



# EIGHTEENTH REGULAR COMMON COUNCIL MEETING AGENDA

**December 16, 2024 at 6:00 PM**

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

"Wishing you peace and joy this holiday season and throughout the coming year."

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

Notice of the 18th Regular Meeting of the 2024-2025 Common Council at 6:00 PM, MONDAY, December 16, 2024 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**

*Seventeenth Regular Council Meeting held on December 2, 2024*

**4. Mayoral Appointments**

*Paul Rudnick, Eileen Simenz, Stephanie Rankun, Delaine Reichert, Liz Kelsch, Dakota Graff, Lynn Potyen, Derek Muench, Brian Doudna, and Deidre Martinez to the Business Improvement District Board of Directors for the 2025-2026 Term*

**5. Public Forum**

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

**6. Mayor's Announcements**

*Upcoming Community Events, Proclamations, Employee Recognitions*

**7. Presentation**

*Issuance of Public Finance Authority Education Revenue Bonds (Sheboygan Christian School Project)*

## HEARINGS

- 8.** Hearing No. 11-24-25 pursuant to a notice published by the City Clerk, this hearing is to allow interested parties to be heard concerning the approval of the proposed issuance by the Public Finance Authority (the "Authority") of its Education Revenue Bonds (Sheboygan Christian School Project), Series 2025 (the "Bonds"), to facilitate the financing of the Project, in an aggregate maximum stated principal amount

not to exceed \$16,500,000. The Bonds may be issued in one or more series or issuances as part of a plan of finance.

## CONSENT

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

10. R. C. No. 185-24-25 by Finance and Personnel Committee to whom was referred Res. No. 131-24-25 by Alderpersons Mitchell and Perrella authorizing an amendment to the 2024 budget for the purchase of communication equipment for the Police and Fire Departments; recommends adopting the Resolution.
11. R. C. No. 182-24-25 by Finance and Personnel Committee to whom was referred Res. No. 128-24-25 by Alderpersons Mitchell and Perrella expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5; recommends adopting the Resolution.
12. R. C. No. 181-24-25 by Finance and Personnel Committee to whom was referred Res. No. 127-24-25 by Alderpersons Mitchell and Perrella expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4; recommends adopting the Resolution.
13. R. C. No. 180-24-25 by Finance and Personnel Committee to whom was referred Res. No. 126-24-25 by Alderpersons Mitchell and Perrella expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2; recommends adopting the Resolution.
14. R. C. No. 179-24-25 by Finance and Personnel Committee to whom was referred Res. No. 125-24-25 by Alderpersons Mitchell and Perrella expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1; recommends adopting the Resolution.
15. R. C. No. 178-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 90-24-25 by City Clerk submitting the Tax Levy Certification for the 2024-2025 School Year from the Kohler School District; recommends filing the document.
16. R. C. No. 177-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 86-24-25 by City Clerk submitting a Tax Levy Certification for the 2024-2025 School Year from the Sheboygan Area School District; recommends filing the document.
17. R. C. No. 175-24-25 by Finance and Personnel Committee to whom was referred Direct Referral R. O. No. 92-24-25 by Finance Director Kaitlyn Krueger submitting the 2025 Business Improvement District (BID) Statement of Purpose, dated December 4, 2024, the BID's 2025 Operating Budget, and 2024 Special Assessment Listing; recommends filing the document.
18. R. C. No. 190-24-25 by Public Works Committee to whom was referred Gen. Ord. No. 27-24-25 by Alderpersons Dekker and Ramey placing a stop sign on northbound Lakeshore Drive at the intersection with High Avenue and South 7th Street; recommends adopting the Ordinance.



- [19.](#) R. C. No. 189-24-25 by Public Works Committee to whom was referred Gen. Ord. No. 26-24-25 by Alderpersons Dekker and Ramey changing the speed limit on Lakeshore Drive between Washington Avenue and Wilson Avenue from 35 MPH to 25 MPH; recommends adopting the Ordinance.
- [20.](#) R. C. No. 188-24-25 by Public Works Committee to whom was referred Res. No. 124-24-25 by Alderpersons Dekker and Ramey authorizing a contract with Kaschak Roofing for the roof replacement at Mead Public Library and authorizing a 2024 budget amendment; recommends adopting the Resolution.
- [21.](#) R. C. No. 192-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred pursuant to R. O. No. 91-24-25 by City Clerk submitting various license applications; recommends approving “Class B” Liquor license application for Steve ‘n Faye’s Tiny Tap (#3695).

