useful life within a ten-year period. This section will also include discussion regarding building life spans/cycles, depreciation schedules for equipment, renovation and maintenance, and associated risks.
- 2) A property condition report (PCR) for each facility. Each PCR will include, at minimum, an executive summary, a condition summary table, a property data sheet, an analysis and tabulation of capital investments needed to correct observed deficiencies and a replace reserve analysis. This deliverable shall also include photographs to document existing conditions and to support identified costs estimates.
- 3) Identification of options for efficiency improvements, including the potential utilization of shared services, outsourcing, Grant funding availability or some other alternative.
- 4) An analysis to include the potential for sustainability improvements for the City's larger structures Such as the addition of Solar Energy systems which would include best practices for improvements to precede the installation of such systems.

Any known plans or drawings associated with the original construction and any subsequent renovations will be available for review by the successful professional firm. A representative from the City Facilities Maintenance Division will escort the selected firm through the buildings and provide access to mechanical rooms, roofs, and spaces necessary to complete the assessment.

Staff from the Facilities Maintenance Division of the Department of Public Works engaged in the Maintenance and upkeep of these structures are extremely knowledgeable of the various buildings and have a vast wealth of knowledge and expertise that can be shared with the consultant.

- 5) The completed report will provide a detailed analysis of the existing condition of each City-owned facility, and outline realistic options and estimates related to the improvement, renovation or replacement of each surveyed facility.
- 6) The Consultant shall develop a software database program into which all of the findings of the final report shall be loaded. The Program shall be Windows Based and able to operate in a Windows 11 and beyond network environment. The preferred database program can be of an open architecture platform such as MS Excel or MS Access or of a proprietary nature.

At a minimum the program shall:

- be password protected;
- have the ability to “track” changes;
- have the ability to transfer recommended improvements between budget years
- have a separate section for each structure on the spreadsheet
- possess the ability to add new buildings
- have the ability to run reports on a building-by- building basis
- have the ability to run reports on a “global” basis such as a report that shows all of the recommended repairs, improvements and upgrades for all buildings in calendar year 2027 as an example.
- have the ability to add additional repairs, modifications and improvements to any building that come to light in the next years that were not included in the initial findings.
- Have the ability to run a report by date ranges.
- Have the ability to run a report to show any recommended modifications, improvements and upgrades that were not performed in a given calendar year;
- Have the ability to issue a notice to the operator to indicate that based upon the current date, recommended improvements were not performed and that the operator needs to incorporate or transfer these improvements into the current or future budget year.
- Cost figures proposed shall be based upon current estimated costs for such improvements and those suggested for future years shall be adjusted accordingly for inflationary increases.
- Have the capability to prioritize the recommended actions based upon factors including severity of the issue, impact on operations, budgetary constraints and regulatory compliance.
- Have the capability to view photographs of assets, capture measurements and include detailed notes regarding the observed conditions including specific areas of concern, safety hazards and non-compliance with regulations.

3.1 Documentation

5.1 References, Performance, Litigations

Provide a list of governmental organizations/municipalities and/or clients with whom your firm has done similar business and/or has had similar contracts in size and scope within the last 5 years. Be specific and include the information in RFP Form E.

A) Disclosure of Contract Failures, Litigations

Disclose any alleged significant prior or ongoing product failures, contract breaches, any civil or criminal litigation or investigation pending which involves the firm or in which the firm or members thereof has been judged guilty of liable or which may affect the performance of the services to be rendered herein, in which the Firm, any of its employees, subcontractors, or sub consultants is or

has been involved in within the last three (3) years.

3.2 Background Information

A) Qualifications Overview / General Company Information

Provide a brief overview of the general products and services provided by your firm, including size of organization, description of organization structure, and number of years in business and experience in serving governmental entities. Demonstrate the firm's capability and evidence of your experience providing product equal to or greater in scope than those requested in this RFP.

4. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content and cost effectiveness of the proposal. Proposals can be submitted by firms or partnering firms. Electronic proposals should be delivered to the City Purchasing Office at the address listed on page 1. Sealed proposals will be accepted until the proposal deadline of 1:00 p.m. on Friday, October 25, 2024

Based on the estimated value of the requested services, the City is soliciting costs. Nevertheless, the evaluation of experience and qualifications is also critically important. As such, the City will accept proposals containing both technical and price proposal information in a single document submission. Proposals should include:

- 1) A summary cover letter.
- 2) Documentation of the relative experience and qualifications of the proposing organization as it applies to the project's scope, including any specialized experience related to the project.
- 3) Designation of a firm principal who will be in charge of the project, as well as the primary staff who will conduct the study.
- 4) The resumes and detailed information on the proposed staff's experience and qualifications that will be utilized in performing the buildings/facilities assessment.
- 5) A client listing of other municipal government organizations (preferably Cities similar to Sheboygan for which building/facility assessments have been conducted within the past 5 years. Provide a brief description of the services performed, including contact information. The supply of contact information is authorization for the City to perform reference checks.
- 6) A summary listing of various cost-saving strategies that have been recommended by the proposer during previous consulting engagements, to include the subject jurisdiction and the estimated/actual amount of cost savings that was either recommended or achieved.
- 7) A timeline for completing the proposed assessment services, including estimate of hours, breakdown of hours by activity, number and type of meetings, description of study participants and estimated completion date. Proposers should confirm they are able to begin providing services to the City as soon as possible as well as a projected completion date for all buildings.

- 8) A price proposal. Please also include an estimate of reimbursable expenses and an hourly rate if additional or supplementary services are available.
- 9) Scope of work.
- 10) Data gathering methodology.
- 11) Any other information that the proposer feels applicable to the evaluation of their proposal or qualifications for accomplishing the services described herein. Proposers may suggest technical or procedural innovations that have been used successfully on other engagements and which may provide either benefit or better service delivery to the City.
 - a) Sample of Past reports performed for other agencies
 - b) Explanation or **examples** to convey or demonstrate the functionality of the proposed **electronic database** to be provided
 - c) An explanation of any and all anticipated future costs recommended or required to maintain the database information in a functional and reliable manner
 - d) If available please provide a link or other form of working demonstration of your Software program to provide insight into its functionality and ease of use.
- 12) Completed Forms Attached

One Electronic Copy of the final assessment report will be required by the City.

Completion of the study should also be inclusive of a possible presentation (likely at a public meeting in the evening). Expenses associated with preparing and supplying the reports and any presentation should be inclusive in proposal pricing.

Except for exempt materials, all proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and a contract is awarded to the selected proposer(s). Any such request for information will be treated as public records requests.

Should your firm consider any portion of the final report or work product to be a “trade secret” that portion of the report must be clearly identified as such.

It is the sole responsibility of the firm to defend any claims of trade secret material. The City shall not be liable for the defense of any such claims.

5. PROJECT TIMEFRAME

The City will pursue the following schedule in selecting a consultant and executing this project:

Milestone	Completion
Request-for-Proposal Available	September 26, 2024
Deadline for Submittal of Questions Concerning RFP	October 16, 2024
Distribution of Responses to RFP Questions	October 22, 2024
Deadline for Submittal of RFP Proposals (1 Electronic)	October 25, 2024
Presentations (if Required)	TBD
Award of Contract to Recommended Consultant by Common Council	November 18, 2024
Consulting Agreement Executed; Project Commences	November 20, 2024

6. EVALUATION & SELECTION

Proposals will be evaluated based on experience completing facility operation and assessment reports for municipal governments or other like agencies, the experience and qualifications of the proposed staff that will administer the analysis, the quality and thoroughness of the proposal and references/recommendations from past clients. Experience with assessing and estimating required capital improvements for public facilities (e.g. police stations, fire stations, etc.) is preferred. Pricing will also receive substantial consideration in the process of determining which proposal(s) is/are the most advantageous based on the assessment of the proposal evaluation team.

Additional consideration will be given to the proposed software program, its functionality, ability to generate reports, flexibility and ease of use.

The City shall review all RFP proposals and may select one or more finalists for interviews. In addition, the evaluation team *may* require the submission of supplemental materials.

The successful contractor will be required to enter into an agreement for professional services with the City. Proposals may be withdrawn at any time, and withdrawal of a proposal will not prejudice the right of a proposer to file a new proposal.

The City of Sheboygan reserves the right to accept or reject any or all proposals, waive minor informalities, to cancel, delay or suspend all or any part of this RFP and to award a contract deemed to be in the best interests of the City.

Further, the City reserves the right to issue subsequent requests for proposals, postpone opening for its own convenience, remedy technical errors or waive non-material irregularities in the RFP process and negotiate with any, all or none of the Proposers.

STANDARD TERMS AND CONDITIONS
(Request for Bids/Proposals/Contracts)
City of Sheboygan Purchasing

APPLICABILITY: The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the City of Sheboygan acquires goods or services, or both.

ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.

DEFINITIONS: As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. City of Sheboygan shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation

QUALITY: Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

QUANTITIES: The quantities shown on this request are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

DELIVERY: Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. City will reject shipments sent C.O.D. or freight collect.

PRICING: Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea. etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid evaluation and contract administration.

Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

CONFLICT OF INTEREST Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any city official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

ACCEPTANCE-REJECTION: City of Sheboygan reserves the right to accept or reject any or all bids, to waive any Technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the City. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the City an option valid for 60 days after the date of submission to the City.

BID SUBMISSION: Bids **MUST** be dated and time stamped by the Sheboygan City Purchasing Agent's Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing Agent is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

METHOD OF AWARD: Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the City on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

ORDERING/ACCEPTANCE: Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Sheboygan City Purchasing Division.

PAYMENT TERMS AND INVOICING: Unless otherwise agreed, City of Sheboygan County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by City of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by City while any such default or breach shall exist shall in no way impair or prejudice the right of City with respect to recovery of damages or other remedy as a result of such breach or default.

TAXES: The City and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued a tax-exempt number to the City of Sheboygan.

The City is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The City is exempt from Wisconsin sales or use tax on these purchases. The City may be subject to other states taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Sheboygan County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulation which are in effect during the period of this contract and which in any manner affect the work or its conduct.

ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of the City of Sheboygan.

NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 46 of the Sheboygan County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, and training, including apprenticeships, rates of pay or other forms of compensation.

The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

FAILURE TO COMPLY with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

The vendor agrees to furnish all information and reports required by the City of Sheboygan County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with City of Sheboygan Ordinances., and the provisions of this Agreement.

ADA: Americans with Disabilities Act: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the City were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the City (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such

articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the City must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided herein.

INSURANCE RESPONSIBILITY: The successful vendor shall:

Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

Indemnify, hold harmless and defend City, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which City, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the City, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of City, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary.

City shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish City with a certificate of insurance listing City as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement.

The successful vendor shall furnish City, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the City with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal.

It is also agreed that on Claims-Made policies, either the successful vendor or City may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against City upon any matter herein indemnified against, City shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

The City reserves the right to require higher or lower insurance limits where City deems necessary.

In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every sub vendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

CANCELLATION: City reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve City of its responsibility to pay for services or goods provided or furnished to City prior to the effective date of termination.

PUBLIC RECORDS ACCESS: It is the intention of the City to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Sheboygan City Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior

appointment is advisable.

PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., City will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, City shall be obligated to and will release the records.

Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the City.

Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. In any event, bid prices will not be held confidential after award of contract.

PROMOTIONAL ADVERTISING: Reference to or use of The City of Sheboygan, any of its departments or sub-units, or any city official or employee for commercial promotion is prohibited without express written consent of the city.

ANTITRUST ASSIGNMENT: The vendor and the City of Sheboygan recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the City of Sheboygan (purchaser). Therefore, the successful vendor hereby assigns to the City of Sheboygan any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

RECORDKEEPING AND RECORD RETENTIONPUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale when applicable and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, material men and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The City shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

RECORDKEEPING AND RECORD RETENTIONCOST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs; vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The City contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

COMPLIANCE WITH FAIR LABOR STANDARDS.

During the term of this Agreement, PROVIDER shall report to the City Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the City may take such action.

Form A: Signature and Non-Collusion Affidavit
RFP: Building Condition and Future Needs Survey

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: Building Condition and Future Needs Survey

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: Building Schedule	

COMPANY NAME

SIGNATURE

Form C: Vendor Profile
RFB: Building Condition and Future Needs Survey

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: Building Condition and Future Needs Survey

This form must be returned with your response.

We propose to provide a complete inspection and analysis of all City-owned structures on the attached spreadsheet including recommendations for both immediate and future improvements, expected or anticipated financial impacts of those improvements and additional related information. We will furthermore present to the City of Sheboygan a Final report of these findings. Finally, we will design, build and present to the City a software tool to “manage” these buildings over the ensuing ten-year period and provide specific individuals at the City with sufficient training in the use and operation of the software tool. The software tool shall possess all of the features and functionality necessary to allow the city to properly “manage” its buildings in a manner that is satisfactory to the City.

We propose to complete all of the required work including all labor, travel, materials, technology, tools, equipment, final reports and software management tools and training at a cost of:

\$ _____

_____ Thousand _____ Hundred

_____ Dollars and _____ Cents

We Acknowledge Receipt of the following Addenda

#1 DATED _____

#2 DATED _____

#3 DATED _____

Further, based upon current lead times and 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.

COMPANY NAME

SIGNATURE

DATE

Form E: References

RFP: Building Condition and Future Needs Survey

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			

Location	Street1	Building Description	SQFT	Year Built	Stories	TYPE	MATL:	ROOF
Municipal Service Building	2026 NEW JERSEY AVENUE	Public Works Admin.Offices, Vehicle Storage, Heavy Vehicle Maint. Facility, Res. Drop off site	121,198	1965	1	1-A	Steel	BUR/Poly
Mead Public Library	710 N. 8th Street	Public library, Public meeting space,Admin Offices, Storage	96,126	1975	3	1-A	Masonry	BUR/Metal
Uptown Social Building	1817 North 8th Street	Senior Activity Center, Building was recently Major Remodeled in last few Years	71,000	1990	1	1-A	Masonry	BUR
Shoreline Metro Main Headquarters Facility	608 SOUTH COMMERCE STREET	Offices, Vehicle Maintenance, Vehicle Storage Facility	39,315	1975	1	1-A	Steel	BUR
Sheboygan City Hall	828 CENTER AVENUE	City Administration Offices, Building Completely Remodeled in 2019 including mechanicals	37,320	1917	3	1-A	Masonry	BUR
Police Department	1315 North 23rd Street	Police Department including offices, facilities, backup emergency dispatch center	34,687	2008	1	1-B	Steel	BUR
Wastewater Administration Building	3333 LAKESHORE DRIVE	Admin Building Including Offices, Lab, Plant Control Room, Maintenance Shops, Showers	33,802	1980	1	1-A	Masonry	BUR
Fire Station # 3	1326 N 25TH STREET	HQ Fire Station, 4 Apparatus Bays, Offices, Living Quarters, Training Space, Veh Maint.		1971	2	1-A	Masonry	BUR
Maywood Main Building	3615 Mueller Road	Former Home of Park Namesake, Offices, Programming Spaces, Gift Shop, Observation Deck	22,360	1974	1	III-A	Masonry/Wood	Asph Shgl/Shake
Wastewater Digestion Building # 2	3333 LAKESHORE DRIVE	Building Housing Wastewater Digestion Equipment	21,067	1980	1	1-A	Masonry	BUR
Wastewater Dryer Building	3333 LAKESHORE DRIVE	Building Housing Wastewater Sludge Dryer System including Conveyor, Silo and Truck Scale	19,797	1980	1	1-A	Masonry	BUR
WasteWater Digester Building #1	3333 LAKESHORE DRIVE	Building Housing Wastewater Digestion Equipment	18,939	1930	1	1-A	Masonry	BUR
Former Senior Center	428 Wisconsin Avenue	Former Sr. Center, Vacant currently, Former grade school, Future TBD		1969	1	II-A	Masonry	BUR
Fire Station # 1	833 New York Avenue	Historic Two Story Fire Station, Two Apparatus Garage Bays, Living Quarters	13,002	1907	2	1-B	Masonry	BUR
Former Highway Dept. Building-Storage	1211 North 23rd Street	Storage Building-Unheated		1960	1	1-A	Steel	Steel
Wastewater Press Building	3333 Lakeshore Drive	Building Housing Sludge Dewatering Press and related Mechanicals	11,304	1980	1	1-A	Masonry	BUR
Fire Station # 4	2622 North 15th Street	Fire Station, Two Apparatus Bays, Living Quarters with Partial Basement	11,162	1988	3	II-A	Masonry	BUR
Wastewater Pump Building	3333 LAKESHORE DRIVE	Building Housing Pumps to transfer effluent from the influent building to next stages in the process	10,607	1980	1	1-A	Masonry	BUR
Police Department Vehicle Garage	1315 NORTH 23RD STREET	Garage attached to the Police Station	10,517	2008	1	1-B	Steel	BUR
Harbor Centre Marina	821 BROUGHTON DRIVE	Marina Administration Building, Offices, Restroom and Shower Facilities		2004	1	II-A	Wood	Steel
Fire Station# 2	2413 South 18th Street	Fire Station, Two Apparatus Bays, Living Quarters with partial Basement		1980	1	II-A	masonry	Asph Shgl/Shake
Fire Station # 5	4504 SOUTH 18TH STREET	Fire Station, Two Apparatus Bays, Living Quarters with partial Basement	7,004	2006	1	III-A	Wood	Asph Shgl/Shake
Municipal Service Building-Police Impound	2026 NEW JERSEY AVENUE	Secure Evidence Impound Building with water, heat and power	6,680	1990	1	1-B	Steel	Steel
Butzen Sports Complex Horse Barn	3936 S Business Dr	Agricultural Steel Building once used as a Horse Barn	6,200	1975	1	1-B	Steel	Steel
Municipal service Building- Salt Shed	2026 NEW JERSEY AVENUE	Road Salt Storage Shed, Unheated, Has Lighting/Power	6,000	2019	1	V-A	Wood	Asph Shgl/Shake
Kiwanis Park Fieldhouse	511 Kiwanis Park Drive	Event Space, Kitchen, Bathrooms, Regularly Rented,Fireplace	5,586	1924	1	III-A	Masonry	Asph Shgl/Shake
Jaycee Quarry View Park Pavillion	3401 CALUMET DRIVE	Quarry Park Pavillion, Conference Space, Showers/Restrooms, Can Be rented	5,000	1979	1	II-A	Masonry/Steel	BUR
Butzen Sports Complex Pole Building	3936 S Business Dr	Agricultural Pole Barn used for General Storage	5,000	1970	1	1-B	Steel	Steel
Poth Farm Buildings	1920 STAHL ROAD	Old Farmhouse and Shed, Unoccupied and Boarded Up, will eventually be demolished		1900	1	II-A	Masonry	Asph Shgl/Shake
Municipal I Service Building-Cold Storage	2026 NEW JERSEY AVENUE	Cold Equip. Storage Building- with lighting	4,100	1985	1	II-A	Steel	Steel
Wastewater South Blower Building	3333 LAKESHORE DRIVE	Blower Building Serving South Aeration Basins and Housing Aeration Blowers	3,674	1980	1	1-A	Masonry	BUR
Wastewater North Aeration Building	3333 LAKESHORE DRIVE	Blower Building seving North Aeration Basisns and Housing Aeration Blowers	3,674	1980	1	1-A	Masonry	BUR
Southside Pump Station	1218 S. 7th Street	Wastewater Southside Pump Station inclung Pumps, Generator and Mechanicals	3,500	1914	1	1-A	Masonry	BUR
North Maywood Pole Barn	3616 Mueller Road	Agricultural Pole Barn, Metal sided, General Storage Use	3,360	1980	1	1-B	Steel	Steel
Fire Station # 3 Training Building	1326 N 25TH STREET	Sharp Training Facility, Garage Spaces, Storage of Equip., Training Venue		2000	2	II-A	Masonry	Asph Shgl/Shake
King Park Pavillion	1601 S 7TH ST	Park Pavillion, Conference Space, Public Restrooms, can be rented	2,560	2009	1	II-A	Masonry/Wood	Asph Shgl/Shake
Wastewater Influent Building	3333 LAKESHORE DRIVE	Building Housing Plant Influent Chambers, Pumps, Piping and Mechanicals	2,500	1997	1	1-A	Masonry	BUR
Deland Park Community Center	901 BROUGHTON DRIVE	Community Center, Restrooms, Kitchenette, Can Be rented, East End of Park North of Marina Admin Bldg	2,336	1994	1	II-a	Masonry/wood	Asph Shgl/Shake
Roosevelt Park Pavillion	South 12th & Mead Avenue	Main Pavillion with Water, Heat, Bathroom Facilities, Can be Rented	2,240	1980	1	II-a	Masonry/Wood	Asph Shgl/Shake
Softball Wildwood Picnic Pavillion	2313 New Jersey Avenue	Open Air Picnic Pavillion for Softball Complex next to admin Building	2,100	2010	1	V-A	Wood	Asph Shgl/Shake
Harbor Centre Marina	619 BROUGHTON DRIVE	YOUTH BOATING FACILITY	2,000	2004	1	1-B	Wood	Steel
Deland Park Beach House	825 BROUGHTON DRIVE	Beach House and Restroom Facility Between Broughton Drive and Beach	1,978	1985	1	II-A	Masonry.Wood	BUR
Cemetary Maintenance Building	Wildwood Avenue	Structure housing Maintenance Equipmet and tools for Cemetary	1,920	1920	2	II-A	Masonry	BUR
North Lift Station	2645 BLACKSTOCK AVENUE	Structure Housing Generator and Lift Station Pumps	1,905	1980	1	III-A	Masonry/Wood	Asph Shgl/Shake
Deland Park Park Maintenance Building	825 BROUGHTON DRIVE	Park Maintenance Building for Storage of Vehicles, Tools and Equipment North of Tennis Courts	1,800	2019	1	1-B	Steel	Steel
End Park Shelter House	13TH AND LOS ANGELES AVENUE	Park/Picnic Shelter at End Park, can be rented by Public	1,650	2005	1	III-A	Wood	Asph Shgl/Shake
Deland Park Richardson Shelter	825 BROUGHTON DRIVE	Open Air Picnic Shelter with Restrooms just north of the Tennis Courts	1,648	1985	1	III-a	Wood	Asph Shgl/Shake
Fountain Park Band Shell	N. 9th Street and Ontario Avenue	Band Shell Structure with Public Restroom Facilities	1,624	1940	1	II-A	Masonry	Rubber
Shoreline Metro Bus Transfer Point	North 9th Street and Pennsylvania Ave	Bus Transfer Terminal with Offices/Rest rooms and shelters for patrons	1,600	2005	1	II-A	Masonry	Steel
Wastewater Electrical Switchgear Building	3333 LAKESHORE DRIVE	Building Housing Main Electrical Switchgear for the entire Wastewater complex	1,600	2019	1	1-A	Steel	Steel
North Maywood Dairy Barn	3616 Mueller Road	Former Dairy Barn, with Loft, North of Mueller Road, general storage use	1,500	1950	1	V-B	Wood	Asph Shgl/Shake
Vollrath Park Comfort Station	Park Avenue and N. 2nd Street	Bathroom Facilities Serving Vollrath Park	1,485	1980	1	II-A	Masonry/wood	Asph Shgl/Shake
Softball Wildwood East Storage Garage	2313 New Jersey Avenue	Storage Garage at East End of Park near playground	1,400	1975	1	V-B	wood	Asph Shgl/Shake
Cole Park Comfort Station	1700 North 3rd Street	Comfort Station Restroom Facility for Cole Park	1,350	1980	1	II-A	Masonry/Wood	Asph Shgl/Shake
Deland Park Deland Home Pavillion	4TH STREET AND ERIE AVENUE	Historic Home of Parks Namesake, Facility can be rented for smaller Gatherings	1,320	1920	1	IV	Wood	Asph Shgl/Shake
North Maywood Three Car Garage	3616 Mueller Road	3 Car GarageE-North of Mueller Road, Maintenenace Storage	1,280	1970	1	V-B	Wood	Asph Shgl/Shake
Wildwood Press Building	New Jersey and Wildwood Ave	Press Box and Bleacher Structure including Mechanical Room for Field Light controls	1,280	1997	2	II-A	Masonry/Steel	Steel
Shoreline Metro Detached Storage Building	608 SOUTH COMMERCE STREET	Unheated Storage Facility with minimal Electrical power	1,250	2000	1	II-A	Steel	Steel