**REPORT OF OFFICERS**

- [22.](#) R. O. No. 94-24-25 by Board of Water Commissioners stating its awareness that a Declaration of Official Intent has been completed by authorized City of Sheboygan officials of a WDNR Safe Drinking Water Loan estimated at \$3,227,749 for financial assistance in the form of a loan made by the SDWLP to the Municipality.
- [23.](#) R. O. No. 93-24-25 by City Clerk submitting a claim from Kelly Meyeraan for alleged damages to vehicle after it was stuck by a city vehicle. REFER TO FINANCE AND PERSONNEL COMMITTEE

**RESOLUTIONS**

- [24.](#) Res. No. 136-24-25 by Alderpersons Mitchell and Perrella amending the residential Recycling Fee and residential Garbage Collection Fee for services provided by the City. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [25.](#) Res. No. 142-24-25 by Alderpersons Dekker and Ramey amending the Marina and Riverfront Slips Fee Schedule. SUSPEND RULES AND ADOPT THE RESOLUTION
- [26.](#) Res. No. 139-24-25 by Alderpersons Mitchell and Perrella consenting to the Assignment and Assumption of Ground Lease for parcels adjacent to property currently owned by Nemschoff, Inc., contingent upon sale of property to AESSE Real Estate Company, LLC. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [27.](#) Res. No. 137-24-25 by Alderpersons Mitchell and Perrella authorizing entering into a Pre-Development Agreement with Cherry Faith Properties, LLC regarding construction of mixed-use development on the property located at 1512 North 17th Street. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [28.](#) Res. No. 134-24-25 by Alderpersons Mitchell and Perrella confirming the final allocation for expenses utilizing American Rescue Plan Act (ARPA) funds to pay for various eligible capital projects and authorizing the Finance Director to complete a 2024 budget amendment with associated anticipated costs. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [29.](#) Res. No. 138-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to execute the documents necessary to purchase an ambulance from Pomasl Fire Equipment, Inc. for the Sheboygan Fire Department and to make other purchases necessary to equip the new ambulance. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [30.](#) Res. No. 140-24-25 by Alderpersons Mitchell and Perrella authorizing the Purchasing Agent to issue a purchase order for the purchase and installation of an automated materials handling system for return materials at Mead Public Library. REFER TO FINANCE AND PERSONNEL COMMITTEE

- 31.** Res. No. 141-24-25 by Alderpersons Mitchell and Perrella amending the 2024 budget for various expenses incurred or planned. REFER TO FINANCE AND PERSONNEL COMMITTEE

## **REPORT OF COMMITTEES**

- 32.** R. C. No. 176-24-25 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 135-24-25 by Alderpersons Mitchell and Perrella authorizing the purchase of the property known as 2629 North 7th Street from Aurora Health Care Central, Inc; recommends adopting the Resolution.
- 33.** R. C. No. 183-24-25 by Finance and Personnel Committee to whom was referred Res. No. 129-24-25 by Alderpersons Mitchell and Perrella authorizing an amendment to the 2024 budget for the future purchase of hardware and software by the IT Department for cybersecurity upgrades; recommends adopting the Resolution.
- 34.** R. C. No. 184-24-25 by Finance and Personnel Committee to whom was referred Res. No. 130-24-25 by Alderpersons Mitchell and Perrella adopting the revised City of Sheboygan compensation program for non-represented employees; recommends adopting the Resolution.
- 35.** R. C. No. 186-24-25 by Finance and Personnel Committee to whom was referred Res. No. 132-24-25 by Alderpersons Mitchell and Perrella approving up to \$16,500,000 of Public Finance Authority Education Revenue Bonds (Sheboygan Christian School Project), Series 2025 for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended; recommends adopting the Resolution.
- 36.** R. C. No. 187-24-25 by Public Works Committee to whom was referred Direct Referral Res. No. 133-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract with Visu-Sewer for the sewer lining at various locations within the City; recommends adopting the Resolution.
- 37.** R. C. No. 191-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Charter Ord. No. 1-24-25 (being subject to the home rule provisions of § 66.0101 of the Wisconsin Statutes) to authorize primary elections whenever three or more candidates file nomination papers for an elective city office; recommends adopting the Ordinance.