North Maywood Four Car Garage	3616 Mueller Road		4-Car Garage, Metal Roof, North of Mueller Road	1,250	1980	1	V-B	Wood	Asph Shgl/Shake
Nelesens Fish Shanty	715 RIVERFRONT DRIVE		Historic Fish Shanty, Long Term leased, Power, water, Heat	1,250	1948	1	V-B	Wood	Asph Shgl/Shake
South Pier Fish Cleaning Station and Bathroom	South Pier Drive		Fish Cleaning Station and Public Bathroom Facility West end of South Pier Drive	1,248	2005	1	III-A	Wood/masonry	Asph Shgl/Shake
Eighth Street Drawbridge Building	911 SOUTH 8TH STREET		Draw Bridge Control Structure and Equipment on the East Side of the Bridge	1,200	2005	3	1-B	Masonry	BUR
Maywood Large Garage	3615 Mueller Road		Larger Garage used for storage of Park Maint. And Programmung Equipment	1,200	1974	1	V-B	Wood	Asph Shgl/Shake
Softball Wildwood Administration Building	2313 New Jersey Avenue		Main Admin Building For Softball Complex	1,200	1970	2	III-A	Wood	Asph Shgl/Shake
Kiwanis Park Area # 8 Shelter	Kiwanis Park Drive		Open Air Picnic Shelter South of Biergarten, used infrequently but able to be rented	1,133	1990	1	V-B	Wood	Asph Shgl/Shake
Cleveland Park Shelter House	2321 Geele Avenue		Park/Picnic Shelter at Cleveland Park, can be rented by Public	1,128	1956	1	II-A	Masonry/Wood	Asph Shgl/Shake
Wildwood Storage Building	605 S. Wildwood Avenue		Storage Building for Parks Dept at North end of Sheboygan A's Park	1,126	1962	1	III-B	Wood	Asph Shgl/Shake
Cemetery Storage Garage	Evans Avenue		Storage Garage Housing Maintenance Tools and Equipment	1,071	1980	1	II-A	Masonry.Wood	Asph Shgl/Shake
Evergreen Park Area # 4 Shelter House	Evergreen Park Drive		Shelter House in Picnic Area # 4 at Evergreen Park, can be rented	975	1990	1	III-A	Wood/masonry	Asph Shgl/Shake
Wastewater Harvester Building	3333 LAKESHORE DRIVE		Building Housing Pumping and Valve Equipment servicing the Harvester Sludge Storage Tanks	960	2002	1	1-A	Masonry	BUR
North Maywood Equipment Shed	3616 Mueller Road		Large Equipment Shed, North of Mueller Road, General Storage Use	945	1980	1	V-B	Wood	Metal
Harbor Centre Marina	821 BROUGHTON DRIVE		Building housing Swim Pool Equipment and supplies adjacent to Admin. Bldg		2004	1	II-A	Wood	Steel
Wastewater Bleach Building	3333 LAKESHORE DRIVE		Building Housing Bleach Distribution and infusion equipment	900	1980	1	II-A	Steel	Steel
Wildwood Comfort Station	New Jersey and Wildwood Ave		Restroom Facility for Sheboygan A's Park	897	1980	1	III-A	masonry/wood	Asph Shgl/Shake
Cleveland Park Pavillion	2321 Geele Avenue		Open Air Picnic Pavillion in Cleveland Park	864	2013	1	V-B	Wood	Asph Shgl/Shake
Optimist Park Picnic Pavillion	2004 Carmen Ave		Open Air Picnic Shelter	864	2013	1	V-B	Wood	Asph Shgl/Shake
Veterans Park Picnic Pavillion	2220 Union Ave		Open Sided Picnic Pavillion serving Veterans Park	864	2013	1	V-B	Wood	Asph Shgl/Shake
Evergreen Park Area # 5 Shelter House	Hwy 42 North of Pigeon River		Picnic Shelter with Rest Room Facilities for Area # 5 North and West of the River	846	1980	1	II-A	Masonry/Wood	Asph Shgl/Shake
Deland Park Fish Cleaning Station/Restrooms	825 BROUGHTON DRIVE		Fish Cleaning Station and Restrooms in Parking Lot Adjacent to Boat Launch Facility	801	1980	1	II-A	Masonry/Wood	BUR
Evergreen Park Area # 2 "Grace" Pavillion	Evergreen Park Drive		Picnic Pavillion for Picnic Area # 2 at Evergreen Park, can be rented	800	1980	1	II-A	Masonry/Wood	Asph Shgl/Shake
Harbor Centre Marina	821 BROUGHTON DRIVE		Fuel Dock Attendant Building adjacent to Boat Launch, Fuel Metering Equipment inside		2004	1	II-A	Wood	Steel
Evergreen Park Area # 1 Comfort Station	Evergreen Park Drive		Comfort Station for Evergreen Park Picnic Area # 1 ,	720	2001	1	II-A	Masonry.Wood	Asph Shgl/Shake
Kiwanis Park Area # 8 Comfort Station	Kiwanis Park Drive		Comfort Station/Shelter Combination/Bathrooms/Maint. Storage	720	2000	1	II-A	Masonry/Wood	Asph Shgl/Shake
Maywood Small Garage	3615 Mueller Road		Smaller Garage, Maple Sugar "Shack" and General Storage for the Park	712	1974	1	V-B	Wood	Asph Shgl/Shake
Evergreen Park Area # 1 Beer Stand	Evergreen Park Drive		Enclosed Beer Stand for Picnic Area #1 in Evergreen Park, can be rented	668	1917	1	V-B	Wood	Asph Shgl/Shake
Evergreen Park Area # 4 Comfort Station	Evergreen Park Drive		Comfort Station Restroom Facility for Evergreen Park Picnic Area # 4	656	1980	1	II-A	Masonry/Wood	Asph Shgl/Shake
South Pier East Comfort Station	South Pier Drive		Public Bathroom Facility at East End of S. Pier Drive Near Roundabout	598	2000	1	III-A	Wood	Steel
Indiana Avenue Lift Station	2827 Indiana Avenue		Structure housing Generator and Sub-Grade Lift Station	595	1997	1	II-A	Steel	Steel
Softball Complex Ticket Stand	2313 New Jersey Avenue		Ticket Stand Structure	576	1990	1	III-a	Wood	Asph Shgl/Shake
Lakeview Park Shelter	Lakeshore Drive and Lakeview Park Rd.		Comfort Station, Picnic Shelter Combination, Bathrooms, Maint. Storage	560	1980	1	III-a	Masonry/Wood	Asph Shgl/Shake
Kiwanis Park Area # 8 Concession Stand	Kiwanis Park Drive		Concession Stand, Water, Power No Bathrooms	558	1980	1	III-A	masonry/wood	Asph Shgl/Shake
North Maywood Equipment Shed	3616 Mueller Road		Smaller Equipment Shed, North of Mueller Road, general Storage Use	556	1980	1	V-B	Wood	Asph Shgl/Shake
Wastewater Police Dept. Shooting Range Building	3333 LAKESHORE DRIVE		Storage Building Adjacent to Police Shooting Range	520	2005	1	III-A	Masonry/Wood	Asph Shgl/Shake
Wildwood Concessions Building	New Jersey and Wildwood Ave		Concession Stand for Sheboygan A's Park	520	1981	0	II-A	Steel	Steel
Wildwood Storage Garage	New Jersey and Wildwood Ave		Garage for Storage of Park Maintenance for Sheboygan A's Park	520	1970	1	V-B	Wood	Asph Shgl/Shake
End Park Comfort Station	13TH STREET AND LOS ANGELES AVENUE		Comfort Station for use by the Public	513	2003	1	III-A	Masonry/Wood	Asph Shgl/Shake
Evergreen Park Shaw Family Playground	Evergreen Park Drive		Shelter and Rest Room Facilities Servicing the Shaw Family Playground	500	2018	0	III-A	Masonry/Wood	Asph Shgl/Shake
Vollrath Park Concession Stand	Park Avenue		Concession Stand commonly called "The Shack"	500	1980	1	V-B	Wood	Asph Shgl/Shake
Wildwood Garage	2328 Wildwood Ave		Garage	484	2000	1	V-B	Wood	Asph Shgl/Shake
Evergreen Park Area # 5 Comfort Station	Hwy 42 North of Pigeon River		Comfort Station Restroom Facility for Evergreen Park Picnic Area # 5	481	1974	1	III-A	Masonry/Wood	Asph Shgl/Shake
Veterans Park Comfort Station	2220 Union Ave		Comfort Station/Restrooms serving Veterans Park	480	2013	1	III-A	Masonry/Woof	Asph Shgl/Shake
Cleveland Park Comfort Station	2321 Geele Ave		Comfort Station Restroom Facility for Cleveland Park	420	2013	1	III-A	Masonry/Wood	Asph Shgl/Shake
Optimist Park Comfort Station	2004 Carmen Ave		Restroom Facility/Comfort Station for Optimist Park	420	2013	1	III-A	Masonry/Wood	Asph Shgl/Shake
Cole Park Pavillion	1700 North 3rd Street		Open Air Picnic Pavillion in Cole Park	408	1980	1	V-B	Wood	Asph Shgl/Shake
ROTARY RIVERVIEW PARK	Riverfront Drive/6th Street		Comfort Station	400	1980	1	III-A	Masonry/Wood	Asph Shgl/Shake
Wildwood Picnic Pavillion	New Jersey and Wildwood Ave		Open Air Picnic Pavillion for Sheboygan A's Park	400	1990	1	V-B	Wood	Asph Shgl/Shake
Wildwood Dugout	New Jersey and Wildwood Ave		Dugout Structure with roof for Sheboygan A's Park	250	2011	1	II-A	Masonry	Masonry
Wildwood Dugout	New Jersey and Wildwood Ave		Dugout Structure with roof for Sheboygan A's Park	250	2011	1	II-A	Masonry	Masonry
Softball Wildwood Baseball Dugout	2313 New Jersey Avenue		Dugout Structure for Softball Field # 1	250	2005	1	II-A	Masonry	Masonry
Softball Wildwood Baseball Dugout	2313 New Jersey Avenue		Dugout Structure for Softball Field # 1	250	2005	1	II-A	Masonry	Masonry
Softball Wildwood Baseball Dugout	2313 New Jersey Avenue		Dugout Structure for Softball Field # 2	250	2005	0	II-A	Masonry	Masonry
Softball Wildwood Baseball Dugout	2313 New Jersey Avenue		Dugout Structure for Softball Field # 2	250	2005	1	II-A	Masonry	Masonry
Softball Wildwood Baseball Dugout	2313 New Jersey Avenue		Dugout Structure for Softball Field # 3	250	2005	1	II-A	Masonry	Masonry
Softball Wildwood Baseball Dugout	2313 New Jersey Avenue		Dugout Structure for Softball Field # 3	250	2005	0	II-A	Masonry	Masonry
Evergreen Park Area # 1 Tool House	Evergreen Park Drive		Park Maintenance Tool and Equipment Storage Building	192	1950	1	III-A	Masonry	Asph Shgl/Shake
North Point Overlook Shelter	2nd Street and Park Avenue		Open Air Park Shelter	150	2005	1	V-B	Wood	Steel
Softball Complex Sprinkler House	2313 New Jersey Avenue		Building Housing Irrigation Sprinkler Mechanicals	120	2005	1	III-A	Wood	Asph Shgl/Shake
Softball Complex Ticket Stand	2313 New Jersey Avenue		Ticket Stand Structure	110	2008	1	V-B	Wood	Asph Shgl/Shake

Softball Complex West Storage Garage	2313 New Jersey Avenue		Ticket Stand Structure	110	2008	1	V-B	Wood	Asph Shgl/Shake
Vollrath Park Lighting Control Structure	East end of Vollrath "Bowl"		Houses Lighting Controls/Electrical for the Vollrath Park complex	100	1980	1	III-A	Wood/masonry	Asph Shgl/Shake
Softball Complex Storage Shed	2313 New Jersey Avenue		Storage Shed	96	1998	1	V-B	Wood	Asph Shgl/Shake
Roosevelt Park Lighting Control Building	South 12th & Mead Avenue		Houses Lighting Controls for Ball fields and Park	80	1980		III-A	Wood/Masonry	Asph Shgl/Shake

710,272

- Priority
- Secondary
- Disregard

Construction Types - Definitions

TYPE I-A--Fire Resistive Non-combustible (Commonly found in high-rise buildings and Group I occupancies).

- 3 Hr. Exterior Walls*
- 3 Hr. Structural Frame
- 2 Hr. Floor/Ceiling Assembly
- 1 ½ Hr. Roof Protection

TYPE I-B--Fire Resistive Non-Combustible (Commonly found in mid-rise office & Group R buildings).

- 2 Hr. Exterior Walls*
- 2 Hr. Structural Frame
- 2 Hr. Ceiling/Floor Separation
- 1 Hr. Ceiling/Roof Assembly

TYPE II-A--Protected Non-Combustible (Commonly found in newer school buildings).

- 1 Hr. Exterior Walls
- 1 Hr. Structural Frame
- 1 Hr. Floor/Ceiling/Roof Protection

TYPE II-B--Unprotected Non-Combustible (Most common type of non-combustible construction used in commercial buildings).

Building constructed of non-combustible materials but these materials have no fire resistance.

TYPE III-A--Protected Combustible (Also known as "ordinary" construction with brick or block walls and a wooden roof or floor assembly which is 1 hour fire protected).

- 2 Hr. Exterior Walls*
- 1 Hr. Structural Frame
- 1 Hr. Floor/Ceiling/Roof Protection

TYPE III-B--Unprotected Combustible (Also known as "ordinary" construction; has brick or block walls with a wooden roof or floor assembly which is not protected against fire. These buildings are frequently found in "warehouse" districts of older cities.)

- 2 Hr. Exterior Walls*
- No fire resistance for structural frame, floors, ceilings, or roofs.

TYPE IV--Heavy Timber (also known as "mill" construction; to qualify all wooden members must have a minimum nominal dimension of 8 inches.)

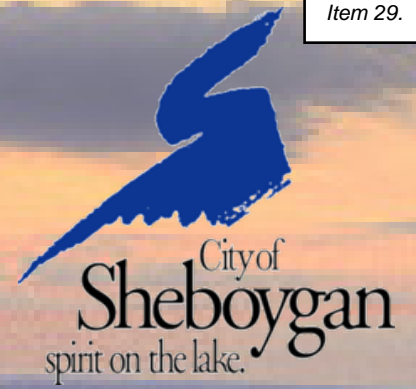
- 2 Hr. Exterior Walls*
- 1 Hr. Structural Frame or Heavy Timber
- Heavy Timber Floor/Ceiling/Roof Assemblies

TYPE V-A--Protected Wood Frame (Commonly used in the construction of newer apartment buildings; there is no exposed wood visible.)

- 1 Hr. Exterior Walls
- 1 Hr. Structural Frame
- 1 Hr. Floor/Ceiling/Roof

TYPE V-B--Unprotected Wood Frame (Examples of Type V-N construction are single family homes and garages. They often have exposed wood so there is no fire resistance.)

- Note exceptions in the building code for fire resistance ratings of exterior walls and opening protection.



Request for Proposals

Building Condition Assessments &
Future Needs Survey
2058-24

City of Sheboygan

October 31, 2024

CONCORD
GROUP

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October 31, 2024

Bernard Rammer
828 Center Avenue
Sheboygan, WI 53081

Re: Request for Proposals – City of Sheboygan 2058-24 – Building Condition Assessment & Future Needs Survey

Dear Mr. Rammer,

The Concord Group (Concord) is pleased to present a proposal to conduct accurate and comprehensive assessments of the City of Sheboygan's buildings and facilities. Concord will lead the efforts on the Facility Condition Assessment (FCA) with the support of strategic partners **ZS LLC (ZS) and IBC Engineering**.

ZS is an architectural engineering firm specializing in structural engineering, building enclosure consulting, building exterior access/fall protection consulting, building information management (BIM) services, and forensic engineering. They will be responsible for the structural evaluations and building envelope.

IBC Engineering is an award-winning engineering firm based in Wisconsin with over 30 years of experience. They offer a full range of services, from energy modeling and daylighting analysis to the fully integrated design of multi-million-dollar construction projects. They will review electrical, HVAC, plumbing, and low-voltage systems.

Together, we are eager and committed to assisting your team in thoroughly understanding your facilities. We aim to develop a comprehensive guide for budgeting and prioritizing maintenance and general capital replacement projects for long-term planning related to useful life.

With our team, you benefit from several key differentiators that set us apart from our competitors:

Extensive Qualifications and Experience. Our proposed team has significant experience providing FCAs throughout the country. Our assessment team is comprised of architects, engineers, and specialty consultants, so our approach isn't set out to merely collect inventory. Still, it will provide in-depth guidance on solutions to issues and predictive building modifications.

Our Digitized Approach with Facility Assessment Condition Toolset (FACTs). As a customizable dashboard, each project application can be tailored to meet the client's needs. This programmable nature enables the best result when working with the assessment data for capital planning and generating a realistic plan for each facility. Each page on the dashboard is dedicated to specific metrics to help grasp the current building condition. FACTs generates a clear picture of overall building conditions, key building metrics, and capital cost projections. The platform enables clients to take control of their facilities, develop a genuine capital plan, and manage their facilities.

Concord's Comprehensive FCA Methodology. Our process provides a foundation for capital planning to help you make the best decisions to optimize your facilities' reliability and overall performance. This FCA effort will provide you with a thorough understanding of your facility's near- and long-term capital planning needs. Using non-invasive, non-destructive testing and observation methods, our FCA consists of four key processes:

- **LEARN:** Documentation review and interviews with key on-site personnel.
- **AUDIT:** An expert field observer with a thorough understanding of facility systems will conduct a walk-through survey.
- **ANALYZE:** Prepare opinions of probable cost and action to address and remedy physical deficiencies.
- **REPORT:** Provide FCA report with strategic prioritizations that align with the City's core planning needs.

Proposed Schedule and Timeline. We have an efficient and in-depth process to meet the project schedule demands and align with the guiding principles of the project. Our team's office locations and streamlined approach through FACTs will allow a quick and seamless transition to a successful operation.

We look forward to the opportunity to discuss our experience and qualifications in further detail.

Sincerely,




Eamon Ryan
Chief Operating Officer
eryan@concord-cc.com



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Background Information/ Contract Failures, Litigations

The image shows two white hard hats resting on a dark wooden table. The hard hat in the foreground is in sharp focus, showing the 'CONCORD GROUP' logo in blue. The logo consists of the word 'CONCORD' in a large, bold, sans-serif font, with a horizontal line underneath it, and the word 'GROUP' in a smaller, all-caps, sans-serif font below the line. A second hard hat is visible in the background, slightly out of focus, also featuring the same logo. The background shows a blurred office or construction site environment with ceiling lights and a wall.

CONCORD
— GROUP —



The Concord Group (Concord) was founded in 1996 and has provided professional development and construction consulting services for over 28 years to municipalities and other governmental agencies, higher education institutions, healthcare organizations, and the private commercial sector on high profile and complex projects. During this time, our staff has grown to over 70 professionals with expertise in Facility Condition Assessments (FCA), Owner's Representation (OR), Cost Management Schedule Management, Commissioning and Sustainability Management.

Concord offers complete FCA services in accordance with ASTM standards for property owners and real estate investors nationwide. Our objective is to assess and document the condition of the property and to prepare an accurate cost estimate of the efforts necessary to restore the property to a usable condition for its intended use.

The FCA is a valuable tool for lenders and investors before either acquisition or disposition of real property. The process consists of a visual and non-destructive assessment of the main components of the building. The report includes a description of the existing physical components, and a detailed analysis of the current conditions in need of repair. The associated repair costs are tabulated in immediate, five- and ten-year projections of anticipated major capital costs which is documented in a report that includes extensive documentation.

Owner's Representation

We provide OR services for all phases of our clients' projects. We can assist in project feasibility planning, selection of the project delivery method and recommend prudent strategies for a successful project outcome. We monitor the design and construction process, interact with regulatory agencies, review and recommend bid awards, coordinate all specialty consultants and vendors, review on-site progress and quality control and oversee the entire development process through to final completion.

Cost Management

Concord provides a comprehensive approach to Cost Management that reduces the risk of project cost overruns. We achieve this by integrating our multi-disciplined staff of estimators, mechanical and electrical engineers, quantity surveyors and construction management personnel with our state-of-the-art estimating software and technology.

Schedule Management

Our comprehensive approach to schedule management enables us to establish realistic project schedules that can be managed to. Our schedule management tools and systems allows us to provide detailed reviews of the construction manager's schedules throughout the duration of the project to reduce the risk of project schedule overruns.

Commissioning

Commissioning is an essential part of our integrated project delivery. Our commissioning, re-commissioning, and retro-commissioning services include, but are not limited to, new construction, modernization projects, and existing buildings and facilities. Our commissioning expertise is derived from an extensive history of delivering high performance design, building, operating and maintaining services to clients across business sectors.

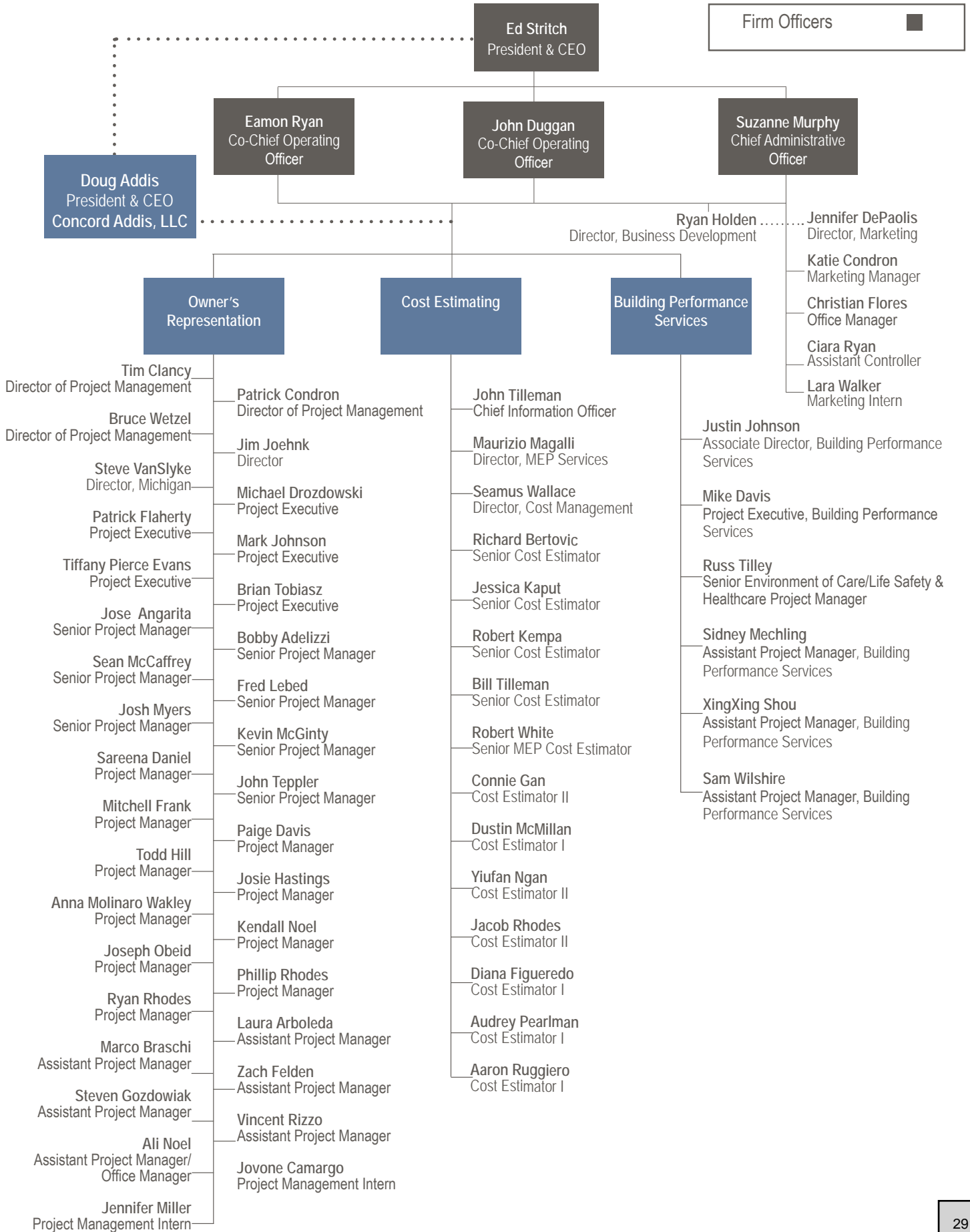
Warranty period commissioning activities vary widely from project-to-project, depending primarily on the priorities, past experiences and budget of the building owner. Commissioning tasks, leading up to and including final verification tests and training, minimize system operational problems during the first year of occupancy (and throughout the life of the building).

Sustainability Management

In response to the growing demand for more efficient, sustainable construction, Concord offers a scope of Sustainable Management services to assist our clients to better plan, design and operate their facilities from a sustainable focus. We assist our clients with exploring sustainability planning, developing de-carbonization strategies, and navigating available financial incentives, investment opportunities and carbon offsetting.

Disclosures of Contract Failures, Litigations

Concord does not have any contract breaches or failures, nor do we have any pending civil or criminal litigations or investigations.



Experience in Serving Governmental Entities

We have provided services on various project types, including police and fire stations, city/village halls, roadways, transit, river walk/pedestrian corridors, business parks, jails, conference centers, schools, parks/marinas, and many more public building types. We have the staff with the correct skill sets who understand how to work towards achieving the Owner's goals and objectives daily.

Below is a list of municipalities/public sector projects for which we have provided services over the last several years.



City of Whitehall
Police Department



East Moline Public Library



Milwaukee Streetcar



Brown County Jail



City of Racine, Lincoln-King Clinic & Community Center



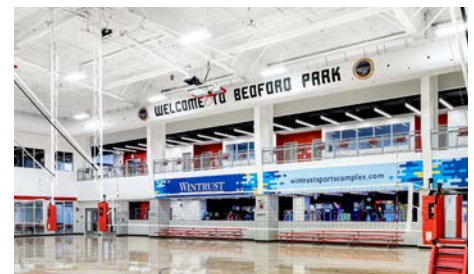
Milwaukee County Center for Forensic Science



Milwaukee Public Library



City of Brookfield
Conference Center



Village of Bedford Park
Wintrust Sports Complex



City of Chicago
Millennium Park



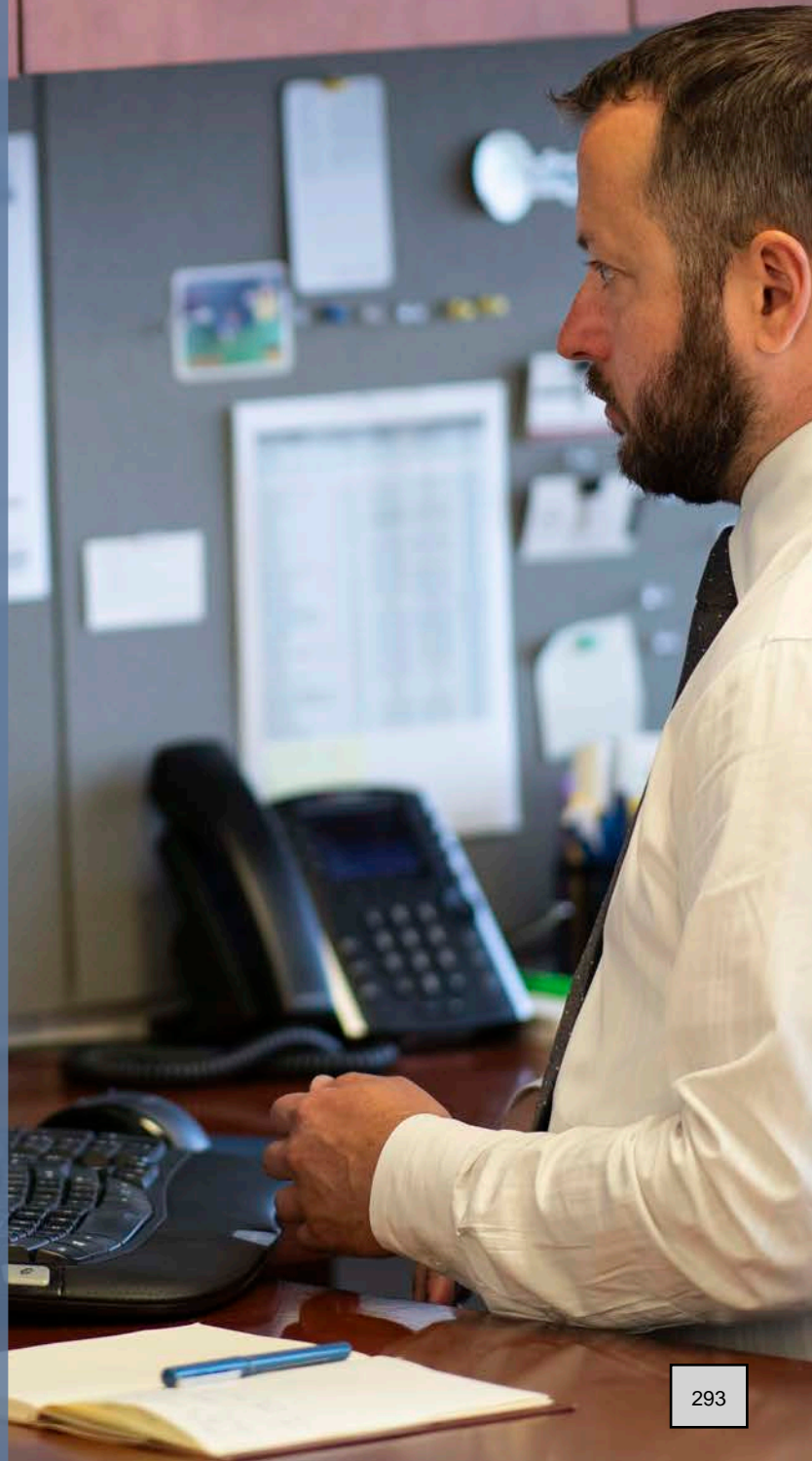
Chicago Park District



Chicago Public Schools

2.

Relative Experience & Qualifications





Location

Elmwood Park, IL

Size

89,000 SF

Cost

\$25,000

Dates Involved

2023

Scope

Facility Condition Assessment & Cost Estimating Services

Contact

Dino Braglia
Director of Infrastructure
Village of Elmwood Park
708.452.3941
dbraglia@elmwoodpark.org

**Village of Elmwood Park
Facility Condition Assessment**

The Village of Elmwood Park engaged Concord to conduct FCA's using our data collector app and digital dashboard, FACTs. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Elevators, and Fire Protection), and ADA compliance. Eight (8) buildings were included in the assessment.

A customized approach and delivery tailored to the client's building requirements provide a roadmap for short-term repairs and an accurate capital plan for the next 20 years. The data collected and displayed in the digital dashboard can be adjusted to prioritize assets and reflect bids and schedules of capital projects when they are started and completed.



**Location**

Racine, WI

Size

741,505 SF

Cost

\$195,000

Dates Involved

2021

Scope

Facility Condition Assessment/Cost Estimating

Contact

John C. Rooney, P.E.
 Commissioner of Public Works
 City of Racine, WI
 262.636.9460
john.rooney@cityofracine.org

City of Racine**Facility Condition Assessment**

The City of Racine recently engaged Concord to conduct an FCA to review its physical assets' existing conditions. This will contribute to the development of a long-term capital renewal budget.

The information provided in the report will help avoid costly emergency repairs or other unplanned renovations and enable stakeholders to plan for future capital projects more effectively. This, in turn, allows for improved non-facilities project planning and resource allocation.

This study emphasized the identification of major and immediate needs and a chronological prioritization of changes that could impact building performance, energy efficiency, and long-term financial planning.

We evaluated the City of Racine facilities' mechanical, electrical, plumbing, exterior envelope, site, and fire and life safety assets.



Location
 Richton Park, IL

Size
 33,000 SF

Cost
 \$12,500

Dates Involved
 2022

Scope
 Facility Condition Assessment/Cost Estimating

Contact
 Mike Wegrzyn
 Public Works Director
 Village of Richton Park
 708.481.8950
 MWegrzyn@richtonpark.org

Village of Richton Park
 Facility Condition Assessment

The Village of Richton Park engaged Concord to conduct an FCA of their community center, village hall, and attached police and fire stations. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Fire Protection, and Life Safety), security and surveillance systems, and ADA compliance.

A customized approach and delivery tailored to the client’s building requirements provide a roadmap for short-term repairs and an accurate capital plan for the next 20 years. The Village can utilize the data collected and displayed in the report to prioritize assets and reflect bids and schedules of capital projects when they are started and completed.





Location

Lake Forest, IL

Size

100,000 SF

Cost

\$19,900

Dates Involved

2024

Scope

Facility Condition Assessment/Cost Estimating

Contact

James Lockefeer
Assistant Director of Public Works
City of Lake Forest
847.810.3542
LockefeJ@cityoflakeforest.com

City of Lake Forest

Facility Condition Assessment

The City of Lake Forest is investigating the adaptive reuse of a multi-story office building to house a new Police Department headquarters. This building will need to accommodate modern public safety operations, technology, training, equipment, and community services for their current space needs as well as be adaptable to future trends.

Concord provided a comprehensive building and property assessment to include, but not be limited to all components of the structure, parking, site features, and utility infrastructure.





Location

Milwaukee, WI

Dates Involved

2012-Present

Scope

Building Enclosure Consulting, Facade Examination

City of Milwaukee

Multi-Building Facade Assessments

The City of Milwaukee has retained ZS LLC (ZS) to perform building enclosure assessments on multiple buildings throughout the city of Milwaukee, Wisconsin. These buildings include historic city structures such as Milwaukee City Hall, and the Frank P. Zeidler Municipal Building, as well as over a dozen Milwaukee Fire Stations and public parking garages.

ZS' basic City of Milwaukee facade ordinance compliance services include:

- Review of available building construction documents, and a review of previous facade examination reports and available facade maintenance records.
- Hands-on examination of selected areas of the building's facade exterior elements at four representative locations along the building's elevations, as required by the local ordinance.
- Visual examination at all remaining facade areas.
- Documentation of the condition of the facade through the use of digital photography and/or sketches.
- Meetings with the building owner to review report findings.
- Required City of Milwaukee report.





Location

Milwaukee, WI

Dates Involved

2012-Present

Scope

Building Enclosure Consulting, Building Enclosure Assessments, Structural Engineering, Historical Building Restoration/ Preservation

Milwaukee County

Building Enclosure Projects

Milwaukee County has commissioned ZS LLC (ZS) to perform building enclosure assessments and repair design on multiple buildings including:

- Milwaukee County Historical Society
- Vel R. Phillips Juvenile Justice Center
- Mitchell Park Domes
- Milwaukee Art Museum
- Public Safety Building
- War Memorial Center
- Milwaukee Public Museum Planetarium
- Timmerman Airport FBO Hangar and Control Tower
- Central Fleet Maintenance Facility
- Criminal Justice Facility
- Milwaukee Public Museum Planetarium
- Sherman Multicultural Arts Boys & Girls Club
- MCTS Kinnickinnic Station

Over the years, ZS has assisted Milwaukee County with multiple rehabilitation and restoration projects. Our services provided to Milwaukee County over the years include:

- Building Enclosure (Roof and Facade) Assessments
- Facade Ordinance Inspections
- Detailed construction documents for roof replacement and facade restoration projects
- Owner assistance services in issuing projects for bid
- Infrared and moisture surveys of roof systems
- Construction observation and administration services
- Historic Restoration





Location

Milwaukee, WI

Dates Involved

Phase I: 2016

Phase II: 2017

Phase IV: 2024/2025

Scope

Engineering Analysis

Milwaukee County

Courthouse Planning

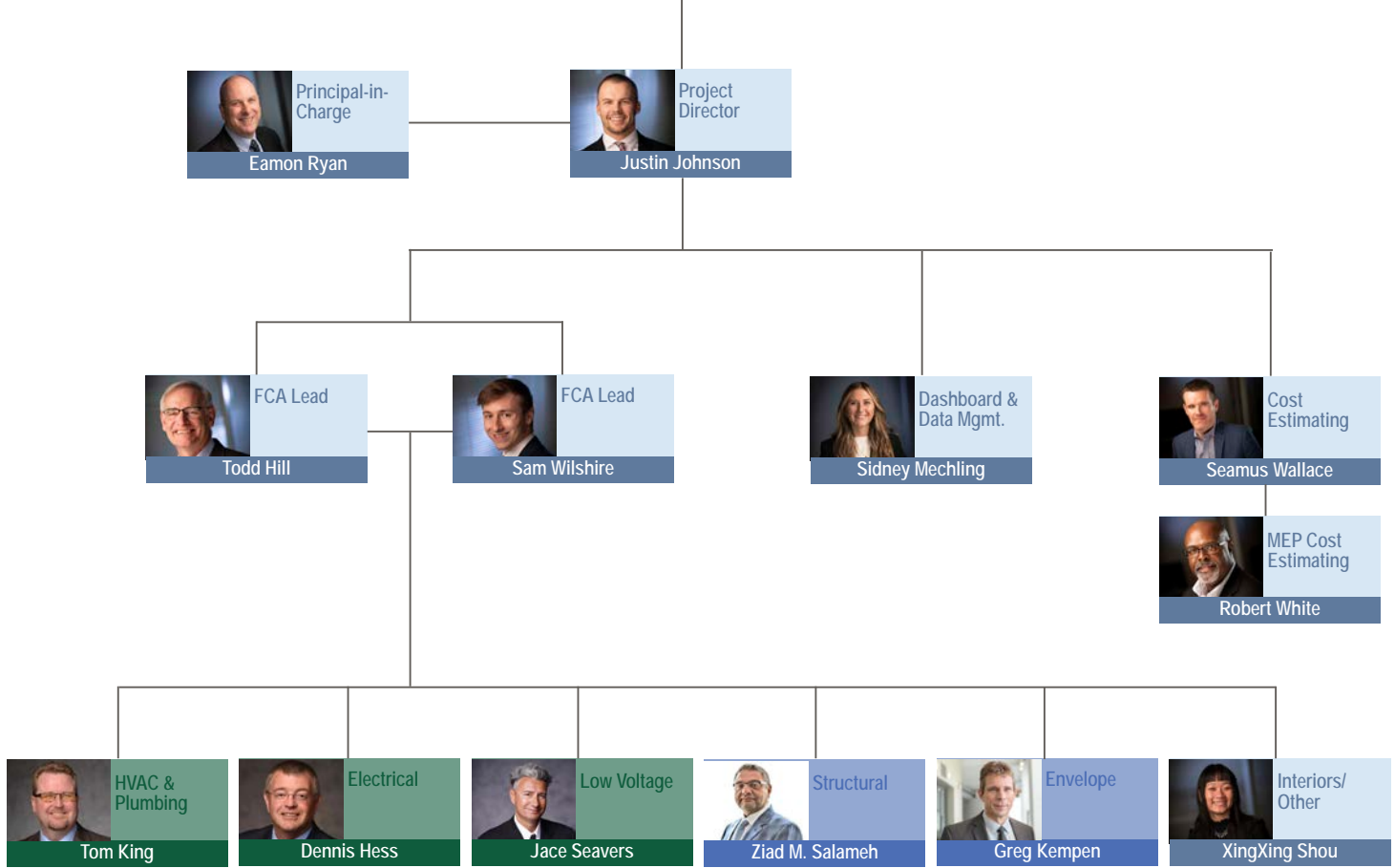
The goal of the study was to establish the highest and best use for Milwaukee County's Historic 1932 Courthouse. Projections for space needed to consider a 10-year planning horizon for the Courts, county demographics and current and projected space utilization. Additionally, use of modern sustainable standards to guide project design, sustainable design, and green buildings was desired by Milwaukee County.

IBC Engineering Services, Inc. provided engineering analysis which included review and assessment of HVAC, mechanical, electrical, plumbing and life safety system needs on potential space re-use, to accommodate space programming needs. Facilities reviewed included the following Court facilities: Milwaukee County Courthouse, Juvenile Justice Courthouse, and Safety Building. As part of the analysis, existing documentation, including historical plans, and past assessment reports were reviewed. IBC then performed a walk-through assessment of the facilities and spoke to key stakeholders to develop a comprehensive system assessment focusing on current condition, age, useful system life expectancy, reliability, and modifiability. This information was used to assist in the courtroom space programming for present and future planning.

3.&4.

Staffing & Resumes

CONCORD
GROUP



Organization Key

- Concord
- ZS
- IBC

Eamon Ryan

CEP, MRICS - Chief Operating Officer

Project Role: Principal-in-Charge



eryan@concord-cc.com

About Eamon

Eamon provides oversight to Cost Estimating and Cost Management services throughout the duration of the project. He has an extensive background working in all areas including K-12, healthcare, higher education, governmental and commercial markets.

Eamon directs the Cost Management functions of the firm. As well as managing, coordinating and supervising all aspects of estimate production. He is directly involved in the preparation of a wide variety of estimates and routinely meets with clients to ensure estimating services are being provided to meet the clients' needs.

Education

Heriot-Watt University - Edinburgh, Scotland

Bachelor of Science, Quantity Surveying

Limerick Institute of Technology -

Limerick, Ireland

Bachelor of Science, Quantity Surveying

Professional Affiliations

Association for the Advancement of Cost Engineering (CEP)

Member Royal Institute of Chartered Surveyors (MRICS)

Experience

Village of Elmwood Park, Facility Condition Assessment - Elmwood Park, IL
 Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements.. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Elevators, and Fire Protection), and ADA compliance. Eight (8) buildings were included in the assessment-total project cost of \$25,000.

City of Chicago, Department of Assets, Information and Services, Millennium Park Facility Condition Assessment - Chicago, IL

Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements, which will contribute to the development of a long-term capital renewal budget-total project cost of \$800,000.

City of Racine, Facility Condition Assessment - Racine, WI

Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements, which will contribute to developing a long-term capital renewal budget - total project cost of \$175,000.

Chicago Union Station Concourse, Master Planning - Chicago, IL

Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements. The assessment included substructure and superstructure, interior construction and finishes, building systems (MEP, Fire Protection, and Life Safety), security and surveillance systems, signage and wayfinding, ADA compliance, historical preservation, sustainability, and demolition concerns—total cost of \$175,000.

Village of Richton Park, Facility Condition Assessment - Richton Park, IL

Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements of their community center, village hall, and attached police and fire stations-total cost of \$12,500.

History of Employment

25 Years with Concord

28 Total years of experience

CONCORD
GROUP

Justin Johnson

PE, CxA, BECxP - Associate Director, Building Performance Services

Project Role: Project Director



jjohnson@concord-cc.com

About Justin

Justin attended the University of Wisconsin-Platteville, earning a BS in Mechanical Engineering. He began his career as a commissioning engineer before joining Concord in 2020.