## **GENERAL ORDINANCES**

- 38.** 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. REFER TO PUBLIC WORKS COMMITTEE

## **MATTERS LAID OVER**

- 39.** R. O. No. 79-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 20-24-25 by Alderpersons Belanger and La Fave and R. O. No. 73-24-25 by City Clerk submitting 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 2258 Calumet Drive from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification; recommends filing the R. O. and adopting the Ordinance.

## **OTHER MATTERS AUTHORIZED BY LAW**

## **ADJOURN MEETING**

- 40.** Motion to Adjourn

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

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

## CITY OF SHEBOYGAN

SEVENTEENTH REGULAR COMMON COUNCIL MEETING  
MINUTES

Monday, December 02, 2024

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**OPENING OF MEETING****1. Roll Call**

Alderspersons present: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

Aldersperson excused: Felde – 1.

**2. Pledge of Allegiance****3. Approval of Minutes**

Fifteenth Regular Council Meeting held on November 4, 2024

## MOTION TO APPROVE THE MINUTES

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

**4. Resignation**

Mike Froh from the Board of Marina, Parks, and Forestry

## MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

**5. Public Forum**

Limit of five people having five minutes each with comments limited to items on this agenda. Dolcye Johnson, Paul Schenk, and Ron Ranieri all spoke.

**6. Mayor's Announcements**

Upcoming Community Events, Proclamations, Employee Recognitions

**CONSENT****7. 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, Ramey, Rust – 9.

- 8. R. O. No. 87-24-25 by City Clerk submitting the State and County Apportionment Form from the County Board of Supervisors to determine the amount of taxes to be levied in Sheboygan County against all taxable property for the year.

MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 9. R. C. No. 167-24-25 by Public Works Committee to whom was referred Res. No. 114-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract for the demolition of the former Wells Fargo Bank Building and related site features so as to prepare the site for redevelopment; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 10. R. C. No. 166-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 75-24-25 by City Clerk submitting a tax levy report that supports the 2024-2025 budget for Lakeshore Technical College District and a copy of the district-wide apportionment of the tax levy based upon the 2024 fully certified values furnished by the Wisconsin Department of Revenue; recommends filing the report.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 11. R. C. No. 165-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 76-24-25 by Human Resources & Labor Relations Director Kelly Hendee submitting an exit interview report for Quarter 3 for the City of Sheboygan; recommends filing the report.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 12. R. C. No. 164-24-25 by Finance and Personnel Committee to whom was referred Res. No. 113-24-25 by Alderpersons Mitchell and Perrella authorizing the Finance Director to amend the 2024 budget and transfer fund balance from the Workers Compensation Insurance Fund to the Health Insurance Fund; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 13. R. C. No. 163-24-25 by Finance and Personnel Committee to whom was referred Res. No. 112-24-25 by Alderpersons Mitchell and Perrella authorizing the Finance Director to transfer the

Marina Fund advance from the General Fund to the Capital Fund; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 14. R. C. No. 171-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Direct Referral R. O. No. 83-24-25 by City Clerk submitting a liquor license application: Reserve “Class B” Lic. App. No. 3691 Ambarsariya Bar & Grill, Inc.; recommends granting the license application.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 15. R. C. No. 170-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 81-24-25 by City Clerk submitting a license application: Change of Agent for Kohler Co.; recommends granting the application.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 16. R. C. No. 169-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 74-24-25 by City Clerk submitting a license application: Class "B" Beer Lic. App. No. 3693 (Aneek Inc.); recommends granting the license application.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

**REPORT OF OFFICERS**

- 17. R. O. No. 88-24-25 by City Plan Commission to whom was referred Res. No. 115-24-25 by Alderpersons Mitchell and Perrella adopting public participation procedures regarding the City of Sheboygan Comprehensive Plan; recommends adopting the Resolution.

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

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 18. R. O. No. 85-24-25 by City Clerk submitting a Summons and Complaint in the matter of SCR RC Funding IV LLC vs City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE

- 19. R. O. No. 86-24-25 by City Clerk submitting a Tax Levy Certification for the 2024-2025 School Year from the Sheboygan Area School District. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 20. R. O. No. 84-24-25 by City Clerk submitting a claim from Mercy Yang/Steven Vue for alleged damages to vehicle when it struck a loose sewer hole lid. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 21. R. O. No. 89-24-25 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 22. R. O. No. 90-24-25 by City Clerk submitting the Tax Levy Certification for the 2024-2025 School Year from the Kohler School District. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 23. R. O. No. 91-24-25 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

**RESOLUTIONS**

- 24. Res. No. 120-24-25 by Alderpersons Mitchell and Perrella authorizing retaining outside legal counsel to represent the City in the matter of SCF RC Funding IV LLC v. City of Sheboygan (Case No. 24CV000668), and authorizing payment for said services.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION  
 Motion made by Mitchell, Seconded by Perrella.  
 Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 25. Res. No. 121-24-25 by Alderpersons Mitchell and Perrella authorizing retaining outside legal counsel to represent the City in the matter of Wal-Mart Real Estate Business Trust v. City of Sheboygan (Case No. 24CV000669), and authorizing payment for said services.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION  
 Motion made by Mitchell, Seconded by Perrella.  
 Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 26. Res. No. 123-24-25 by Alderpersons Dekker and Rust authorizing the Chief of Police to take necessary actions to receive the 2025 Wisconsin Justice System Improvement Beat Patrol Grant.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION  
 Motion made by Dekker, Seconded by Rust.  
 Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 27. Res. No. 125-24-25 by Alderpersons Mitchell and Perrella expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1. REFER TO FINANCE AND PERSONNEL COMMITTEE



28. Res. No. 126-24-25 by Alderpersons Mitchell and Perrella expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2. REFER TO FINANCE AND PERSONNEL COMMITTEE
29. Res. No. 127-24-25 by Alderpersons Mitchell and Perrella expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4. REFER TO FINANCE AND PERSONNEL COMMITTEE
30. Res. No. 128-24-25 by Alderpersons Mitchell and Perrella expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5. REFER TO FINANCE AND PERSONNEL COMMITTEE
31. Res. No. 124-24-25 by Alderpersons Dekker and Ramey authorizing a contract with Kaschak Roofing for the roof replacement at Mead Public Library and authorizing a 2024 budget amendment. REFER TO PUBLIC WORKS COMMITTEE
32. Res. No. 129-24-25 by Alderpersons Mitchell and Perrella authorizing an amendment to the 2024 budget for the future purchase of hardware and software by the IT Department for cybersecurity upgrades. REFER TO FINANCE AND PERSONNEL COMMITTEE
33. Res. No. 131-24-25 by Alderpersons Mitchell and Perrella authorizing an amendment to the 2024 budget for the purchase of communication equipment for the Police and Fire Departments. REFER TO FINANCE AND PERSONNEL COMMITTEE
34. Res. No. 130-24-25 by Aldepersons Mitchell and Perrella adopting the revised City of Sheboygan compensation program for non-represented employees. REFER TO FINANCE AND PERSONNEL COMMITTEE
35. Res. No. 132-24-25 by Alderpersons Mitchell and Perrella approving up to \$16,500,000 of Public Finance Authority Education Revenue Bonds (Sheboygan Christian School Project), Series 2025 for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended. REFER TO FINANCE AND PERSONNEL COMMITTEE

## REPORT OF COMMITTEES

36. R. C. No. 160-24-25 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 116-24-25 by Alderpersons Mitchell and Perrella authorizing entering into a Tax Incremental District Development Agreement with Jakum Hall Apartments, LLC for the development of the former Jakum's Hall site located at 1601 North 15th Street; 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, Ramey, Rust – 9.

- 37. R. C. No. 161-24-25 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 117-24-25 by Alderpersons Mitchell and Perrella authorizing entering into a Tax Incremental District Development Agreement with Riverview District, LLC for the development of the former Mayline site located at 605 N. Commerce Street; 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, Ramey, Rust – 9.

- 38. R. C. No. 162-24-25 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 118-24-25 by Alderpersons Mitchell and Perrella authorizing entering into a First Amendment to Lease Agreement with Shar, Inc. regarding the property at 930 North 8th Street, Sheboygan, Wisconsin; 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, Ramey, Rust – 9.

- 39. R. C. No. 168-24-25 by Public Works Committee to whom was referred R. O. No. 82-24-25 by Board of Marina, Parks and Forestry and Res. No. 111-24-25 by Alderpersons Dekker and Ramey approving a Fountain Park Conceptual Design Plan; recommends filing the R. O. and adopting the Resolution.

MOTION TO RECEIVE THE R. C., FILE THE R. O. AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Ramey.

Before action was taken,

Motion to refer the Resolution back to the Public Works Committee

Motion made by Rust, Seconded by Heidemann

Voting Yea: Heidemann, La Fave, Mitchell, Rust – 4.