As Associate Director of Building Performance Services, Justin's responsibilities include program management of all technical offerings, streamlining operations and budgets, and delivering commissioning, facility condition assessments (FCA), and environmental consulting projects. This involves collaborating with clients, design teams, contractors, and subcontractors to achieve a functional and sustainable building that meets each aspect of the owner's requirements.

Education

University of Wisconsin - Platteville
Platteville, WI
Bachelor of Science, Mechanical
Engineering

Professional Affiliations

Professional Engineer: Wisconsin (PE)
Building Enclosure Commissioning
Process Provider (BECxP)
AABC Commissioning Group (ACG),
Certified Commissioning Authority (CxA)
Associate Commissioning Professional:
Building Commissioning Association
(ACP)

Experience

Village of Elmwood Park, Facility Condition Assessment - Elmwood Park, IL
Conducted an FCA using our data collector app and digital dashboard, FACTs. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Elevators, and Fire Protection), and ADA compliance. Eight (8) buildings were included in the assessment-total project cost of \$25,000.

City of Chicago, Department of Assets, Information and Services, Millennium Park
Facility Condition Assessment - Chicago, IL

Acted as the Program Manager, completed cost estimating, and conducted an FCA dashboard delivery. Utilized FACTs to provide a review of the existing conditions of Millennium Park's physical assets, which will contribute to the development of a long-term capital renewal budget-total project cost of \$800,000.

City of Racine, Facility Condition Assessment - Racine, WI

FCA to provide a review of the existing conditions of the City's physical assets, which will contribute to developing a long-term capital renewal budget. The City facilities were evaluated for mechanical, electrical, plumbing, exterior envelope, site, and fire and life safety assets-total project cost of \$195,000.

City of Lake Forest, Facility Condition Assessment - Lake Forest, IL

Comprehensive building and property assessment to include, but not be limited to all components of the structure, parking, site features, and utility infrastructure. The City is investigating the adaptive reuse of a multi-story office building to house a new Police Department headquarters.

Village of Richton Park, Facility Condition Assessment - Richton Park, IL

Conducted an FCA of their community center, village hall, and attached police and fire stations. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Fire Protection, and Life Safety), security and surveillance systems, and ADA compliance-total cost of \$12,500.

History of Employment

3 | Years with Concord

9 | Total years of experience

CONCORD
GROUP

Todd Hill

Project Manager

Project Role: FCA Lead



thill@concord-cc.com

About Todd

Skilled in commercial construction, contracting, renovation, and retail construction, Todd brings a unique set of skills to every project team.

As a Project Manager, Todd supports the project team during the construction and closeout phases of the project, ensuring that decisions made during the design phase get pulled through into the construction phase. Overseeing the development of the project phasing plan, confirming the Owner's voice is heard, and achieving minimal disruption to the day-to-day operations. His diverse project experience and technical background enable him to confirm that the progress of the work is per the approved plans and specifications and meeting the client's goals and objectives.

Education

University of Wisconsin-Milwaukee
Milwaukee, WI
Business Administration and
Management

Milwaukee Area Technical College
Milwaukee, WI
Associate of Science, Architectural
Technology

Professional Affiliations

OSHA 10

History of Employment

2 | Years with Concord

23 | Total years of experience

Experience

Milwaukee Public Schools, ESSER II & III Federal Relief Program - Milwaukee, WI
Owner Representation services to assist in managing the design, construction, and delivery of projects with the provided relief funds to upgrade the District's facilities through various construction projects, mainly focused on air quality and the built environment. Todd's role on the 3-year program was the on-site coordinator. Liaising between individual school leaders, the design-builders, and the OR team. Managing projects ranging from \$50,000 to \$300 Million.

Louis Hoffmann Co. - Architectural Metalwork*

General Contractor and Owner's Representation services on various luxury retail storefront projects nationwide: Hermes, Loro Piana, Valentino, etc. Consulted on design, source and price materials, contract with subs, etc.

Innovative Construction Solutions*

Site PM. Retail facade renovation. Source subs and materials, site supervision, scheduling, submittal and RFP process, coordination of the work and management of subcontractors, daily interface with the clients, etc.

Mehmert Store Services (now Storemasters) - Specialty Grocery Design and Contractor*

Owner's Representation and General Contractor services remodeling and building grocery stores throughout the Midwest. Worked with HVAC and refrigeration contractors to balance humidity to keep the refrigerated cases operating within spec and keep the glass doors from fogging up. Renovating and building ground-up stores in PA, MI, WI, MN.

Fortune Fish & Sea Food, Warehouse/Distribution Facility - Minneapolis, MN*

Part of the team designing, estimating, and contracting the store buildout. Responsibilities included oversight and coordination of the RFI and submittal process and construction observation, confirming that work was being constructed per the approved documents.

*projects completed at a previous employer.





swilshire@concord-cc.com

About Sam

As Assistant Project Manager, Sam’s responsibilities will be the day-to-day management of project controls, project coordination and project reporting, with oversight from either a project executive or a senior project manager.

Sam is early in his career, but over the past 2 years, he has accumulated vast experience in conducting FCAs in a variety of building types and across multiple markets

Education

Milwaukee School of Engineering
Milwaukee, WI
Bachelor of Science, Architectural Engineering: Building Mechanical Systems

Experience

Village of Elmwood Park, Facility Condition Assessment - Elmwood Park, IL
Conducted an FCA using our data collector app and digital dashboard, FACTs. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Elevators, and Fire Protection), and ADA compliance. Eight (8) buildings were included in the assessment-total project cost of \$25,000.

City of Chicago, Department of Assets, Information and Services, Millennium Park Facility Condition Assessment - Chicago, IL

Acted as the Program Manager, completed cost estimating, and conducted an FCA dashboard delivery. Utilized FACTs to provide a review of the existing conditions of Millennium Park’s physical assets, which will contribute to the development of a long-term capital renewal budget-total project cost of \$800,000.

City of Racine, Facility Condition Assessment - Racine, WI

FCA to provide a review of the existing conditions of the City’s physical assets, which will contribute to developing a long-term capital renewal budget. The City facilities were evaluated for mechanical, electrical, plumbing, exterior envelope, site, and fire and life safety assets-total project cost of \$195,000.

City of Lake Forest, Facility Condition Assessment - Lake Forest, IL

Comprehensive building and property assessment to include, but not be limited to all components of the structure, parking, site features, and utility infrastructure. The City is investigating the adaptive reuse of a multi-story office building to house a new Police Department headquarters.

Village of Richton Park, Facility Condition Assessment - Richton Park, IL

Conducted an FCA of their community center, village hall, and attached police and fire stations. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Fire Protection, and Life Safety), security and surveillance systems, and ADA compliance-total cost of \$12,500.

History of Employment

2 | Years with Concord

2 | Total years of experience



Sidney Mechling

Assistant Project Manager, Building Performance Services

Project Role: Dashboard & Data Mgmt.



smechling@concord-cc.com

Education

Michigan Technological University
Houghton, MI
Master of Science, Environmental and
Energy Policy
Bachelor of Science, Sustainability
Science and Society

History of Employment

1 | Year with Concord

1 | Total year of experience

About Sidney

Sidney joined Concord in the summer of 2023 as an intern in our Building Performance Services group. After returning to school for her final semester and graduating, she returned to Concord in a full-time role.

Sidney supports our project managers and senior project managers in the day-to-day activities associated with projects. In addition, she supports our Building Performance Services group in all technical offerings, including facility condition assessments, commissioning, and ESG/Sustainability efforts. This involves collaborating with clients, design teams, contractors, and subcontractors to achieve a functional and sustainable building and meet each aspect of the owner's requirements.

Experience

City of Chicago, Department of Assets, Information and Services, Millennium Park Facility Condition Assessment - Chicago, IL

Acted as the Program Manager, completed cost estimating, and conducted an FCA dashboard delivery. Utilized FACTs to provide a review of the existing conditions of Millennium Park's physical assets, which will contribute to the development of a long-term capital renewal budget-total project cost of \$800,000.

City of Racine, Facility Condition Assessment - Racine, WI

FCA to provide a review of the existing conditions of the City's physical assets, which will contribute to developing a long-term capital renewal budget. The City facilities were evaluated for mechanical, electrical, plumbing, exterior envelope, site, and fire and life safety assets - total project cost of \$195,000.

Chicago Union Station Concourse, Master Planning - Chicago, IL

Conducted an FCA of the CUS Concourse level for Concourse master planning. The assessment included substructure and superstructure, interior construction and finishes, building systems (MEP, Fire Protection, and Life Safety), security and surveillance systems, signage and wayfinding, ADA compliance, historical preservation, sustainability, and demolition concerns—total cost of \$175,000.

Village of Elmwood Park, Facility Condition Assessment - Elmwood Park, IL

Conducted an FCA using our data collector app and digital dashboard, FACTs. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Elevators, and Fire Protection), and ADA compliance. Eight (8) buildings were included in the assessment-total project cost of \$25,000.

Health First Medical Group, Palm Bay Hospital, Facility Condition Assessment - Palm Bay, FL

Concord was engaged by Health First to conduct an FCA at their Palm Bay Hospital, using our data collector app and digital dashboard, FACTs. The assessment included exterior enclosure, interior construction and finishes, building systems including MEP, Elevators, and Fire Protection. There were 256,000 SF of Healthcare and Clinic building assessed.





xshou@concord-cc.com

About XingXing

XingXing attended Brown University, where she earned a B.A. in Architecture. Her background and activism enabled her to develop excellent leadership and mentoring skills, molding her into a versatile young professional. Bilingual in English and Mandarin Chinese, XingXing has strong communication skills and an innate ability to connect with people.

XingXing supports our Building Performance Services group in all technical offerings, including commissioning and field testing. This involves collaborating with clients, design teams, contractors, and subcontractors to achieve a functional and sustainable building and meet each aspect of the owner's requirements.

Education

Brown University
Providence, RI
Bachelor of Arts, Architecture

Experience

Village of Elmwood Park, Facility Condition Assessment - Elmwood Park, IL
Conducted an FCA using our data collector app and digital dashboard, FACTs. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Elevators, and Fire Protection), and ADA compliance. Eight (8) buildings were included in the assessment-total project cost of \$25,000.

City of Chicago, Department of Assets, Information and Services, Millennium Park Facility Condition Assessment - Chicago, IL

Acted as the Program Manager, completed cost estimating, and conducted an FCA dashboard delivery. Utilized FACTs to provide a review of the existing conditions of Millennium Park's physical assets, which will contribute to the development of a long-term capital renewal budget-total project cost of \$800,000.

City of Racine, Facility Condition Assessment - Racine, WI

FCA to provide a review of the existing conditions of the City's physical assets, which will contribute to developing a long-term capital renewal budget. The City facilities were evaluated for mechanical, electrical, plumbing, exterior envelope, site, and fire and life safety assets - total project cost of \$195,000.

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Village of Richton Park, Facility Condition Assessment - Richton Park, IL

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History of Employment

2 | Years with Concord

2 | Total years of experience



Seamus Wallace

CPE - Director, Cost Management

Project Role: Cost Estimating



swallace@concord-cc.com

Education

Dublin Institute of Technology
Dublin, Ireland

Bachelor of Science, Construction
Economics & Management

Dublin Institute of Technology
Dublin, Ireland

Bachelor of Technology, Construction
Technology

Dublin Institute of Technology
Dublin, Ireland

Certificate in Construction Technology

Professional Affiliations

American Society of Professional
Estimators (CPE)

About Seamus

Seamus is responsible for preparing all stages of cost estimates, from conceptual design through construction documents and change orders. He has been involved in a wide variety of projects for the firm's governmental, institutional, healthcare, and private clients.

Seamus has over 16 years of experience in the construction industry. After completing his formal education, he joined Concord's Cost Estimating group in 2008. Before joining the firm, he gained practical field experience working with a general contractor in his native Ireland.

Experience

Village of Elmwood Park, Facility Condition Assessment - Elmwood Park, IL
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City of Chicago, Department of Assets, Information and Services, Millennium Park
Facility Condition Assessment - Chicago, IL

Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements, which will contribute to the development of a long-term capital renewal budget-total project cost of \$800,000.

City of Racine, Facility Condition Assessment - Racine, WI

Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements, which will contribute to developing a long-term capital renewal budget - total project cost of \$175,000.

Chicago Union Station Concourse, Master Planning - Chicago, IL

Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements. The assessment included substructure and superstructure, interior construction and finishes, building systems (MEP, Fire Protection, and Life Safety), security and surveillance systems, signage and wayfinding, ADA compliance, historical preservation, sustainability, and demolition concerns—total cost of \$175,000.

Village of Richton Park, Facility Condition Assessment - Richton Park, IL

Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements of their community center, village hall, and attached police and fire stations-total cost of \$12,500.

History of Employment

16 Years with Concord

16 Total years of experience

CONCORD
GROUP

Robert White

CEP - Senior MEP Cost Estimator

Project Role: MEP Cost Estimating



rwhite@concord-cc.com

Education

Illinois Institute of Technology
Chicago, IL
Bachelor of Science, Mechanical
Engineering

Professional Affiliations

Association for the Advancement
of Cost Engineering (CEP)

History of Employment

20 | Years with Concord

34 | Total years of experience

About Rob

Rob is responsible for preparing HVAC, plumbing and fire protection cost estimates. He has prepared numerous Cost Estimates for educational, medical and institutional facilities from conceptual design through the construction document level. He utilizes the experience gained to support and advise clients for the success of their construction and renovation projects. He will be supporting our OR team with cost management and change order reviews.

Rob has over 34 years of experience in the construction industry. His experience includes estimating and engineering for a variety of construction projects.

Experience

Village of Elmwood Park, Facility Condition Assessment - Elmwood Park, IL
Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements.. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Elevators, and Fire Protection), and ADA compliance. Eight (8) buildings were included in the assessment-total project cost of \$25,000.

City of Chicago, Department of Assets, Information and Services, Millennium Park
Facility Condition Assessment - Chicago, IL

Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements, which will contribute to the development of a long-term capital renewal budget-total project cost of \$800,000.

City of Racine, Facility Condition Assessment - Racine, WI

Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements, which will contribute to developing a long-term capital renewal budget - total project cost of \$175,000.

Chicago Union Station Concourse, Master Planning - Chicago, IL

Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements. The assessment included substructure and superstructure, interior construction and finishes, building systems (MEP, Fire Protection, and Life Safety), security and surveillance systems, signage and wayfinding, ADA compliance, historical preservation, sustainability, and demolition concerns—total cost of \$175,000.

Village of Richton Park, Facility Condition Assessment - Richton Park, IL

Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements of their community center, village hall, and attached police and fire stations-total cost of \$12,500.

CONCORD
GROUP

Ziad M. Salameh

PhD, PE - Principal-In-Charge at ZS

Project Role: Structural



zsalameh@zslc-us.com

About Ziad

Dr. Salameh brings more than 35 years of professional experience related to building structural designs, building enclosure consulting, BIM to Facility Management Consulting, historic structures restoration, and structural failure investigations. His focus is primarily related to exterior walls consulting, historic restoration, investigative/forensic engineering, building/structure repair and restoration, non-destructive testing and evaluation (NDTE), and construction consulting.

Additionally, he served as an adjunct associate professor of building's structural systems at the School of Architecture and Urban Planning (SARUP) as well as the School of Engineering – University of Wisconsin – Milwaukee.

Education

University of Wisconsin-Milwaukee, PhD
– Structural Engineering

University of Wisconsin-Milwaukee, MS
– Structural Engineering

Jordan University, Amman – Jordan, BS
– Structural Engineering

Professional Affiliations

Registered Professional Engineer – IL, WI, MN, IN, MI, and NC

Landmarks Illinois Board member

ASCE Forensic Engineering Division (FED) - Executive Committee

City of Milwaukee High Rise & Building Committee

Milwaukee Fire Department Urban Rescue Team (past)

Experience

Northwestern Mutual New \$530 Million Tower and Commons; Milwaukee, WI
Project Manager - Building Enclosure (Curtainwall, Roofs and Waterproofing) design and construction related services

Fiserv Forum; Milwaukee, WI – Milwaukee Bucks Arena
Project Manager - New \$500M NBA Arena Roof Design and Building Enclosure consulting services

Mitchell Domes, Milwaukee, WI
Project Manager – Curtainwall Enclosure related engineering services

Milwaukee Public Museum Planetarium Dome Roof Replacement; Milwaukee, WI
Project Manager

LJ Timmerman Airport, FBO Hangar Roof Replacement; Milwaukee, WI
Project Manager

Milwaukee County Fleet Maintenance Facility Roof Replacement; Milwaukee, WI
Project Manager

University of Chicago, Hyde Park Campus; Chicago, Illinois
Project Manager – Campus Wide Building Enclosure Restoration program

History of Employment

15 | Years with ZS

35 | Total years of experience



Greg Kempen

AIA, CSI, LEED AP - Director - Building Enclosure Group at ZS

Project Role: Envelope



About Greg

Greg has over 30 years of experience as a project architect and project manager before coming to ZS. He has led numerous complex projects requiring careful attention to building enclosure detailing and constructability. Greg's project work includes a wide array of building types including large hospital construction and remodeling projects, facade recladding, high rise office buildings, institutional, hotel, and housing projects. Greg has successfully administered LEED projects for multiple hospitals and assisted in numerous other sustainability programs including Green Globes and Energy Star.

gkempen@zsilc-us.com

Education

University of Wisconsin-Milwaukee,
B. S. Architectural Studies

Professional Affiliations

Registered Architect – Wisconsin

Certified Construction Specifier (CCS)

Certified Construction Contract
Administrator (CCCA)

LEED – AP

American Institute of Architects (AIA)

Construction Specification Institute (CSI)

Building Enclosure Council (BEC – WI)

Experience

UW Milwaukee School of Architecture and Urban Planning, Milwaukee, WI
Enclosure Repairs & Roof Replacement.

Mendota Mental Health Heating Plant, Madison, WI
Enclosure Repairs & Roof Replacement.

Kettle Moraine State Forest – Northern Unit, Town of Osceola, WI
Enclosure Repairs & Roof Replacement.

McGovern Senior Center, Milwaukee, WI
Roof Replacement.

Milwaukee Tool, Milwaukee, WI
Building Enclosure Consulting including roofing and waterproofing.

Window and Roof Replacement Kettle Moraine State Forest, Osceola, WI
Window and roof replacement design services.

*Witte Hall, Madison, WI
Building enclosure condensation investigation related to window replacement project.

*UW Madison Natatorium, Madison, WI
Building Enclosure Commissioning including roofing and waterproofing.

*UW Madison Chemistry, Madison, WI
Building Enclosure Commissioning including roofing and waterproofing.

*Exact Sciences (Multiple Buildings), Madison, WI
Building Enclosure Commissioning including roofing and waterproofing.

*Milwaukee Symphony Orchestra, Milwaukee, WI
Project Manager of historic renovation and addition. Managed design team and reviewed construction documents.

**Projects completed with previous employer*

History of Employment

1 | Year with ZS

30 | Total years of experience



Tom King

RD, LEED AP - Senior Project Manager at IBC

Project Role: HVAC & Plumbing



tomk@ibcengineering.com

About Tom

A dedicated team player, Tom's strong construction background incorporates over twenty years of experience in mechanical, plumbing and fire protection contracting and design. He is a highly organized and detail oriented professional, with expertise in the technical aspects of the construction process.

Education

Anoka-Ramsey Community College,
Minnesota, Associate Degree, Applied
Science Mechanical Design

Professional Affiliations

Registered Designer of Engineering
Systems, State of Wisconsin (1956-7)

LEED Accredited Professional, U.S.
Green Building Council

Wisconsin Healthcare Engineering
Association, WHEA

American Society of Heating,
Refrigerating, and Air Conditioning
Engineers, ASHRAE

American Society of Plumbing
Engineers, ASPE

Experience

University of Wisconsin Madison – WIMR Equipment & Lab Improvements –
Madison, Wisconsin: Renovation of approximately 11,000 ASF/13,850 GSF
of floors B1, 1 and 2 of WIMR to accommodate up-to-date equipment, in vivo
laboratory science, and greater office density. There are several distinct focuses
of the project, each having different end users and unique considerations. IBC
Engineering was retained to provide plumbing design services.

Noble Network of Charter Schools – Chicago, Illinois: Chicago's largest charter
school network, Noble provides capacity for over 12,000 urban students in 16
campuses throughout Chicago. Facilities Engineer, assisting the design team in
feasibility studies and facilities assessments, as well as full design services for
future schools, including their 9th campus, the award winning Muchin College
Prep in Chicago's Loop District.

MSOE: Dwight and Dian Dierks Computational Science Hall - Milwaukee,
Wisconsin: New 4 story building of approximately 68,000 square feet that included
a basement parking garage. The build consisted of data labs, classrooms,
super-computer / data center, common spaces and a 250-seat auditorium. IBC
Engineering Services designed the new steam service to the building and all
plumbing systems for the new building.

Gateway Technical College, Dental Technology Lab – Kenosha, Wisconsin:
Recognizing that health occupations continue to be in high growth and high
demand, Gateway Technical College completed a renovation of classrooms
serving their Dental Assistant program. The 5,000-square foot expansion and
renovation included four new laparoscopic surgical suites, a pseudo-realistic pre-
op room and didactic classrooms. IBC provided full MEP services.

William S. Middleton VA Hospital Expand Pathology Lab – Madison, Wisconsin:
IDIQ task order to program and space plan six different departments located
throughout the large hospital complex. The lab project was a 10,000 SF
Pathology Lab Remodel. IBC Engineering provided mechanical, electrical and
plumbing design services. The lab continued to operate from this building during
construction.

History of Employment

25 | Years with IBC

25 | Total years of experience



Dennis Hess

P.E. - Senior Electrical Engineer at IBC

Project Role: Electrical



About Dennis

Mr. Hess has over 30 years of experience as an electrical design engineer and is knowledgeable in power distribution design, lighting design, fire alarm system design and development of electrical specifications. Highly skilled in electrical estimating, field coordination, overall project management and construction administration.

Education

Milwaukee School of Engineering,
Milwaukee, WI

B. S. Electrical Engineering

Professional Affiliations

Registered Professional Engineer,
State of Wisconsin

Experience

Sheboygan County Dispatch Center – Sheboygan, Wisconsin:

Lead Electrical Engineer for a new County Dispatch Center in an existing building. Responsibilities included electrical specifications, revising the power distribution system for the new space, providing a new generator system replacing an existing generator and expanding the generator service into a second building. Expanding existing call center systems into the new center, lighting and lighting control design, expansion of the existing fire alarm system, and providing power and raceways for communication, security, and door access systems.

Lakeshore Technical College Campus-Wide Building Renovations and Expansions

– Cleveland, Wisconsin: Lead Electrical Engineer for campus wide maintenance contract. The project included assessments of the campus wide primary electrical and distribution system along with building assessments. Provided design for remodeled and addition of existing buildings that included welding shops, CNC shops, classrooms, auto paint lab, auto maintenance lab, Simulation City for first responder training, shooting range and a new building for the facilities department. Responsibilities included electrical specifications, expansion of the primary service for building addition, modifying existing building electrical services and fire alarm system. Coordinated power and raceway requirements for communication systems, security and door access.

Milwaukee County Transit System (MCTS) – Electric Bus Analysis – Milwaukee,

Wisconsin: Lead Electrical Engineer for preliminary electrical power and utility upgrade options & analysis to evaluate facility utility needs for bus charging infrastructure, including development of conceptual level cost estimates for necessary work at 44 selected in-route bus stations and the 2 bus storage depots.

Minocqua Public Library Expansion and Remodel – Minocqua, Wisconsin:

Lead Electrical Engineer that expanded and remodeled an existing library. Responsible for electrical specifications, power distribution including modifying the existing services with new and larger service, adding additional distribution through the existing areas, new areas, and adding a new elevator. Assisted in lighting design and lighting controls. Systems included expanding the fire alarm system, security system and designed the 2-way communication for the new elevator. Coordinated power and raceways for communication system.

History of Employment

5 Years with IBC

33 Total years of experience



Jace Seavers

RCDD - Telecommunications Designer at IBC

Project Role: Low Voltage



About Jace

As a Registered Communication Distribution Designer, Jace has had experience in both designing telecommunication systems and as a licensed electrical contractor. For over 25 years, Jace has been providing technical design of systems for building projects, which include voice, data, nurse call, CCTV, access control and other low voltage systems for government and private sector communication contracts.

Professional Affiliations

State of Tennessee Master Electricians
License #00023354

Registered Communications Distribution
Designer (RCDD) #124425

Experience

Tennessee State University – Nashville, TN: Senior ITS Designer responsible for the design to replace the entire campus fiber optic network. Designing new underground pathways. Mapping and route planning through existing, steam tunnel system.

Vanderbilt University (VU) Home Economics & Mayborn Renovations - IT&S, Nashville, TN: Senior ITS Designer assisting in design. The 29,588 GSF Home Economics Building, consisting of two stories and a basement, was renovated to contain three lab spaces, eight classrooms, and graduate offices. The 40,066 GSF Mayborn Building, consisting of three stories and a basement, was renovated to contain two auditorium spaces and multiple open private offices utilized by graduate students and Vanderbilt University staff members.

Howard Fuller Collegiate Academy – Milwaukee, WI: Senior ITS Designer assisting in design. A 3-story building on a private college campus. Design included horizontal cabling, riser cabling, CCTV, access control, and paging. Project also involved designing telecommunication spaces and cable tray pathways.

Music City Center – Nashville, TN: 2,100,000 sq ft convention complex located in downtown Nashville. Senior ITS Designer responsible for the design of the access control system.

Rolling Pin Barracks Renovations, 21000 Block - Fort Hood, TX: Senior ITS Designer assisted in providing information technology design for renovation of Barracks in the 21000 Block. Low-voltage systems were installed as part of upgrading the facility including voice, data, and CATV. Efforts included the design for the communications room build-out including the communications racks, riser conduits, overhead ladder rack, and grounding and bonding requirements within the room. As part of the communication systems design, outside plant cabling was relocated and reconfigured in new splice housings to allow reconfiguration of the basement mechanical utilities in the building.

History of Employment

3 | Years with IBC

27 | Total years of experience



5.

Client Listing



Client List

Client/Organization	Project	Services Performed	Client Reference	Client Contact Number
City of Lake Forest	Building & Property Assessment Services	Facility Condition Assessment & ADA Assessment	James Lockfeer	(847) 810-3542
City of Racine	Portfolio Assessment & Capital Planning	Facility Condition Assessment	John Rooney	(262) 636-9460
Palos Hills	ArcGIS Asset Management Tool & Assessment	Asset Management & Capital Planning	Gerald Bennett	(708) 598-3400
City of Chicago	Millennium Park	Facility Condition Assessment & Master Facilities Planning	Michelle Woods	(312) 744-4834
Village of Elmwood Park	Portfolio Assessment & Capital Planning	Facility Condition Assessment	Paul Volpe	(708) 452-3912
Village of Richton Park	Portfolio Assessment & Capital Planning	Facility Condition Assessment	Michael Wegrzyn	(708) 481-8950
City of Joliet	Building & Property Assessment Services	Facility Condition Assessment	Blaine Kline	(815) 724-4048

6.

Cost-Saving Strategies



Cost-Saving Strategies for Facility Condition Assessment Projects

While facility condition assessment services do not primarily focus on investigating cost-saving strategies, our team consistently identifies opportunities to improve operational efficiency and extend the lifespan of facilities. In each past facility condition assessment project, we have provided clients with actionable insights, leading to numerous cost-saving opportunities across their buildings. Below is a summary of key strategies recommended in previous projects, along with descriptions of the clients for whom they were completed.

1. Proactive Preventative Maintenance

- Client: Indian Health Services
- Details of Cost Saving Strategy: A preventative maintenance (PM) plan was developed for multiple sites and integrated into the project delivery. By implementing the PM plan the organization was able to see substantial savings over time, as it resulted in less emergency repairs, extended lifespan of assets and minimized downtime. The PM plan was integrated into the capital planning figures to better understand the anticipated life span of assets and systems.

2. Energy Efficiency Upgrades

- Client: City of Racine
- Details of Cost Saving Strategy: Multiple assets and systems were identified throughout the facility condition assessment that could improve energy efficiency and in result lower utility costs. Through our extensive knowledge and experience with grant funding incentives, such as Focus on Energy, we were able to display the potential return on investment associated with the asset and system replacements. Examples of assets and systems identified for improved energy efficiency through replacement were lighting, boilers, direct digital controls, and domestic water heaters.

3. Consolidation of Space and Resource Optimization

- Client: City of Racine and Milwaukee Northwest Catholic
- Details of Cost Saving Strategy: The facility condition assessment determined the Facility Condition Index (FCI) for each building, a key metric that evaluates facility condition by comparing repair and deferred maintenance costs to the building's replacement cost. Additionally, a feasibility study was conducted to further assess the financial implications of consolidation.

4. Deferred Capital Expense Prioritization

- Client: UnityPoint Health
- Details of Cost Saving Strategy: A prioritization score was developed based on risk, impact, and technology to optimize capital resource allocation. This allowed the client to clearly identify which assets and systems were less critical to their strategic goals and building needs, resulting in more effective use of capital funds. This indirectly resulted in cost-savings to the organization as reactionary decisions to spend capital was significant reduced.

Each one of these strategies displays our team's intent on delivering a final product centered around data-driven decision-making and resource efficiency. By carefully analyzing existing conditions, usage patterns, and operational needs, we tailor recommendations to reduce costs, improve facility performance, and extend the useful life of assets. We bring this mindset to each new project, developing strategies that meet specific client goals and enhance overall fiscal stewardship.

7.

Timeline



8.

Price Proposal



Form D: Cost Proposal

RFB: Building Condition and Future Needs Survey

This form must be returned with your response.

We propose to provide a complete inspection and analysis of all City-owned structures on the attached spreadsheet including recommendations for both immediate and future improvements, expected or anticipated financial impacts of those improvements and additional related information. We will furthermore present to the City of Sheboygan a Final report of these findings. Finally, we will design, build and present to the City a software tool to "manage" these buildings over the ensuing ten-year period and provide specific individuals at the City with sufficient training in the use and operation of the software tool. The software tool shall possess all of the features and functionality necessary to allow the city to properly "manage" its buildings in a manner that is satisfactory to the City.

We propose to complete all of the required work including all labor, travel, materials, technology, tools, equipment, final reports and software management tools and training at a cost of:

\$ \$248,760.00 _____

Two hundred forty-eight _____ Thousand _____ seven _____ Hundred
and sixty _____ Dollars and _____ Zero _____ Cents

We Acknowledge Receipt of the following Addenda

#1 DATED October 22, 2024

#2 DATED _____

#3 DATED _____

Further, based upon current lead times and schedules in effect at the time of this writing we would anticipate commencement of project activities to begin within 0* WEEKS following execution of the contract between the parties.

The Concord Consulting Group of Illinois, Inc.

COMPANY NAME



SIGNATURE

10/30/2024

DATE

***Can start immediately, subject to any holidays.**

Scope Item	Hours	Fee
Project Kickoff Meeting & Onboarding	16	\$2,880.00
Priority Buildings - Building Services Assessment	358	\$64,440.00
Secondary Buildings - Building Services Assessment	50	\$9,000.00
Priority Buildings - Building Shell Assessment	206	\$37,080.00
Secondary Buildings - Building Shell Assessment	56	\$10,080.00
Priority Buildings - Building Interiors/Other Assessment	195	\$35,100.00
Secondary Buildings - Building Interiors/Other Assessment	80	\$14,400.00
Cost Estimating and Analysis	80	\$14,400.00
Develop Preventative Maintenance Plan	88	\$15,840.00
Priority Buildings - Develop Property Condition Report for Each Facility	90	\$16,200.00
Secondary Buildings - Develop Property Condition Report for Each Facility	83	\$14,940.00
Project Reporting - Digital Capital Planning Tool	80	\$14,400.00
Project Closeout Presentation	16	\$2,880.00
Totals	1382	\$248,760.00

Estimated Reimbursables - \$3,500.00

Cost Saving Strategy: Combine Property Condition Report for Secondary Buildings into one report. Realized cost savings would be 12,000.00.

On-Going Digital Dashboard Costs

The Digital Dashboard on-going annual subscription fees are summarized below and subject to change from ESRI. The total cost will depend on the number of licenses required by the City of Sheboygan

Subscription Fee Title	Cost	Description
ESRI ArcGIS Annual Subscription Fee	\$3,000.00	Fee for keeping dashboard active through ESRI.
ESRI ArcGIS Cost Per Creator License	\$700.00 per License	This license is required for individuals who need to make adjustments to the dashboard architecture. It should be assumed that the City will not need this license type.
ESRI ArcGIS Cost Per Mobile Worker	\$400.00 per License	This license is required for individuals who need to add new data points to the dashboard. It should be assumed that the City will need this license type for only a few individuals.
ESRI ArcGIS Cost Per Contributor	\$250.00 per License	This license is required for individuals who need to edit already created data points within the dashboard.
ESRI ArcGIS Cost Per Viewer	\$125.00 per License	This license is required for individuals who need to only view the dashboard.

Additional dashboard and data management support can be discussed post-delivery of the project at the discretion of the City of Sheboygan. The preferred contract would be an annual service agreement based on time and material with a to-not-exceed contract. It should be noted that an annual service agreement isn't necessary to utilize the dashboard as it's been created to allow the client to make all changes and adjustments needed without the support of Concord. However, if additional support is required, the following scope items can be considered.

- Assist in reviewing the City of Sheboygan capital planning priorities, goals, and objectives. Make adjustments to the digital dashboard to reflect the changes.
- Assist in the budgeting process to finalize the upcoming fiscal year from client provided scope of work. Provide estimating services on identified projects in the upcoming fiscal year to incorporate soft costs, current market conditions, and sequencing of construction.
- Identify necessary support through client selected A/E firm for sequencing, design, and program logistics. Architectural and Engineering Services (A/E) are not to be included within this annual service contract and are intended to be contracted direct to A/E firm.
- Update the facility condition assessment costs in the digital dashboard for escalation to current year pricing.
- Update the digital dashboard based on the completed projects.
- Complete feature updates to digital dashboard depending on client needs.
- Provide continued support on training to staff on the digital dashboard.

9.

Scope of Work



CITY OF SHEBOYGAN

2058-24: Building Condition and Future Needs Project Scope of Services

Project Description

The intent of the project is to conduct an accurate and comprehensive assessment of the City of Sheboygan buildings and facilities to provide specific recommendations regarding the overall condition, operation, and ongoing maintenance of the publicly owned assets. The project deliverable will provide the city with a guide for budgeting, prioritizing maintenance, and capital replacement projects.

Scope of Work

Comprehensive forensic building evaluations will be conducted for the buildings listed within the RFP to provide corrective recommendations, budget estimates for corrective work, and an estimated schedule for the completion of such work.

1. General Items

- a. Conduct a project kickoff meeting to set project alignment and vision.
- b. Review existing documentation, previous reports, or any asset information made available.
- c. Visit each site as necessary to complete the on-site evaluation. Larger sites may require multiple, concurrent days, to complete the evaluation.
- d. In-person interviews with facility staff will be conducted at their convenience, with the intention of scheduling them to coincide with the site visit.
- e. Conduct a project closeout meeting presenting all of the findings to the City.

2. Building Services Assessment

- a. Perform non-intrusive (open hinged doors and access panels) observations of the following major equipment:
 - i. Mechanical
 1. Boilers/Heat Exchangers & associated equipment
 2. Chillers/Cooling Towers/Condensers & associated equipment
 3. Air Handlers & Separate Fan Assemblies
 4. Pumps & associated hydronic equipment
 5. Humidifiers
 6. Controls
 - ii. Electrical
 1. Service Entrance
 2. Main Distribution
 3. Emergency Generator (and/or UPS) & Transfer Switch
 4. Branch Panels
 5. Head end equipment for the following:
 - a. Lighting Controls
 - b. Fire Alarm
 - iii. Plumbing
 1. Incoming Service and Backflow Preventer

- 2. Pumps
 - 3. Water Heaters
 - 4. Water Softeners & Water purification equipment
 - iv. Fire Protection
 - 1. Incoming Service and Backflow Preventer
 - 2. Fire Pumps
 - 3. Dry System Valves and Air Compressors
 - v. Elevators
 - vi. Building Security and Access Control Systems
 - 1. Heat end equipment
 - b. Perform general observation of the following systems (large groups of equipment will be assessed by observing a representative portion):
 - i. Mechanical
 - 1. Ductwork
 - 2. Hydronic Piping
 - 3. Terminal Units (VAVs, Fan Coils, Radiators)
 - ii. Electrical
 - 1. Interior & Exterior Lighting fixtures
 - 2. Fire Alarm devices
 - 3. Lightning protection
 - 4. Telecom Rooms
 - 5. Security Control Rooms
 - iii. Plumbing
 - 1. Piping Systems
 - 2. Plumbing Fixtures
 - 3. Med Gas Outlets
 - iv. Fire Protection
 - 1. Sprinkler Heads
 - 2. Standpipe Piping and Overhead Piping
 - v. Building Security and Access Control Systems
 - 1. Security and Access Control Terminal Devices
3. Building Shell Assessment
- a. Building Envelope
 - i. Perform visual observations of the condition of building envelope elements and document visible safety concerns, deterioration, and necessary repairs. Including:
 - 1. Exterior Walls
 - 2. Roofs
 - 3. Window Exteriors and representative sample of interior sides of windows based on exterior condition, age, and window type.
 - 4. Exterior Doors and Vestibules
 - ii. Review of existing information including age of building, and life cycle maintenance performed.
 - b. Structure

- i. Perform visual observations of the condition of building structural elements and document visible safety concerns, deterioration, and necessary repairs including walls and foundation.
- ii. Conduct 3-D laser scanning of Masonry Buildings

4. Building Interiors and Other Assets Assessment

a. Interiors

- i. Perform non-intrusive, visual observations to document the condition, visible safety concerns, deterioration, and necessary repairs of the following:
 - 1. Walls
 - 2. Ceilings
 - 3. Floorings
 - 4. Stairs
 - 5. Other Interior Finish Elements

b. Signage & Other Equipment

- i. Perform non-intrusive, visual observations to document the condition, visible safety concerns, deterioration, and necessary repairs.

5. Cost Estimating and Analysis

- a. Analyze the assessment data and post-site visit work associated with assessment including assessing risk, estimating remaining life, determining asset condition, recommending action work type, and any other additional asset evaluation required.
- b. Complete cost estimating for repair and replacement cost associated with every asset and system.
- c. Conduct a prioritization and a replacement reserve analysis to determine capital investments needed to cover replacements of components and/or systems that may not contain present deficiencies, but that will reach the end of their useful life within a ten-year period. This section will also include discussion regarding building life spans/cycles, depreciation schedules for equipment, renovation and maintenance, and associated risks.

6. Project Reporting

- a. Prepare a property condition report for each facility including an executive summary, condition summary table, property data sheet, property photos, and capital reserve table.
- b. Create the digitized database through ESRI ArcGIS referred to as the Facility Condition Assessment Toolset (FACTs).
 - i. Create the assessment reviewer dashboard with customized inputs.
 - ii. Create building outlines associated with the facility condition assessment and corresponding assessment features.
 - iii. Imbed dynamic filters associated with building levels, locations, disciplines, work type, project years, asset types, and spatial references.
 - iv. Create smart editor features.
 - v. Imbed geographic image tied to each location and photo.
 - vi. Create the capital projects dashboard to allow the client to conduct capital planning.
 - vii. Create graph widgets to showcase the project financials and expected capital spend per year.

- viii. Complete training sessions of how to use the Facility Condition Assessment Digital Deliverable
- ix. Provide (1) software licenses at no additional cost. The software licenses will need to be renewed annually at the expense of the client. Any additional licenses will be charged at a cost of \$400 per mobile worker license or \$125 per view license plus time spent to process the license.
- c. Within the digital deliverable, identify options for efficiency improvements, including the potential utilization of shared services, outsourcing, Grant funding availability or some other alternative.
- d. Create a final report providing a detailed analysis of the existing condition of each City-owned facility and outline realistic options related to the improvement, renovation, or replacement of each facility. The facility condition index score should be a key metric utilized to determine a path forward for each facility.

Project Scope of Work Exclusions

- a. The consultant shall not be responsible for latent or hidden defects that may exist, nor shall it be inferred from the completion of services that all defects will have been either observed or recorded. The assessment team is required to make assumptions on assets and systems not readily accessible for a visual evaluation.
- b. The consultant shall not be responsible for costs of corrective work or any other cost or expense arising from any latent defects in existing conditions, or the accuracy or inaccuracy of drawings or information provided to the consultant.
- c. Building testing, existing building commissioning, testing and balancing, or any other form of operational testing is not included within this scope and fee.
- d. The consultant is not responsible for any corrective design or construction. The assessment is only an observation based on a visual evaluation of the asset or space.
- e. The consultant is not responsible for any corrective action or physically addressing any observation. All observations will be reported to the owner and left at their discretion.
- f. The consultant is not liable for any corrective actions taken by the client after the assessment.
- g. The cost estimates completed for replacement or repair are high-level budgetary figures only and should not be utilized for detailed project planning.
- h. The risk scoring metrics are an assumption made by the assessor based on the presented context provided by the client team. These metrics should be utilized as a guide only.
- i. The assessment team is not responsible for any repair or corrective action related to abatement of any hazardous material. The assessment team will make reference to any area thought to be containing any hazardous material and the client team will be responsible for any corrective action.
- j. All inspections conducted as part of this facility condition assessment are based on visually detectable conditions and should not replace legally mandated inspections, including – but not limited to – fire and life safety, ADA compliance, or asbestos and lead contamination.
- k. Warranty Phase services as it relates to Errors and Omissions related to professional services.

WINTRUST
SPORTS COMPLEX

PHASE 2 EXPANSION
& CHICAGO SKY PRACTICE FACILITY



COMING SOON

10.

Data Gathering Methodology



Facility Condition Assessment Approach

The intent of an FCA is to provide a visual inspection of the existing conditions for all physical assets and systems integral to each building. An FCA captures pertinent information required for capital planning, including building conditions, asset age and condition, sustainability impacts, resiliency, and deferred maintenance. With this data, the Owner can prioritize capital improvement projects, ensuring that limited financial resources are allocated effectively.

Our approach follows the ASTM Uniformat II standard and is executed through a digitized approach and delivery in our asset management planning tool, FACTs. Our first step in the process is in complete alignment from the Owner to the Prime Consultant to the sub-consultants. Initial kickoff meetings with different levels of staff will help customize our team’s approach and review building documentation, such as building plans, maintenance records, and lists of equipment with known deficiencies, which help build baseline familiarity with current facility and system conditions. The initial team alignment allows for efficient and expedited delivery of the assessment.

After the initial project kickoff, our mobile application will be deployed to the project team members to record collected data in a cloud-based environment, creating consistency across the assessment team and a streamlined project approach. This database utilizes geo-referenced data, including photos, file attachments, and customizable entry fields, to capture all pertinent information. This online database is accessible using a web-based dashboard from an ESRI ArcGIS platform, customized and developed for each project to meet capital or master planning needs and requirements. Additionally, the client will be embedded in the application during the assessment to witness project progress.

Through a partnership between Concord, ZS, and IBC, we are uniquely positioned to provide outstanding service to the City of Sheboygan. The assessment team will set out to assess the agreed-upon facilities, who will focus on their specific areas of expertise. The project team will all work through Concord who will be guided by their discipline leads as noted in our organizational chart. The FCA involves interviews with on-site maintenance staff to understand their concerns, issues, and aspirations. Our team surveys the entire facility to capture data on the severity of needed repairs or replacements of equipment and systems.

Cost Estimating Approach

In support of the execution of the FCA, Concord provides an in-house cost estimate based on unit rates generated from current material/labor rates, historical production data, and discussions with relevant subcontractors and material suppliers. The unit rates reflect current bid costs in the area. All unit rates relevant to subcontractor work include the subcontractors’ overhead and profit. We believe the most common pitfall with FCA projects is the cost data provided. However, we believe this to be one of our greatest strengths.

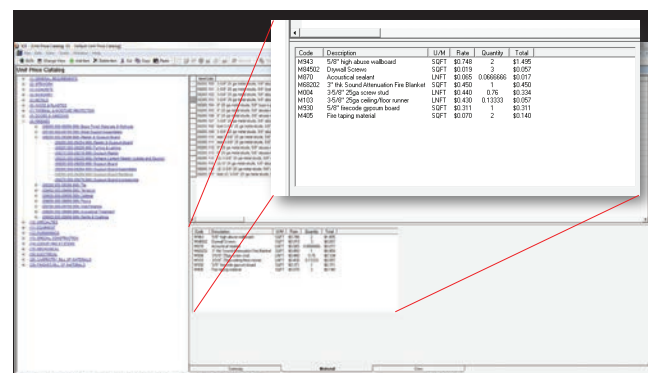
Estimating Tools & Technology

Concord uses an all-digital platform for estimate preparation, leveraging detailed assessment data and quantities to prepare detailed and accurate estimates. This methodology involves the utilization of a software platform consisting of On-Screen Take-Off (OST) by On Center for quantity take-off and Interactive Cost Estimating (ICE) by RIB.