Voting Nay: Belanger, Dekker, Peterson, Perrella, Ramey – 5.

On motion to adopt the Resolution,

Voting Yea: Belanger, Dekker, La Fave, Perrella, Peterson, Ramey – 6.

Voting Nay: Heidemann, Mitchell, Rust – 3.

- 40. R. C. No. 172-24-25 by Public Works Committee to whom was referred Direct Referral Gen. Ord. No. 25-24-25 by Alderpersons Dekker and Rust amending Sections 54-397, 54-398, and 54-399 of the Sheboygan Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges; recommends amending the Ordinance so the numerical values noted within 54-397(a)(1) match those within 54-397(b)(1).

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 41. R. C. No. 173-24-25 by Public Works Committee to whom was referred Direct Referral Res. No. 122-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract for the provision and installation of submersible pumps, a control panel, and

associated equipment at the 6th Street and Pershing Avenue wastewater pump station and authorizing a budget amendment; recommends amending the Resolution to remove the last “Be it further resolved” clause.

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

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 42. R. C. No. 174-24-25 by Public Works Committee to whom was referred Direct Referral Res. No. 119-24-25 by Alderpersons Dekker and Ramey authorizing execution of the Release of Easement Rights on behalf of the City, with respect to that portion of vacated South Commerce Street located on the Berkshire Apartments developed parcel; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

**GENERAL ORDINANCES**

- 43. Gen. Ord. No. 26-24-25 by Alderpersons Dekker and Ramey changing the speed limit on Lakeshore Drive between Washington Avenue and Wilson Avenue from 35 MPH to 25 MPH. REFER TO PUBLIC WORKS COMMITTEE
- 44. Gen. Ord. No. 27-24-25 by Alderpersons Dekker and Ramey placing a stop sign on northbound Lakeshore Drive at the intersection with High Avenue and South 7<sup>th</sup> Street. REFER TO PUBLIC WORKS COMMITTEE

**CHARTER ORDINANCES**

- 45. Charter Ord. 1-24-25 by Alderpersons Dekker and Rust (being subject to the home rule provisions of § 66.0101 of the Wisconsin Statutes) to authorize primary elections whenever three or more candidates file nomination papers for an elective city office. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

**MATTERS LAID OVER**

- 46. R. O. No. 79-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 20-24-25 by Alderpersons Belanger and La Fave and R. O. No. 73-24-25 by City Clerk submitting 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 2258 Calumet Drive from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification; recommends filing the R. O. and adopting the Ordinance.

**OTHER MATTERS AUTHORIZED BY LAW – None.**

**ADJOURN MEETING**

- 47. Motion to Adjourn

MOTION TO ADJOURN AT 7:08 PM

Motion made by Dekker, Seconded by Rust.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey, Rust – 9.



December 12<sup>th</sup> 2024

TO THE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- To be considered for appointment to the Business Improvement District Board of Directors for the 2025-2026 Term:
  - Paul Rudnick – Rudnick Jewelers
  - Eileen Simenz – Salon Sase
  - Stephanie Rankun – Mini Mocha Café
  - Delaine Reichert – Blue Harbor
  - Liz Kelsch – JMKAC
  - Dakota Graff – United One
  - Lynn Potyen – The Game Board
  - Derek Muench – Shoreline Metro (City of Sheboygan Rep)
  - Brian Doudna – SCEDC (Non-Voting Advisor)
  - Deidre Martinez – Chamber of Commerce (Non-Voting Advisor)

Ryan Sorenson  
Mayor  
City of Sheboygan

**Office of the Mayor**

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

920-459-3317  
[www.sheboyganwi.gov](http://www.sheboyganwi.gov)





























**CITY OF SHEBOYGAN  
HEARING 11-24-25**

**DECEMBER 16, 2024.**

Pursuant to a notice published by the City Clerk, this hearing is to allow interested parties to be heard concerning the approval of the proposed issuance by the Public Finance Authority (the "Authority") of its Education Revenue Bonds (Sheboygan Christian School Project), Series 2025 (the "Bonds"), to facilitate the financing of the Project, in an aggregate maximum stated principal amount not to exceed \$16,500,000. The Bonds may be issued in one or more series or issuances as part of a plan of finance.

**NOTICE OF PUBLIC HEARING CONCERNING THE  
ISSUANCE OF PUBLIC FINANCE AUTHORITY  
EDUCATION REVENUE BONDS  
(SHEBOYGAN CHRISTIAN SCHOOL PROJECT), SERIES 2025**

NOTICE IS HEREBY GIVEN that on December 16, 2024, the City of Sheboygan (the "City") will conduct a public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") concerning the approval of the proposed issuance by the Public Finance Authority (the "Authority") of its Education Revenue Bonds (Sheboygan Christian School Project), Series 2025 (the "Bonds"), to facilitate the financing of the Project (defined below), in an aggregate maximum stated principal amount not to exceed \$16,500,000. The Bonds may be issued in one or more series or issuances as part of a plan of finance. The hearing will commence at 6:00 p.m. Central Time, or as soon thereafter as the matter can be heard, and will be held at the Common Council Chambers at 828 Center Avenue, 3<sup>rd</sup> Floor, Sheboygan, Wisconsin 53081.

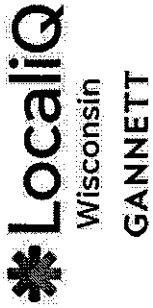
The Bonds are expected to be issued pursuant to Section 145 of the Code and Section 66.0304 of the Wisconsin Statutes, as amended, by the Authority and the proceeds from the sale of the Bonds will be loaned to Sheboygan Christian School Association, a Wisconsin nonprofit corporation (the "Borrower"), to, among other things: (a) finance and/or refinance the costs of acquiring, constructing, improving, expanding, furnishing and/or equipping educational facilities located at 929 Greenfield Avenue, Sheboygan, Wisconsin 53081 (the "School Facilities"); (b) fund any required reserves for the Bonds; (c) fund interest on the Bonds; and (d) pay all or a portion of the costs of issuing the Bonds (collectively, the "Project").

The Borrower is an organization described in Section 501(c)(3) of the Code. The Borrower will be the owner and principal user of the School Facilities.

All or a majority of the Bonds are expected to be issued as tax-exempt qualified 501(c)(3) bonds and will be the special, limited obligations of the Authority payable solely from funds paid by the Borrower to the Authority and shall be secured by collateral furnished or caused to be furnished by the Borrower. The Bonds will not constitute an indebtedness or general obligation of the City of Sheboygan, Wisconsin; Sheboygan County, Wisconsin; the State of Wisconsin, or any county, municipal corporation or political subdivision thereof. The Bonds will not constitute a debt or liability of any member of the Authority, the City of Sheboygan, Wisconsin, the State of Wisconsin or any political subdivision or agency thereof. The Bonds will not be paid from taxes.

The public hearing is being held for the purpose of providing a reasonable opportunity for interested individuals to express their views, both orally and in writing, on the Project and the financing of the Project with the proceeds of Bonds. Oral comments will be limited to 10 minutes per speaker. A person wishing to speak at the hearing will be asked to provide his or her name, address and the person(s) or entity(ies) he or she represents, if any, prior to speaking. Written comments will be accepted by the Common Council of the City of Sheboygan, at 828 Center Avenue, Sheboygan, Wisconsin 53081, but such comments must be received by the close of the hearing. Any persons needing special accommodation under the Americans with Disabilities Act should call (888) 508-7188 not later than 24 hours prior to the time and date of the hearing.

Dated: December 6, 2024



# Order Confirmation

Not an Invoice

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

<b>Date:</b>	11/27/2024
<b>Order Number:</b>	10809578
<b>Prepayment Amount:</b>	\$ 0.00

<b>Column Count:</b>	1.0000
<b>Line Count:</b>	102.0000
<b>Height in Inches:</b>	0.0000

Print

Product	#Insertions	Start - End	Category
SHE Sheboygan Press	1	12/06/2024 - 12/06/2024	Public Notices
SHE sheboyganpress.com	1	12/06/2024 - 12/06/2024	Public Notices

Total Cash Order Confirmation Amount Due	\$83.62
Tax Amount	\$0.00
Service Fee 3.99%	\$3.34
Cash/Check/ACH Discount	-\$3.34
Payment Amount by Cash/Check/ACH	\$83.62
Payment Amount by Credit Card	\$86.96

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!

Order Confirmation Amount \$83.62

Item 8.