The use of OST for quantity take-off from digital documents allows us to be more accurate in take-off and remove the potential for human error in math calculations. This program also allows us to accurately document our take-off in a digital format for easy use in reconciliation and quantity comparison exercises.



On Screen Take-Off Example



Interactive Cost Estimating Example

Assemble allows us to distill information directly from CAD files into an instantly organized and usable data set. Using this organized and conditioned data allows us to generate estimates for building components directly from the model, resulting in much more accurate and efficient estimate preparation. Quantities are then entered into the ICE system, which generates the unit cost based on several factors that are pre-loaded into the estimate. These factors are wage rates, crew size/makeup, productivity factors, material cost, equipment cost, and all mark-ups, etc. The major benefit of using this system is that we can easily drill down to show what is in the makeup of any unit rate applied in the estimate.

There are many benefits to using an all-digital estimating platform, some of which include:

Accuracy: Improved technology in both take-off and unit cost application making it possible for us to produce more accurate estimates.

Consistency: Our Cost Estimating approach is based on company-wide standards and methods.

Accountability: We have the ability to clearly show the data and process to support our estimate for easy analysis by others.

Flexibility: We have the capability to present estimates in a variety of formats to suit a project's needs.

Our Digitized Approach with Facility Assessment Condition Toolset (FACTs)

In today's world, where everything seems to be operated by a "smart device," it only makes sense that a Facility Condition Assessment (FCA) should follow suit. The FCA process provides a necessary foundation for master planning that helps clients make educated decisions to improve their facilities by optimizing and maintaining the physical condition and value of the facility's assets; developing capital budgets; and prioritizing resources. The FCA will evaluate each asset and provide our clients with a thorough understanding of near-and long-term capital planning needs.

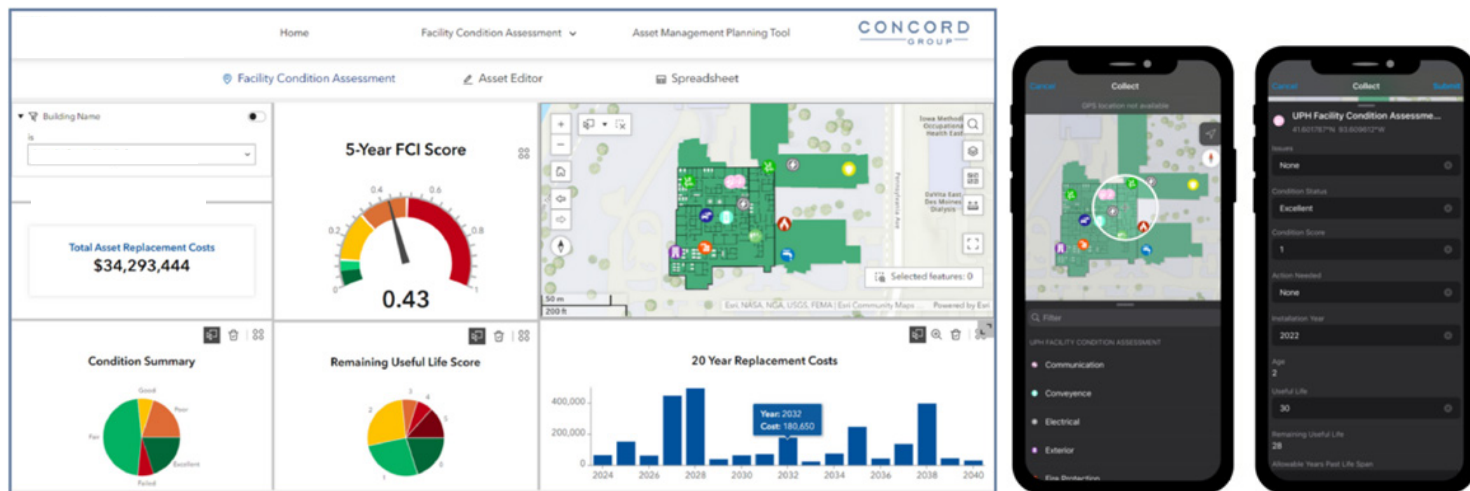
FACTs is a digitized and interactive tool that can be adapted to present the assessment results in a manageable deliverable that includes asset locations, asset scores, descriptions, building condition scoring, sustainability metrics, estimated replacement dates, and estimated replacement costs. Additionally, the tool provides the customer with links to all relevant asset documentation, such as maintenance manuals, warranty information, drawings, inspection reports, and assessment photos.

Collector App

A mobile collector app links to the dashboard database and uploads the assessment data in real time for convenient data collection. The app will be tailored to the project scope for consistent asset analysis and an accurate assessment. Additional features include geo-referencing for exact asset locations and the ability to attach photos, warranty information, drawings, equipment purchase orders, and other important asset information.

Facility Condition Assessment Dashboard

Visualize, analyze, and understand each FCA per building with dynamic charts, graphics, floorplans, filterable information, and location data.



Asset Management Planning Tool

Utilize the asset management planning tool within FACTs to track asset performance and assign maintenance and replacement costs per fiscal year for seamless planning with dynamic information.

OBJECTID	Building	Asset Category	Asset	Issues	Condition Score	Installation Year	Replacement Cost
1	700 E University	Conveyence	Elevator	None	2	2,000	75,000
2	700 E University	Electrical	Panel, Branch	None	3	1,998	3,000
3	700 E University	Electrical	Lighting Control Panel	None	2	1,998	
4	700 E University	Plumbing	Domestic Water - BreakTank	None	3	2,004	
5	700 E University	Renewable Energy	Solar Panels	None	1	2,019	
6	700 E University	Fire Protection	Water-Based - Fire Pump	None	2	2,010	
7	700 E University	Exterior	Exterior Windows	Leakage around exterior...	3	2,000	
8	700 E University	Interior	Env Contr Rooms - Positive	None	2	2,015	
9	700 E University	Mobile Equipment	Vehicles - Lawn Mower	None	1	2,017	
10	700 E University	Structure	Fire Escape	None	2	1,998	
11	700 E University	Security	Systems Access Control and Surveillance	None	2	2,016	

Plan for Communication and Coordination

The success of any project relies heavily on having a well-thought-out, comprehensive communication management plan. A critical part of our role will be to work with the City’s staff to define the communication management plan, verify that all project team members and stakeholders understand the communication plan, and establish communication channels within the plan.

Our ability to communicate defines us as project managers; developing a well-thought-out project reporting structure is key to project success. We will document significant decisions, aid project stakeholders in making informed decisions, and present the general health of a project to stakeholders who aren’t involved in the day-to-day project management. The Concord team has vast experience in successfully managing complex projects with multiple stakeholders, both internal and external.

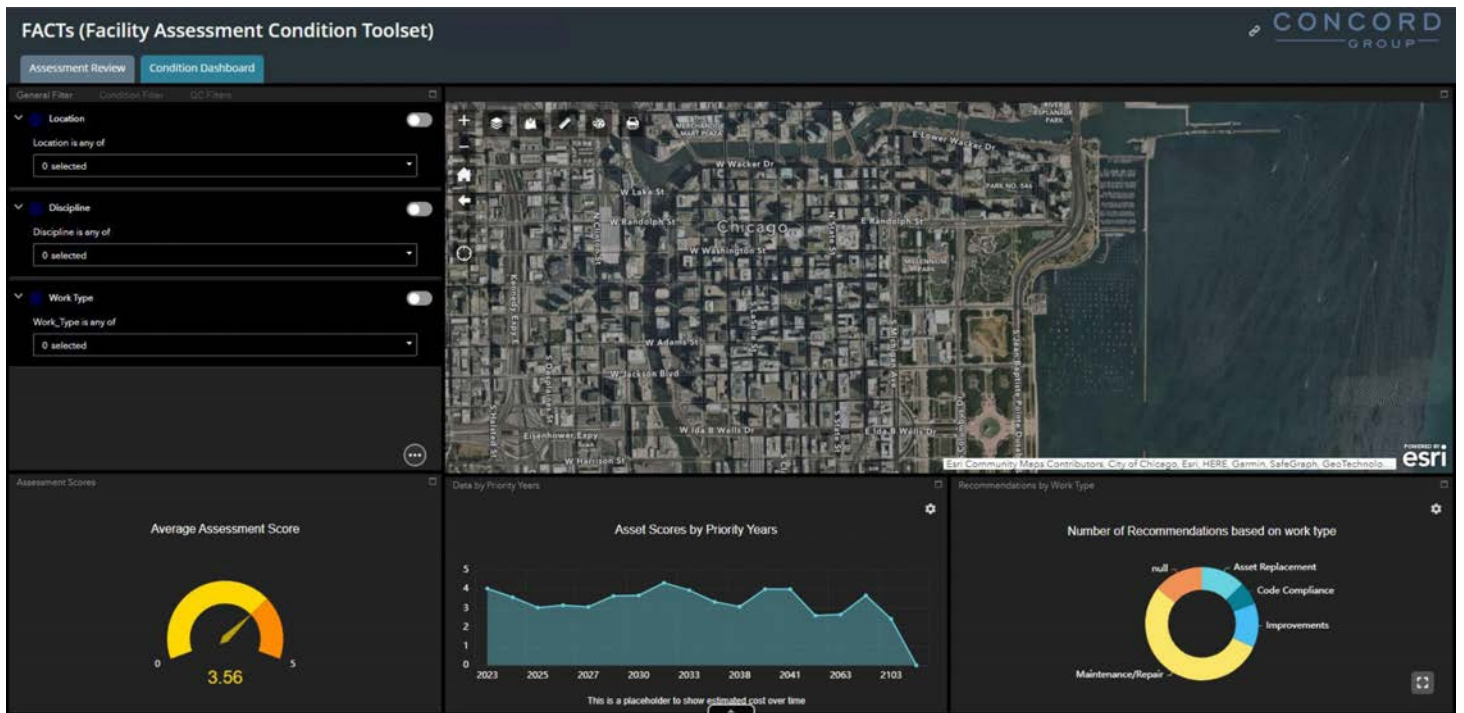
11.

Other Information



Software Program: Facility Assessment Condition Toolset (FACTs)

As discussed in our proposal's data gathering methodology section, Concord utilizes FACTs, a dashboard resource unlike anything our competitors provide, to deliver our FCAs. Click here for an in-depth look into the dashboard, its features, and how it's used on-site while immediately providing real-time data to the client.



12.

Completed Forms



Form A: Signature and Non-Collusion Affidavit

RFP: Building Condition and Future Needs Survey

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.

The Concord Consulting Group of Illinois, Inc.

COMPANY NAME



SIGNATURE

10/24/2024

DATE

Eamon Ryan

PRINT NAME OF PERSON SIGNING

Form B: Receipt of Forms and Submittal Checklist

RFP: Building Condition and Future Needs Survey

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	ER
Form B: Receipt of Forms and Submittal Checklist	ER
Form C: Vendor Profile	ER
Form D: Cost Proposal	ER
Form E. References	ER
Appendix A: Standard Terms and Conditions	ER
Appendix B: Building Schedule	ER

The Concord Consulting Group of Illinois, Inc.

COMPANY NAME



SIGNATURE

Form C: Vendor Profile

RFB: Building Condition and Future Needs Survey

COMPANY INFORMATION

This form must be returned with your response.

COMPANY NAME (Make sure to use your complete, legal company name.) The Concord Consulting Group of Illinois, Inc.			
FEIN 36-4280205		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.) Justin Johnson		TITLE Associate Director, Technical Services	
TELEPHONE NUMBER 414.336.8164		FAX NUMBER	
EMAIL jjohnson@concord-cc.com			
ADDRESS 1000 North Water Street, Suite 1550, Milwaukee	COUNTY Milwaukee	STATE WI	ZIP 53202

ORDERS/BILLING CONTACT

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

CONTACT NAME Ciara Ryan		TITLE Assistant Controller	
TELEPHONE NUMBER 312.546.6497		FAX NUMBER	
EMAIL cryan@concord-cc.com			
ADDRESS 55 East Monroe Street, Suite 2850, Chicago	COUNTY Cook	STATE IL	ZIP 60603

Form E: References

RFP: Building Condition and Future Needs Survey

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME City of Racine	CONTACT NAME John C. Rooney, P.E.		
ADDRESS 730 Washington Ave.	COUNTY Racine	STATE WI	ZIP 53403
TELEPHONE NUMBER 262.636.9121	FAX NUMBER N/A		
EMAIL john.rooney@cityofracines.org			
Manufacturer & Model N/A	Delivery date 2021		
Notes Concord was engaged by the City of Racine to conduct a Facility Condition Assessment to review its physical assets' existing conditions to develop a long-term capital renewal budget. We evaluated the City of Racine facilities' mechanical, electrical, plumbing, exterior envelope, site, and fire and life safety assets.			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME Village of Elmwood Park	CONTACT NAME Dino Braglia		
ADDRESS 11 Conti Parkway, Elmwood Park	COUNTY Cook	STATE IL	ZIP 60707
TELEPHONE NUMBER 708.4523941	FAX NUMBER N/A		
EMAIL dbraglia@elmwoodpark.org			
Manufacturer & Model N/A	Delivery Date 2023		
Notes The Village of Elmwood Park engaged Concord to conduct FCA's using our data collector app and digital dashboard, FACTs. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Elevators, and Fire Protection), and ADA compliance. Eight (8) buildings were included in the assessment.			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME City of Chicago	CONTACT NAME Michelle Woods		
ADDRESS 30 North LaSalle St. Chicago	COUNTY Cook	STATE IL	ZIP 60602
TELEPHONE NUMBER 312.744.4834	FAX NUMBER N/A		
EMAIL michelle.woods@cityofchicago.org			
Manufacturer & Model N/A	Delivery Date 2022		
Notes Concord was engaged to act as Program Manager, complete cost estimating, and conduct an FCA dashboard delivery. Concord utilized a developed digital dashboard, FACTs, to provide a review of the existing conditions of Millennium Park's physical assets, which will contribute to the development of a long-term capital renewal budget. Millennium Park facilities were evaluated for architectural interiors and exteriors, structural, civil, landscape, mechanical, electrical, telecommunications, plumbing, specialty fountains, and fire and life safety assets.			

**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
R. C. 211-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

FEBRUARY 3, 2025.

Your Committee to whom was referred Gen. Ord. No. 33-24-25 by Alderpersons Rust and La Fave amending Section 2-581 of the Sheboygan Municipal Code regarding residency requirements to delete the reference to the Architectural Review Board; recommends adopting the Ordinance.

Committee:

_____	_____
_____	_____
_____	_____

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
ORDINANCE 33-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

JANUARY 20, 2025.

AN ORDINANCE amending Section 2-581 of the Sheboygan Municipal Code regarding residency requirements to delete the reference to the Architectural Review Board.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: **AMENDMENT** “Sec 2-581 Residency Requirement” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 2-581 Residency Requirement

- (a) All members of boards or commissions shall be city residents and maintain residency in the city while under the employment or service of the city. In the event that any such member of a board or commission does not meet the foregoing requirement, the office or position shall be automatically forthwith vacated, and such vacancy shall be filled in the manner prescribed by law or ordinance.
- (b) Notwithstanding subsection (a) of this section, the residency requirement shall not apply:
 - (1) To members of a business improvement district board who own or occupy real property in the business improvement district.
 - (2) To nonvoting members of advisory committees to the common council.
 - (3) To licensed members of the board of examiners.
 - (4) To members of the mayor's special international committee residing within the boundaries of the Sheboygan Area School District.
 - (5) To one member of the board of waterworks commissioners who owns real property within and owns or operates a business within the city.
 - ~~(6) To members of the architectural review board established pursuant to section 105-1012 of the city land development code.~~
- (c) Nothing in this division shall prevent the city administrator from inviting noncity residents to participate as a member of a team of employees or persons with special expertise whose role shall be to advise the city administrator on matters over which the city administrator may make reports or recommendations to the mayor or common council.

(Code 1997, § 2-428)

SECTION 2: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: **EFFECTIVE DATE** This Ordinance shall take effect after its passage and publication according to law, and as of April 15, 2025.

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
ORDINANCE 35-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

FEBRUARY 3, 2025.

AN ORDINANCE amending the Sheboygan Municipal Code so as to move Housing Rehabilitation Loan Program responsibilities to the Finance and Personnel Committee.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: AMENDMENT “DIVISION 2-VII-3 Reserved” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

DIVISION 2-VII-3 ~~Reserved~~ DEVELOPMENT AND REHABILITATION

SECTION 2: ADOPTION “Sec 2-890 Housing Rehabilitation” of the Sheboygan Municipal Code is hereby *added* as follows:

ADOPTION

Sec 2-890 Housing Rehabilitation(*Added*)

- (a) The finance and personnel committee shall oversee the city's housing rehabilitation loan program, including making policies and approving loans related to the program.
- (b) Any person whose application for a loan under the city's housing rehabilitation loan program is denied by the finance and personnel committee may request in writing a review of the matter by the common council. Upon such request, the common council shall, within sixty days, review the loan and decide to uphold the decision, grant the loan, or refer it back to the committee for reconsideration.

SECTION 3: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4: EFFECTIVE DATE This Ordinance shall take effect after its passage and publication according to law, and as of April 15, 2025.

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
ORDINANCE 36-24-25**

BY ALDERPERSON BELANGER.

FEBRUARY 3, 2025.

AN ORDINANCE amending Section 101-19 of the Sheboygan Municipal Code so as to add a person with architectural experience to the Plan Commission.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: AMENDMENT “Sec 101-19 Composition” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 101-19 Composition

The city plan commission shall consist of the mayor, who shall be its presiding officer, the city engineer, an alderperson and four citizens so that the commission shall at all times consist of seven members. Citizen members shall be ~~the~~ persons of recognized experience and qualifications. At least one citizen member shall be an architect, including landscape architects, or have special training and experience in matters related to the planning, design, and construction of buildings.

(Code 1997, § 86-31; Ord. No. 2-07-08, § 1, 6-4-2007)

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: EFFECTIVE DATE This Ordinance shall take effect after its passage and publication according to law, and as of April 15, 2025.

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
GENERAL ORDINANCE 37-24-25**

BY ALDERPERSON BELANGER.

FEBRUARY 3, 2025.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930 from Class Urban Residential (UR-12) to Urban Residential (UR-12) with PUD Overlay Classification.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: AMENDMENT Chapter 105 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby *amended* as follows:

The Official Zoning Map of the City of Sheboygan is hereby amended with regard to the following described lands and the Use District Classification for those same lands is hereby amended from Class Urban Residential (UR-12) to Urban Residential (UR-12) with PUD Overlay Classification:

Property located at N. 15th Street and Martin Avenue – Parcel Nos. 59281718350 and 59281712930:

SECTION 15, TOWNSHIP 15 NORTH, RANGE 23 EAST

EDWIN SCHAETZERS SUBD LOTS 6-7-8-9-10-11 & 12 BLK 3 AND LUTZ
DIVISION LOT 9 BLK 1

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: EFFECTIVE DATE This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

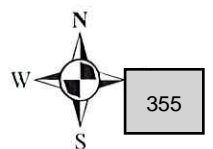
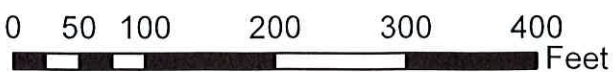
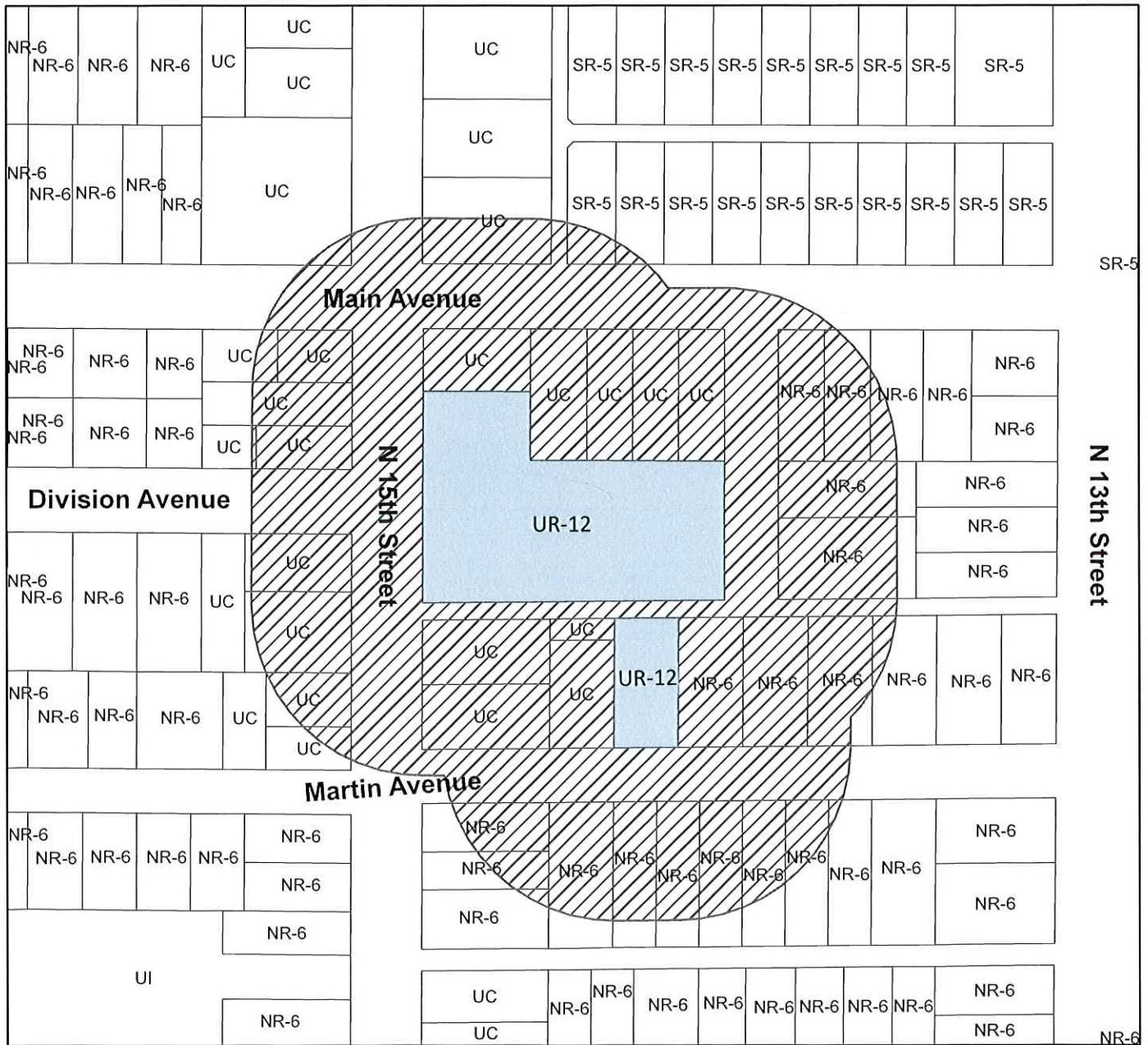
Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

PROPOSED REZONE FROM URBAN RESIDENTIAL (UR-12) TO URBAN RESIDENTIAL (UR-12) PUD OVERLAY

SECTION 15, TOWNSHIP 15 NORTH, RANGE 23 EAST

EDWIN SCHAEZERS SUBD LOTS 6-7-8-9-10-11 & 12 BLK 3
AND
LUTZ DIVISION LOT 9 BLK 1



**CITY OF SHEBOYGAN
ORDINANCE 38-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

FEBRUARY 3, 2025.

AN ORDINANCE amending several sections of Article 14-VIII of the Sheboygan Municipal Code regarding Landscaping and Tree Removal Services so as to change the licensing process.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: **AMENDMENT** “Sec 14-344 Application” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 14-344 Application

~~Any person desiring to obtain a license required by this article shall make application in the city clerk's office. The city clerk shall refer the application to the superintendent of parks who shall determine the eligibility of the applicant pursuant to the provisions of this article. Upon determination that the applicant is eligible, the superintendent of parks shall inform the city clerk's office thereof and the city clerk shall issue the license.~~

Any person desiring to obtain a license required by this article shall make written application for a landscape and tree removal service license to the city clerk's office on forms provided by the city clerk's office and shall include the following:

- (a) The name, signature, and address of each applicant and of each member or officer of a corporate applicant.
- (b) A signed statement that the applicant shall hold harmless the city and its officers and employees and shall indemnify and hold harmless the city and its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the license.
- (c) A certificate of insurance evidencing liability coverage of not less than \$1,000,000.00 per occurrence. The policy shall further provide that it may not be cancelled except upon 30 days' written notice served upon the city clerk. A license issued pursuant to the provisions of this section shall be invalid at any time the insurance required herein is not maintained and evidence of continuing coverage is not filed with the city clerk.

(Code 1975, § 39-80; Code 1997, § 126-157; Ord. No. 5-01-02, § 1, 6-4-2001)

SECTION 2: AMENDMENT “Sec 14-345 Fee” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 14-345 Fee

Each application for a license required by this article shall be accompanied with a receipt from the city finance director/treasurer showing the payment of ~~the following~~ a \$35.00 fees.

- (a) ~~Landscaping license:~~
~~\$35.00.~~
- (b) ~~Tree removal license:~~
~~\$35.00.~~

(Code 1975, § 39-81; Code 1997, § 126-158; Ord. No. 19-01-02, § 7, 8-6-2001)

SECTION 3: REPEAL “Sec 14-347 Qualifications Of Applicant” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 14-347 ~~Qualifications Of Applicant~~(Reserved)

~~Each applicant for a license required by this article shall have been trained in the care and culture of trees and shrubs, shall have had sufficient practical experience in such vocation, and each person applying shall be at least 18 years of age. Each applicant shall agree to comply with the following conditions:~~

- ~~(a) To obey all ordinances and rules and regulations relative to the purpose for which a permit is granted. To obtain the necessary permission from the department of engineering and public works where it becomes necessary to erect barriers to prevent accidents or dangers in consequence of the granting of the permit.~~
- ~~(b) To hold the city harmless for any accident or on account of any liability arising from the granting of this permit.~~

(Code 1975, § 39-83; Code 1997, § 126-161)

SECTION 4: REPEAL “Sec 14-348 Insurance” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 14-348 ~~Insurance(Reserved)~~

~~Every applicant for license under this article shall, before obtaining the license or any renewal of a license, be required to maintain at all times, in a stock or mutual casualty company authorized to do business in the state, worker's compensation insurance, if required by law, and public liability insurance with coverage of not less than \$50,000.00 for each person and not less than \$100,000.00 for any one accident and property damage liability insurance coverage of not less than \$25,000.00. Before a license can be issued, the applicant shall file with the department of engineering and public works a certificate signed by a qualified agent of the stock or mutual casualty insurance company stating that a policy has been issued to the licensee for employees' liability insurance or worker's compensation insurance where necessary, public liability insurance, property damage insurance, the minimum limits of each, the policy number, the name of the company, the effective date of such policy, the expiration date of such policy, together with a statement and a copy of an endorsement placed on such policy requiring ten days' written notice to the department of engineering and public works if it becomes necessary to cancel the policy for any reason.~~

(Code 1975, § 39-84; Code 1997, § 126-162)

SECTION 5: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 6: **EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

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
R. O. 103-24-25**

BY CITY PLAN COMMISSION.

JANUARY 20, 2025.

Your Commission to whom was referred Gen. Ord. No. 30-24-25 by Alderperson Belanger amending several sections of Chapter 105 of the Sheboygan Municipal Code so as to eliminate the Architectural Review Board and giving those powers to the Plan Commission; recommends adopting the Ordinance.

**CITY OF SHEBOYGAN
ORDINANCE 30-24-25**

BY ALDERPERSON BELANGER.

JANUARY 6, 2025.

AN ORDINANCE amending several sections of Chapter 105 of the Sheboygan Municipal Code so as to eliminate the Architectural Review Board and giving those powers to the Plan Commission.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: **AMENDMENT** “Sec 105-685 Regulations Applicable To All Land Uses” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 105-685 Regulations Applicable To All Land Uses

- (a) All uses of land initiated within the jurisdiction of this chapter on, or following, the effective date of the ordinance from which this chapter is derived shall comply with all of the provisions of this chapter. Specifically:
 - (1) *Land use regulations and requirements.* All uses of land shall comply with all the regulations and requirements of article III of this chapter, pertaining to the types of uses to which land may be put, and to various requirements which must be met for certain types of land uses within particular zoning districts. Such regulations and requirements address both general and specific regulations which land uses shall adhere to; and which are directly related to the protection of the health, safety and general welfare of the city residents and its environs.
 - (2) *Density and intensity regulations and requirements.* All development of land shall comply with all the regulations and requirements of article IV of this chapter, pertaining to the maximum permitted density (for residential land uses) and intensity (for nonresidential land uses) of land uses. Such regulations and requirements address issues such as floor area ratios (FARs), green space ratios (GSRs), and landscape surface ratios (LSRs); which are directly related to, and are a critical component of, density and intensity and the protection of the health, safety, and general welfare of the city residents and its environs.
 - (3) *Bulk regulations and requirements.* All land use or development of land shall comply with all the regulations and requirements of article V of this chapter, pertaining to the maximum permitted bulk of structures and the location of structures on a lot. Such regulations and requirements address issues such as

height, setbacks from property lines and rights-of-way, and minimum separation between structures; which are directly related to, and a critical component of, the effective bulk of a structure and the protection of the health, safety, and general welfare of the city residents and its environs.

- (4) *Natural resources and green space regulations and requirements.* All land use or development of land shall comply with all the regulations and requirements of article VI of this chapter, pertaining to the protection of sensitive natural resources and required green space areas. Such regulations and requirements address issues such as absolute protection, partial protection, and mitigation; which are directly related to, and a critical component of, the protection of natural resources and the protection of the health, safety, and general welfare of the city residents and its environs.
- (5) *Landscaping and bufferyards regulations and requirements.* All development of land shall comply with all the regulations and requirements of article VII of this chapter, pertaining to the provision of landscaping and bufferyards. Such regulations and requirements address issues such as minimum required landscaping of developed land, and minimum required provision of bufferyards between adjoining zoning districts or development options; which are directly related to, and a critical component of, the protection of the health, safety, and general welfare of the city residents and its environs.
- (6) *Performance standards and requirements.* All development of land shall comply with all the regulations and requirements of article VIII of this chapter, pertaining to the provision of appropriate access, parking, loading, storage, and lighting facilities. Such regulations and requirements address issues such as maximum permitted access points, minimum required parking spaces, the screening of storage areas, and maximum permitted intensity of lighting, as well as defining acceptable levels of potential nuisances such as noise, vibration, odors, heat, glare and smoke; which are directly related to, and a critical component of, the protection of the health, safety, and general welfare of the city residents and its environs.
- (7) *Signage regulations and requirements.* All land use or development of land shall comply with all the regulations and requirements of article IX of this chapter, pertaining to the type and amount of signage permitted on property. Such regulations and restrictions address issues such as the maximum area of permitted signage and the number and types of permitted signage; which are directly related to, and a critical component of, the protection of the health, safety, and general welfare of the city residents and its environs.
- (8) *Procedural regulations and requirements.* All land use or development of land shall comply with all the regulations and requirements of article X of this chapter, pertaining to the procedures necessary to secure review and approval of land use or development. Such regulations and restrictions address both procedural and technical requirements; and are directly related to, and a critical component of, the protection of the health, safety, and general welfare of the city residents and its environs. At a minimum, all development shall be subject

to the requirements of section 105-1001.

(b) *Number of buildings per lot.* In the RA-35ac, ER-1, SR-3, SR-5 and NR-6 Districts, only one principal building shall be permitted on any one lot. In the MR-8, UR-12, NO, SO, NC, SC, UC, CC, SI, UI, and HI Districts, more than one principal building shall be permitted on any one lot upon the granting of a conditional use permit for group development in compliance with section 105-749.

(1) *Number of land uses per building.*

- a. No more than one nonresidential land use shall be permitted in any building unless a conditional use permit for a group development is granted in compliance with section 105-749.
- b. With the exceptions of a commercial apartment or a home occupation, no building containing a nonresidential land use shall contain a residential land use. (See section 105-722(a) and s.)

(2) *Division or combining of a lot.* No recorded lot shall be divided into two or more lots, and no two or more recorded lots shall be combined into one or more lots, unless such division or combination results in the creation of lots, each of which conforms to all the applicable regulations of the zoning district in which said lot is located, as set forth in this chapter. (See also the land division regulations.)

(3) *Large-scale buildings.* All large-scale retail, commercial and industrial buildings in excess of 20,000 square feet are subject to the following additional requirements:

- a. *Policy on vacation of existing sites.* Where such a building is proposed as a replacement location for a business already located within the city, the city shall prohibit any privately imposed limits on the type of use or reuse of the previously occupied building through conditions of sale or lease.
- b. *Continuing maintenance plan.* In the event a large-scale building is vacated, the owner/developer shall submit a plan to the city for the continued maintenance of the property which addresses how the owner/developer will avoid any nuisance violations or the owner/developer shall submit a plan to the city which addresses the removal or the proposed reuse of the building. This plan must be submitted within 12 months after the vacancy; provide however, the time limit may be extended by the plan commission upon showing of good cause.
- c. *Absolute building area cap.* No individual retail or commercial building shall exceed a total of 155,000 square feet in gross floor area. This cap may be exceeded only by the granting of a conditional use permit.
- d. *Outlots.* All buildings on outlots shall be of architectural quality comparable to the primary structure as determined by the ~~architectural review board~~plan commission.

(Ord. of 2-7-2020, § 15.205)

SECTION 2: AMENDMENT “Sec 105-1004 Urban Design Overlay Zoning District Procedures” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 105-1004 Urban Design Overlay Zoning District Procedures

- (a) *Purpose and scope.* This district is intended to implement the urban design recommendations of the comprehensive master plan by preserving and enhancing the aesthetic qualities (historical and visual) of the community, and by attaining a consistent visually pleasing image for various portions of the city. As emphasized by said Plan, this district is designed to forward both aesthetic and economic objectives of the city by controlling the site design and appearance of development within the district in a manner which is consistent with sound land use, urban design, and economic revitalization principals. The application of these standards will ensure the long-term progress and broad participation toward these principles.
- (b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Cornice means the topmost projecting portion of the entablature, or top portion of a building. The term "cornice" also refers to any crowning projection of a building.

Header means a brick laid so that the end only appears on the face of the wall, as opposed to a stretcher, which is a brick laid so that the side only appears.

Kickplate means a horizontal area on the facade of a building located between the sidewalk/entrance pavement and the lowest storefront windows.

Sign band means a horizontal area on the facade of a building located between the transom and the cornice, which is typically opaque and provides a location for signage indicating the name of the establishment.

Sill means a horizontal, lower member or bottom of a door or window casing.

Transom means a horizontal bar of stone, wood or glass across the opening of a door or window.

- (c) *Designation of urban design overlay zoning district boundaries.* The following urban design overlay zoning districts are designated on sheet two of the official zoning map. (This listing and official zoning map designation will be provided following adoption of the city comprehensive master plan.)
- (d) *Powers and duties of the zoning administrator and the ~~architectural review board~~plan commission for all development.* Proposed changes to the exterior appearance (no

structural changes) of properties used exclusively for one- and two-family residential purposes are hereby excluded from the provisions of this section. All other development applications within an urban design overlay zoning district are subject to one of the following three processes, as determined by the zoning administrator.

- (1) Applications which involve only a renovation of the exterior appearance of a property (such as repainting, re-roofing, residing or replacing with identical colors and materials approved by the city and listed in the attached Appendix), or a change in the exterior appearance of a property in absolute clear and complete compliance with the provisions of subsection (i) of this section (as determined by the zoning administrator), are subject to renovation review by the zoning administrator. The zoning administrator shall determine whether the petition requires only certification of thorough compliance with the technical requirements set out in subsection (e)(2) of this section. In part, this effort shall be guided by the attached appendix, which provides a list of sample projects which are eligible for this form of review;
 - (2) Applications which involve only a change in the appearance of a property (such as painting, roofing, siding, architectural component substitution, fencing, paving, or signage), are subject to design review by the zoning administrator and the ~~architectural review board~~ plan commission. The zoning administrator shall serve as the liaison between the applicant and the ~~architectural review board~~ plan commission in facilitating the thorough and expedient review of an application and shall ensure that the technical and procedural requirements of city zoning regulations are met. The ~~architectural review board~~ plan commission shall serve as the final review and determining body in these matters and shall focus its review on whether the application complies with south aesthetic, urban design, historic and architectural practices pursuant to the procedures outlined in subsection (e)(2) of this section. In part, this effort shall be guided by the comprehensive master plan.
 - (3) Applications which involve modification to the physical configuration of a property (such as grading, the erection of a new building, the demolition of an existing building, or the addition or removal of bulk to an existing building) are subject to project review by the zoning administrator and the ~~architectural review board~~ plan commission. The zoning administrator shall serve as the liaison between the applicant and the ~~architectural review board~~ plan commission in facilitating the thorough and expedient review of an application and shall ensure that the technical and procedural requirements of city zoning regulations are met. The ~~architectural review board~~ plan commission shall serve as the initial and final review and determining body in these matters and shall focus its review on whether the application complies with sound aesthetic, urban design, historic and architectural practices pursuant to the procedures outlined in subsection (e)(2) of this section. In part, this effort shall be guided by the comprehensive master plan.
- (e) *Procedure for project review and approval.*
- (1) *Renovation review.* Applications which involve only a renovation of the exterior appearance of a property (such as repainting, re-roofing, residing or

replacing with identical colors and materials approved by the city and listed in the attached appendix,) or a change in the exterior appearance of a property in absolute clear and complete compliance with the provisions of subsection (i) of this section (as determined by the zoning administrator), are subject to renovation review by the zoning administrator. The zoning administrator shall serve to determine whether the application simply requires certification of thorough compliance with the technical requirements below. In part, this effort shall be guided by the attached appendix, which provides a list of sample projects which are eligible for this form of review. (Refer to the procedure summary chart at the end of this section.)

- (2) *Application requirements.* All applications for renovation review shall be made to the zoning administrator and shall be accompanied by the building permit application, and, in addition, shall be accompanied by all of the following, in addition to the requirements for site plan (per section 105-1001):
- a. A clear depiction of the existing appearance of the property. Clear color photographs are recommended for this purpose. Scaled and dimensioned drawings of existing components such as windows, doors, railings, fencing or other site components, or detailed building elevations which are proposed for alteration or replacement may be required by the zoning administrator.
 - b. A clear depiction of the proposed appearance of the property. Paint charts, promotional brochures, or clear color photographs of replacement architectural components are recommended for this purpose. Scaled and dimensioned drawings of proposed components such as windows, doors, railings, fencing or other site components, or detailed building elevations which are proposed for renovation or replacement may be required by the zoning administrator.
 - c. A written description of the proposed renovation, including a complete listing of proposed components, materials, and colors.
 - d. Written justification for the proposed renovation consisting of the reasons why the applicant believes the requested alteration is in harmony with the recommendations of the comprehensive master plan, particularly as evidenced by compliance with the standards set out in subsection (e)(1)a of this section.
- (3) *Review by the zoning administrator.* The application for renovation review shall be reviewed by the city following the procedure required for conditional uses per section 105-998.

- (f) *Design review.* Applications which involve only a change in the appearance of a property (such as painting, roofing, siding, architectural component substitution, fencing, paving, or signage), are subject to design review by the zoning administrator and the ~~architectural review board~~plan commission. The zoning administrator shall serve as the liaison between the applicant and the ~~architectural review board~~plan commission in facilitating the thorough and expedient review of an application and shall ensure that the technical and procedural requirements of city zoning regulations are met. The ~~architectural review board~~plan commission shall serve as the final review

and determining body in these matters and shall focus its review on the application's compliance with sound aesthetic, urban design, historic and architectural practices per the procedures outlined below. In part, this effort shall be guided by the urban design guidelines of the comprehensive master plan.

- (1) *Procedure.* Urban design review proposals shall follow the procedures for conditional use permits, see section 105-998.
 - (2) *Application requirements.* In addition to the application requirements for conditional use permits, section 105-998, all applications for urban design review shall be made to the zoning administrator and shall be accompanied by the building permit application, and, in addition, shall be accompanied by all of the following:
 - (3) A clear depiction of the existing appearance of the property. Clear color photographs are recommended for this purpose. Scaled and dimensioned drawings of existing components such as windows, doors, railings, fencing or other site components, or detailed building elevations which are proposed for alteration or replacement may be required by the city.
 - (4) A clear depiction of the proposed appearance of the property. Paint charts, promotional brochures, or clear color photographs of replacement architectural components are recommended for this purpose. Scaled and dimensioned drawings of proposed components such as windows, doors, railings, fencing or other site components, or detailed building elevations which are proposed for alteration or replacement may be required by the city.
 - (5) A written description of the proposed modification, including a complete listing of proposed components, materials, and colors.
 - (6) Written justification for the proposed alteration consisting of the reasons why the applicant believes the requested alteration is in harmony with the recommendations of the comprehensive master plan, particularly as evidenced by compliance with the standards set out in subsection (e)(2)b.2 of this section, using the following question to develop said written justification:
 - (7) How is the proposed alteration in harmony with the recommendations of the comprehensive master plan, particularly as evidenced by compliance with subsection (i) of this section?
- (g) *Project review.* Applications which involve modification to the physical configuration of a property (such as the erection of a new building, the demolition of an existing building, or the addition or removal of bulk to an existing building) are subject to project review by the zoning administrator and the ~~architectural review board~~plan commission. Specifically, the powers of the zoning administrator, ~~architectural review board~~plan commission, and the zoning board of appeals within the urban design overlay zoning district shall be as described in the following sections. The zoning administrator shall serve as the liaison between the applicant and the city in facilitating the thorough and expedient review of an application and shall ensure that the technical and procedural requirements of city zoning regulations are met. The ~~architectural review board~~plan commission shall serve as the initial and final discretionary review body and shall focus its review on the application's compliance with sound land use, site design and economic revitalization practices. In part, this effort shall be guided by

the comprehensive master plan. (Refer to the procedure summary chart at the end of this section.)

(1) *Procedure*. Project review proposals shall follow procedures for conditional use permits, refer to section 105-998.

(2) *Application requirements*. In addition to the application requirements for conditional use permits, section 105-998, all applications for project review shall be made to the zoning administrator and shall be accompanied by the building permit application, and, in addition, shall be accompanied by all of the following:

- a. A clear depiction of the existing appearance of the property. Clear color photographs are recommended for this purpose. Scaled and dimensioned drawings of existing components such as windows, doors, railings, fencing or other site components, or detailed building elevations which are proposed for alteration or replacement may be required by the city;
- b. A clear depiction of the proposed appearance of the property. Paint charts, promotional brochures, or clear color photographs of replacement architectural components are commended for this purpose. Scaled and dimensioned drawings of proposed components such as windows, doors, railings, fencing or other site components, or detailed building elevations which are proposed for alteration or replacement may be required by the city;
- c. For all projects involving a new building, or an addition exceeding 100 square feet of gross floor area, a detailed site plan which provides the following information;
- d. A title block indicating name and address of the current property owner, developer and project consultants;
- e. The date of the original plan and the latest date of revision to the plan;
- f. A north arrow and a graphic scale. Said scale shall not be smaller than one inch equals 100 feet;
- g. All property lines and existing and proposed right-of-way lines with bearings and dimensions clearly labeled;
- h. All existing and proposed easement lines and dimensions with a key provided and explained on the margins of the plan as to ownership and purpose;
- i. All existing and proposed buildings, structures, and paved areas, including walks, drives, decks, patios, fences, utility poles, drainage facilities, and walls;
- j. All required building setback lines;
- k. A legal description of the subject property;
 - l. The location, type and size of all signage on the site;
- m. The location, type and orientation of all exterior lighting on the subject property;
- n. The location of all access points, parking and loading areas on the subject property, including a summary of the number of parking stalls

- and labels indicating the dimension of such areas;
 - o. The location of all outdoor storage areas;
 - p. The location and type of any permanently protected green space areas;
 - q. The location of existing and proposed drainage facilities;
 - r. In the legend, the following data for the subject property:
 - 1. Lot area;
 - 2. Floor area;
 - 3. Floor area ratio;
 - 4. Impervious surface area;
 - 5. Impervious surface ratio; and
 - 6. Building height.
 - s. A detailed landscaping plan of the subject property, at the same scale as the main plan, showing the location, species and size of all proposed plant materials;
 - t. A written description of the proposed project, including a complete listing of proposed components, materials, and colors;
 - u. Written justification for the proposed project consisting of the reasons why the applicant believes the requested alteration is in harmony with the recommendations of the comprehensive master plan, particularly as evidenced by compliance with the standards set out in subsection (e)(3)b.2 of this section, using the following question to develop said written justification;
 - v. How is the proposed project in harmony with the recommendations of the comprehensive master plan, particularly as evidenced by compliance with the standards of subsection (f) of this section?
- (h) *Additional recommendations permitted under the design review process.*
- (1) The zoning administrator is hereby authorized to make recommendations for, or require modifications to, a proposed application for renovation review; and to make recommendations for the modification of a proposed application for design review or project review.
 - (2) The ~~architectural review board~~ plan commission is hereby authorized to make recommendations for, or require modifications to, a proposed application for design review and project review.
- (i) *Appeals.* Appeals from the decisions of the zoning administrator and ~~architectural review board~~ plan commission may be made per the provisions of this Code and state statutes.
- (j) *Penalty.* Penalty for violation of the provisions of this chapter shall be per the provisions of section 105-1014.
- (k) *Urban design standards.* (Reserved).

Process for Residential and Nonresidential Proposal Review

	<i>Type of Proposal</i>
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<i>Procedure</i>	<i>Renovation¹</i>	<i>Design²</i>	<i>Project³</i>
1. Optional meeting with architectural review board <u>plan commission</u> to discuss proposal	No	optional	recommended
2. Submit zoning permit application to the zoning administrator, including:	Yes	Yes	Yes
a. Color photos/drawings of existing property, with close-ups of details	Yes	Yes	Yes
b. Drawings/depictions of proposed changes to the site & bldg. exterior	Yes	Yes	Yes
c. For new projects or additions = 100 sf, provide Site Plan including:			
i. Title block with name of current property owner and applicant;			
ii. Date of original plan graphic and date of most recent revision;			
iii. North arrow and graphic scale;			
iv. Property lines and right-of-way lines (with distances & bearings);			
v. Easements;			
vi. Existing and proposed buildings, structures and paved areas;			
vii. Required building setback lines;			
viii. Legal description of the property;			
ix. Location, size, type and orientation of all exterior signage;			
x. Location, type and orientation of all exterior lighting;			
xi. Location of all vehicle access drives, circulation areas, loading areas and parking stalls;			
xii. Location of all outdoor storage and display areas (including trash facilities);	No	No	Yes
xiii. Location and purpose of all drainage facilities;			
xiv. Location of all permanent green space areas; and			
xv. Site Summary Data: Lot Area, Floor Area, Floor Area Ratio, Impervious Surface Area, Impervious			

Surface Ratio			
d. Landscaping Plan showing the location, size and type of plants	No	No	Yes
e. Written description of proposal, including exterior materials & colors	Yes	Yes	Yes
f. Written justification of proposal answering: How does the proposal comply with the design standards?	Yes	Yes	Yes
3. Review and action by the zoning administrator/city staff	Yes	Yes	Yes
4. Review and action by the architectural review board <u>plan commission</u> on site design	No	No	Yes
5. Review and action by the architectural review board <u>plan commission</u> on aesthetics	No	Yes	Yes
6. If proposal is approved:	Yes	Yes	Yes
a. Record documents with Register of Deeds;			
b. Work must start within 365 days and be complete within 730 days;			
c. Conditions of approval run with the property.			
If the proposal is denied: It may not be resubmitted for 12 months			
KEY. Yes: Step is required. No: Step is not required.			
¹ Only a renovation of the exterior appearance of a property (replacement with replication).			
² Only a change in the appearance of a property (new colors, new materials, etc.).			
³ Modification to the physical configuration of a property (building additions, new buildings, etc.).			

(Ord. of 2-7-2020, § 15.915)

SECTION 3: AMENDMENT “Sec 105-1010 Plan Commission” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 105-1010 Plan Commission

- (a) The plan commission, together with its other statutory duties, shall make reports and recommendations relating to the plan and development of the city to the city council,

other public officials and other interested organizations and citizens. The commission, its members and employees, in the performance of its functions, may enter upon any land and make examinations and surveys.

(b) In general, the plan commission shall have such powers as may be necessary to enable it to perform its functions and promote municipal planning. Under this article, its functions are primarily recommendatory to the city council pursuant to guidelines set forth in this article as to various matters, and always being mindful of the intent and purpose of this article.

(c) The plan commission shall have the jurisdiction and authority to review applications for approval of the exterior architectural features and design of buildings and other structures in all instances in which such approval is required by subsection (e) of this section.

(d) The plan commission shall be subject to the same requirements and restrictions with respect to its meetings and rules as are contained in this section, relating to meetings and rules of the zoning board of appeals.

(e) Architectural approval by the plan commission.

(1) Required approvals. No building permit for any new nonresidential building or structure to be hereafter erected in the city, and any addition to, or alteration of nonresidential buildings or structures which alters more than 20 percent of the area of any facade of the building or structure shall be issued unless the exterior architectural features and design of such building or structure have been approved by the plan commission. Exact replacements of architectural components are exempt from this provision. Plan commission approval is not required for new nonresidential buildings or structures when such buildings or structures are developed pursuant to an approved Planned Unit Development.

(2) Application for architectural approval. An application for a building permit for a building or other structure for which the approval of the plan commission is required shall be accompanied by the following additional documents and drawings:

a. A scale drawing of all exterior elevations showing the design and appearance of the proposed building or structure.

b. A written description of the general design, arrangement, texture, material and color of the building or structure and the relationship of such factors to similar features of buildings located within the same block or located along the frontage of any block across the street from the proposed building or structure for which architectural approval is sought.

(3) Standards for architectural approval. The plan commission shall inspect the site of the proposed building or other structure for which architectural approval is sought and the immediate neighborhood of such site. After examining all of the drawings and documents submitted with the application for a building permit and for architectural approval, the plan commission shall approve the architecture and design of the proposed building or structure whenever it shall find that:

a. The exterior architectural features, including general design,

arrangement, texture, color and materials will be consistent and in harmony with the exterior architectural appeal and functional plan of the buildings located within the same block or located along the frontage of any block across the street from the proposed building or structure.

- b. The construction of the proposed building or structure will not cause a substantial depreciation in the value of the property in the same block or located along the frontage of any block across the street from the proposed building or structure because of its dissimilarity to, or failure to harmonize with, the buildings located on such property.
- c. The plan commission shall not consider the interior arrangement of buildings for which architectural approval is sought.
- d. Meetings by the plan commission. All applications for architectural approval of a building or structure shall be considered by the plan commission at a public meeting. A notice of the date, time, place and subject of the meeting shall be provided.

- (f) Recommendations shall be in writing. A recording thereof in the commission's minutes shall constitute the required written recommendation. The commission may, in arriving at its recommendation, on occasion and of its own volition, conduct its own public hearing.

(Ord. of 2-7-2020, § 15.933)

SECTION 4: **REPEAL** “Sec 105-1012 Architectural Review Board” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

~~Sec 105-1012 Architectural Review Board~~ (*Repealed*)

(a) *Architectural review board.*

- (1) *Composition.* An architectural review board consisting of seven members shall be appointed by the mayor subject to confirmation by the city council. Members of the architectural review board need not be city residents. The members of the architectural review board shall serve a term of three years. At least three members of the architectural review board shall be architects, including landscape architects, licensed to practice by the state, one member shall be a real estate broker licensed by the state, one member shall be a general contractor licensed by the city, and one member shall be a member of the plan commission. One of the members of the architectural review board shall be designated by the mayor as the chairperson and shall hold office as chairperson until a successor is appointed. The mayor shall have the power to remove any member of the architectural review board for cause upon written

charges and after a public hearing. Vacancies upon the architectural review board shall be filled for the unexpired term of the member whose place has become vacant in the manner herein provided for the appointment of such member.

- (2) *Jurisdiction and authority.* The architectural review board is hereby vested with the jurisdiction and authority to review applications for approval of the exterior architectural features and design of buildings and other structures in all instances in which such approval is required by subsection (b) of this section.
- (3) *Meetings and rules of the architectural review board.* The architectural review board shall be subject to the same requirements and restrictions with respect to its meetings and rules as are contained in this section, relating to meetings and rules of the zoning board of appeals.
- (4) *Finality of decisions of the architectural review board.* All decisions and findings of the architectural review board shall be subject to review by the plan commission in the same manner as is provided by section 105-1003 relating to appeals from decisions and determinations of the building inspector except that the plan commission shall hear said appeal utilizing the same procedures as the zoning board of appeals.

(b) *Architectural approval.*

- (1) *Required approvals.* No building permit for any new nonresidential building or structure to be hereafter erected in the city, and any addition to, or alteration of nonresidential buildings or structures which alters more than 20 percent of the area of any facade of the building or structure shall be issued unless the exterior architectural features and design of such building or structure have been approved by the architectural review board. Exact replacements of architectural components are exempt from this provision. Architectural review board approval is not required for new nonresidential buildings or structures when such buildings or structures are developed pursuant to an approved Planned Unit Development.
- (2) *Application for architectural approval.* An application for a building permit for a building or other structure for which the approval of the architectural review board is required shall be accompanied by the following additional documents and drawings:
 - a. A scale drawing of all exterior elevations showing the design and appearance of the proposed building or structure.
 - b. A written description of the general design, arrangement, texture, material and color of the building or structure and the relationship of such factors to similar features of buildings located within the same block or located along the frontage of any block across the street from the proposed building or structure for which architectural approval is sought.
- (3) *Standards for architectural approval.* The architectural review board shall inspect the site of the proposed building or other structure for which architectural approval is sought and the immediate neighborhood of such site.

After examining all of the drawings and documents submitted with the application for a building permit and for architectural approval, the architectural review board shall approve the architecture and design of the proposed building or structure whenever it shall find that:

- a. The exterior architectural features, including general design, arrangement, texture, color and materials will be consistent and in harmony with the exterior architectural appeal and functional plan of the buildings located within the same block or located along the frontage of any block across the street from the proposed building or structure.
- b. The construction of the proposed building or structure will not cause a substantial depreciation in the value of the property in the same block or located along the frontage of any block across the street from the proposed building or structure because of its dissimilarity to, or failure to harmonize with, the buildings located on such property.
- c. The architectural review board shall not consider the interior arrangement of buildings for which architectural approval is sought.
- d. *Meetings by the architectural review board.* All applications for architectural approval of a building or structure shall be considered by the architectural review board at a public meeting. A notice of the date, time, place and subject of the meeting shall be provided.

~~(Ord. of 2-7-2020, § 15.935)~~

SECTION 5: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 6: EFFECTIVE DATE This Ordinance shall take effect after its passage and publication according to law, and as of April 15, 2025.

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 153-24-25**

BY ALDERPERSONS DEKKER AND RUST.

JANUARY 20, 2025.

A RESOLUTION authorizing execution of a Settlement Agreement and Release in Case No. 24-cv-049, *Vicky A. Schneider v. City of Sheboygan*.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby authorizes and directs the appropriate officials to execute the attached Settlement Agreement and Release document in their official capacities.

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

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into on the last date subscribed below by and between Vicky A. Schneider (“Schneider”) and the City of Sheboygan (the “City”). Schneider and the City may be referred to in this Agreement collectively as the “Parties.”

RECITALS

WHEREAS, Schneider filed a lawsuit against the City on January 17, 2024, in the United States District Court for the Eastern District of Wisconsin, Case No. 24-cv-049, alleging a claim for retaliatory discrimination against the City in contravention of Title VII (hereinafter, the “Lawsuit”);

WHEREAS, the City denies that violated the law on any basis;

WHEREAS, the Parties wish to put all matters behind them and avoid the expense and disruption of further litigation between them on mutually agreeable terms by amicably entering into this Agreement; and

WHEREAS, the Parties have reached an agreement to accomplish such resolution and enter this Agreement to give effect to their agreed resolution.

AGREEMENT

NOW THEREFORE, for and in consideration of the promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated as part of this Agreement.

2. Settlement. The City does not admit that it has infringed upon Schneider’s legal rights, and entry into this Agreement does not constitute any admission or evidence of unlawful conduct.

However, in the exercise of its business judgment, to settle Schneider’s claim against the City, and for other good and valuable consideration as stated herein, the City will cause Schneider and her legal counsel to be paid, as outlined in Paragraph 3 below, a total of One Hundred Fifty Thousand Dollars (\$150,000.00) in full and final settlement of all of Schneider’s claims or potential claims against the City, whether known or unknown, from the beginning of time to the date she signs this Agreement, inclusive of attorney’s fees and costs. **This Agreement, and the City’s ability to enter into it, is entirely contingent upon Common Council approval. If the Common Council does not approve this Agreement, the City has no authority to enter into this Agreement and the Agreement cannot be finalized, does not go into effect in any way and is not enforceable. In the event the Common Council does not approve this Agreement, neither Schneider nor the City is obligated under any provision of this Agreement, including but not limited to Schneider’s waiver of claims and the City’s payment of settlement proceeds pursuant to this Agreement.**

3. Allocation of Settlement Proceeds and Tax Treatment. Schneider and the City agree and acknowledge that as part of the consideration under this Agreement, the City will pay:

- a. **Eighty-Six Thousand, Five-Hundred Three dollars and Seventy-Four cents (\$86,503.74)**, less applicable tax withholdings, to Schneider as consideration for entering into this Agreement. This is a wage payment. To facilitate payment, Schneider agrees to fully execute an IRS W-4 form and return it to the City's counsel at: William Fischer, Esq., von Briesen & Roper, s.c., 55 Jeweler's Park Drive, Suite 400, Neenah, Wisconsin 54956-3768. The City will withhold from this payment payroll taxes, including, but not limited to, federal and state income taxes and the employee's share of social security and Medicare taxes. Although characterized as a wage payment for tax purposes, this payment to Schneider encompasses payment in full and final settlement of all of her claims or potential claims against the City, whether known or unknown, from the beginning of time to the date she signs this Agreement and all the wage and non-wage remedies attendant thereto excluding attorney's fees and costs.
- b. **Sixty-Three Thousand, Four-Hundred Ninety-Six dollars and Twenty-Six Cents (\$63,496.26)** to Plaintiff's legal counsel, Fox & Fox, S.C., as consideration for entering into this Agreement. This is a non-wage payment. The Parties agree and acknowledge that this is payment for Schneider's attorney fees and costs. To facilitate this payment, Schneider agrees that her lawyer will fully execute an IRS W-9 form and return it to Defendants' counsel at: William Fischer, Esq., von Briesen & Roper, s.c., 55 Jeweler's Park Drive, Suite 400, Neenah, Wisconsin 54956-3768.

Provided the Common Council approves this Agreement, the payments described herein shall be due within fourteen (14) days after approval of the Settlement Agreement by Common Council and (i) the receipt of the IRS forms referenced in this paragraph by the City's counsel; (ii) Schneider fully executes a joint motion or stipulation for dismissal of the Lawsuit (to be filed within one week of Schneider's receipt of the payments); (iii) Schneider's execution of this Agreement and delivery of the same to the City's counsel.

4. No Future Hire. Schneider agrees that she will not seek or accept employment in the future with or through the City.

5. Waiver and Release. For the valuable consideration from the City as described in this Agreement, Schneider, for herself and her executors, successors, heirs, assigns, personal representatives, administrators, and attorneys, hereby forever, irrevocably, and unconditionally releases and discharges with prejudice the City, and its officers, agents, employees, representatives, attorneys, affiliates, insurers, successors and assigns and each of them (collectively, the "Released Parties"), and all other persons acting by, through, under, or in concert with any of the Released Parties, from and against any and all grievances, demands, damages, actions, lawsuits, causes of action or claims of any kind or character, in law or equity, whether known or unknown, anticipated or unanticipated, which Schneider ever had, now has, or which may hereafter accrue by reason of any matter, cause or thing occurring on or before the date of this Agreement, including without limitation any and all liability based on contract, tort, statute, or common law that she might have

based upon her employment with the City and/or the conclusion of that employment.

The waiver and release in this Paragraph includes, without limitation, a release of rights or claims that Schneider may have: (i) for discrimination, retaliation, suspension, wrongful or constructive discharge, failure to interview, hire, appoint, transfer, promote or take any other action relating to the employment of Schneider by the City, hostile work environment, harassment, intentional infliction of emotional distress, invasion of privacy, libel, slander, defamation, civil conspiracy, personal injury, breach of contract, impairment of economic opportunity and interference with contract or prospective business relationships; (ii) for violations of her constitutional rights, including but not limited to those provided by the First Amendment, Fourteenth Amendment, under the United States and Wisconsin Constitutions; 42 U.S.C. §§ 1981, 1981a, 1983, 1984, 1985, 1986 and 1988; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; (iii) for violations under the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the United States Family and Medical Leave Act, 29 U.S.C. § 2601 et seq.; the Civil Rights Act of 1991, 42 U.S.C. § 1981 et seq.; the Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. § 1161 et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; the Federal Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191), 42 U.S.C. § 201 et seq.; the Wisconsin Family and Medical Leave Act, the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.; the Wisconsin Fair Employment Act, and the Older Workers Benefit Protections Act; (iv) for violations under any other law, ordinance or regulation prohibiting discrimination or otherwise regulating or relating to the employment of Schneider by the Released Parties or any activities in connection therewith (including, without limitation, the termination thereof) or for any compensatory or punitive damages, injunctive or declaratory relief or attorneys' fees and costs actually incurred; and/or (v) for any other complaints, charges, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, suits, rights, losses, debts, and expenses (including attorneys' fees and costs actually incurred) of any nature, known or unknown, suspected or unsuspected, that might have been, or could have been, asserted by Schneider against the Released Parties as of the date of this Agreement.

6. Scope of Release and Dismissal of Pending Claims. Schneider acknowledges that she and/or her representatives may hereafter discover claims or facts in addition to or different from those that they now know or believe to exist with respect to any of the released claims in this Agreement, but that it is their intention to fully, finally and forever settle and release all of the matters released in Paragraph 5 of this Agreement. In furtherance of this intention, any releases granted in this Agreement shall be and remain in effect notwithstanding the discovery of any such additional or different claims or facts.

This Agreement bears the intent to fully and finally compromise and settle all claims and matters of any nature against the City, and the release in Paragraph 5 should be construed as broadly as possible. The release, however, does not affect those rights or claims that cannot be waived by law. **Schneider shall cause any pending claim(s) she has against the Defendants to be dismissed with prejudice and shall complete and execute any document necessary to effectuate such dismissal.**

7. Confidentiality. Schneider agrees to uphold her obligation to maintain confidentiality with respect to all confidential and non-public information relating to her employment with the City that she had knowledge of or access to during her employment with the City (the "Confidential Information"). This does not preclude Schneider from discussing the general nature of her

employment with prospective employers. This provision does not prohibit Schneider from testifying under oath in a legal proceeding in response to court order or other legal process. In the event that Schneider is requested by court order or any other legal process to provide information that she acquired during her employment with the City of Sheboygan, she agrees to notify the Released Parties attorneys of record in this litigation of such request within forty-eight (48) hours.

8. Disclaimer of Liability. The Parties represent and warrant that there was no prevailing party in the Lawsuit. The Parties understand that the consideration described in paragraph 1 is not to be construed as an admission of liability by the City or the Released Parties, but represents the compromise of a disputed claim and is intended to resolve the dispute and avoid the costs and risks of litigation arising from the subject matter of the Lawsuit. The City and the Released Parties expressly deny that they are liable to Schneider in any manner or that they engaged in any wrongdoing, liability or non-compliance with any federal, state or local rule, ordinance, statute, common law or other legal obligation.

9. Non-Precedent. The City and Schneider understand and agree that this Agreement shall not be considered, utilized, or cited as precedent with respect to any other matter not related to this Agreement.

10. Entire Agreement, Choice of Law, and Severability. This Agreement sets forth the entire agreement between Schneider and the City with respect to the subject matter of the Agreement, and supersedes any and all prior discussions, agreements, understandings, or contracts between them. This Agreement may not be, and shall not be deemed or construed to be, modified, amended, rescinded, cancelled, or waived, in whole or in part, except by written instrument signed by all Parties hereto. Further, this Agreement shall be governed by the laws of the State of Wisconsin. The provisions of this Agreement are severable, and, if any part of this Agreement is found to be unenforceable, the other provisions shall remain valid and fully enforceable.

11. Advice to Consult Legal Counsel. Since this Agreement includes a waiver of rights, Schneider is advised to and has in fact consulted an attorney before signing this Agreement.

12. Procedure for Accepting or Rescinding the Agreement. To accept the terms of this Agreement, Schneider agrees that she must deliver the Agreement, after she has signed and dated it, to Defendants by hand or by mail or by email to the address below:

William Fischer, Esq.,
 von Briesen & Roper, s.c.
 55 Jeweler's Park Drive, Suite 400
 Neenah, Wisconsin 54956-3768

Since this Agreement includes a waiver of rights, Schneider is advised to consult an attorney before she signs this Agreement. Schneider has **21 days** to consider this Agreement. Upon delivering to the City's counsel an executed original or copy of this Agreement as described in this Paragraph, this Agreement shall be binding, except Schneider shall have **seven (7) days** to revoke her release of any claims she may have under the federal Age Discrimination in Employment Act.

13. Interpretation. The headings in this Agreement are intended for convenience only and

shall not affect the meaning or interpretation hereof. In interpreting this Agreement, whenever the context so permits, (i) the singular shall include the plural and the plural shall include the singular and (ii) any gender shall include all genders.

14. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original. The Parties agree that a signature affixed to a counterpart of this Agreement and delivered by facsimile or other electronic means by a Party shall be valid, binding, and enforceable against such Party.

15. Successors and Assigns. The rights and obligations of the Parties under this Agreement shall be binding and inure to the benefit of the heirs, successors, assigns, officers, executors, administrators, directors, employees, agents, attorneys, insurers, predecessors, successors, and/or affiliates, as applicable, of the Parties.

16. Breach. The Parties agree that if either Party brings an action to enforce this Agreement and prevails before a court of competent jurisdiction, the non-breaching Party shall be awarded its reasonable attorneys' fees and costs incurred in bringing the action to enforce this Agreement.

17. No Strict Construction. Schneider and the City acknowledge and agree that each of them has had the opportunity to review the language of this Agreement with legal counsel, and, whether or not Schneider has chosen to consult legal counsel, the language contained herein shall be deemed to have been mutually chosen and the normal rule of contract construction to the effect that any ambiguities are to be resolved against the Party drafting a contract shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed in the capacities noted and on the dates set forth below:

City of Sheboygan

Vicky A. Schneider

By: Charles Adams, in his
official capacity, on behalf of
the City of Sheboygan

Vicky A. Schneider, in her individual
capacity

Date: _____

Date: _____