1/2

NOTICE OF PUBLIC HEARING  
SHEBOYGAN CHRISTIAN SCHOOLS  
PUBLIC FINANCE AUTHORITY OF  
SHEBOYGAN CHRISTIAN SCHOOLS  
EDUCATION REVENUE BONDS  
(PROJECT), SERIES 2025

NOTICE IS HEREBY GIVEN that on December 16, 2024, the City of Sheboygan, Wisconsin, will hold a public hearing, as required by Section 147(1) of the Internal Revenue Code of 1986, as amended (the "Code") and the Wisconsin Statutes, in accordance with the Public Finance Authority (the "Authority") of its Education Revenue Bonds (Sheboygan Christian School Bonds) Series 2025. The purpose of the hearing is to receive public comments on the financing of the Project (defined below), in an aggregate amount not to exceed \$16,500,000. The amount not to be issued in one or more series or issuances as part of a plan of finance. The hearing will be held at 6:00 p.m. on December 16, 2024, at the Common Council Chambers at 628 Center Avenue, 3rd Floor, Sheboygan, Wisconsin 53081.

The Bonds are expected to be issued pursuant to Section 145 of the Code and the Wisconsin Statutes, and the Authority Statutes, as amended, by the Authority and the proceeds from the sale of the Bonds will be loaned to Sheboygan Christian Schools, a Wisconsin nonprofit corporation (the "Borrower"), to, among other things: (a) finance and/or reimburse the costs of expanding, furnishing and/or improving educational facilities located at 978 Venedict 5308, Sheboygan, Wisconsin; (b) fund any required reserves for the Bonds; (c) fund interest on the Bonds; and (d) pay any or a portion of the costs of the Bonds (collectively, the "Project").

The Borrower is an organization described in Section 501(c)(3) of the Code. The Borrower will be the owner and principal user of the School Facilities.

All or a majority of the Bonds are expected to be issued as tax-exempt qualified 501(c)(3) bonds and will be the responsibility of the Authority. The Authority may obtain funds paid by the Borrower to the Authority and shall be secured by collateral furnished or guaranteed by the Borrower. The Bonds will not constitute the indebtedness or general obligation of the City of Sheboygan, Wisconsin, or any county, municipal corporation or political subdivision thereof. The Bonds will not constitute a liability of any kind on the part of the Authority, the City of Sheboygan, Wisconsin, the State of Wisconsin or any political subdivision or agency thereof. The Bonds will not be paid from taxes.

The public hearing is being held for the purpose of providing a reasonable opportunity for persons to appear and express their views, both orally and in writing, on the Project and the financing of the Project with the proceeds of Bonds. The hearing will be held for a period of 15 minutes per speaker. A person wishing to speak at the hearing will be asked to provide the or her name, address and the telephone number of the person who represents, if any, prior to speaking. Written comments will be accepted by the Common Council of the City of Sheboygan, Wisconsin 53081, but such comments must be received by the close of the hearing. Any persons, hearing impaired or otherwise, who are unable to call (938) 508-7183 not later than 24 hours prior to the time and date of the hearing.

Dated: December 6, 2024. WNA:JLP

**CITY OF SHEBOYGAN  
R. C. 185-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**DECEMBER 16, 2024.**

Your Committee to whom was referred Res. No. 131-24-25 by Alderpersons Mitchell and Perrella authorizing an amendment to the 2024 budget for the purchase of communication equipment for the Police and Fire Departments; 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 131-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**DECEMBER 2, 2024.**

A RESOLUTION authorizing an amendment to the 2024 budget for the purchase of communication equipment for the Police and Fire Departments.

WHEREAS, communication equipment, including portable radios and modems, for the Police Department and Fire Department have reached the end of their useful life and need to be replaced; and

WHEREAS, the immediate replacement of this equipment allows the Police and Fire Departments to utilize the current accessories; and

WHEREAS, Shoreline Transit is eligible for federal funding through the CARES Act, which will cover operating deficits in 2024; and

WHEREAS, in 2024, the City of Sheboygan budgeted \$470,000 in tax levy to support Shoreline Transit’s operations; and

WHEREAS, a transfer of this tax levy to one-time capital projects will allow the City to maximize the amount of CARES Act grant dollars utilized; and

WHEREAS, the City has uncontracted American Rescue Plan Act (ARPA) funds available to be under contract by December 31, 2024 totaling \$495,533.89; and

WHEREAS, the public safety communication equipment is an allowable expense under the ARPA requirements.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director be authorized to take the steps necessary to transfer \$68,713.50 from the Transit Fund to the Capital Project Fund via the following 2024 budget amendment:

<u>INCREASE:</u>	
Capital Fund – Public Safety – Communications Equipment (Acct. No. 400200-652300)	\$68,713.50
Capital Fund – Property Tax Levy (Acct. No. 400-411100)	\$68,713.50
Transit Fund – Transit System – FEMA Grant (Acct. No. 651-433310)	\$68,713.50
<u>DECREASE:</u>	
Transit Fund – Transit System – Property Tax Levy (Acct. No. 651-411100)	\$68,713.50



BE IT FURTHER RESOLVED: That the Common Council allocates the remaining uncontracted ARPA funds totaling \$495,533.89 for the purchase of Police and Fire Department communication equipment via the following budget amendment:

INCREASE:

Federal Grant Fund – Federal Grants – Federal Grants Other (Acct. No. 202000-433000)	\$151,064.48
Federal Grant Fund – Federal Grants – Communications Equipment (Acct. No. 202000-652300)	\$495,533.89

DECREASE:

Federal Grant Fund – Federal Grants – Improvements other than Buildings (Acct. No. 202000-641100)	\$344,469.41
--	--------------

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

11/26/2024

SHEBOYGAN, CITY OF  
1315 N 23RD ST STE 101  
SHEBOYGAN, WI 53081

RE: Motorola Quote for Police

Dear Matt Greenwood,

Motorola Solutions is pleased to present SHEBOYGAN, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SHEBOYGAN, CITY OF with the best products and services available in the communications industry. Please direct any questions to Jeffrey Frank at [frankradio@frankradioservice.com](mailto:frankradio@frankradioservice.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Jeffrey Frank

Motorola Solutions Manufacturer's Representative

Billing Address:  
SHEBOYGAN, CITY OF  
1315 N 23RD ST STE 101  
SHEBOYGAN, WI 53081  
US

Quote Date:11/26/2024  
Expiration Date:12/10/2024  
Quote Created By:  
Jeffrey Frank  
frankradio@frankradioservice.com

End Customer:  
SHEBOYGAN, CITY OF  
Matt Greenwood  
Matt.Greenwood@sheboyganwi.gov  
920.459.3351

Contract: 24752 - WCA  
AGREEMENT: STATE OF WISCONSIN

Quote includes Motorola 40% Promotion

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 LI				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	72	\$3,595.00	\$2,157.00	\$155,304.00
1a	H869BZ	ENH: MULTIKEY	72	\$363.00	\$217.80	\$15,681.60
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	72	\$6.00	\$3.60	\$259.20
1c	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	72	\$115.50	\$69.30	\$4,989.60
1d	QA02756AA	ENH: LI 9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING	72	\$1,727.00	\$1,036.20	\$74,606.40
1e	QA05100AA	EHN: STD 1 YR WARRANTY APPLIES	72	\$0.00	\$0.00	\$0.00
1f	Q629AK	ENH: AES ENCRYPTION AND ADP	72	\$523.00	\$313.80	\$22,593.60
1g	H122BR	ALT: 1/4 WAVE 7/8 STUBBY (NAR6595)	72	\$26.00	\$15.60	\$1,123.20
2	NNTN8844B	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	2	\$1,705.20	\$1,244.80	\$2,489.60



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	80	\$186.50	\$136.15	\$10,892.00
4	PMMN4107BBLK	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, BLACK	60	\$594.00	\$433.62	\$26,017.20
5	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	92	\$188.27	\$137.44	\$12,644.48

**Grand Total**
**\$326,600.88(USD)**
**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

DRAFT



11/26/2024

SHEBOYGAN, CITY OF  
1326 N 25TH ST  
SHEBOYGAN FIRE DEPT, CITY OF  
SHEBOYGAN, WI 53081

RE: Motorola Quote for APX6000Li Fire

Dear Pat Nicolaus,

Motorola Solutions is pleased to present SHEBOYGAN, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SHEBOYGAN, CITY OF with the best products and services available in the communications industry. Please direct any questions to Jeffrey Frank at [frankradio@frankradioservice.com](mailto:frankradio@frankradioservice.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Jeffrey Frank

Motorola Solutions Manufacturer's Representative



Billing Address:  
SHEBOYGAN, CITY OF  
1326 N 25TH ST  
SHEBOYGAN FIRE DEPT, CITY  
OF  
SHEBOYGAN, WI 53081  
US

Quote Date:11/26/2024  
Expiration Date:12/29/2024  
Quote Created By:  
Jeffrey Frank  
frankradio@  
frankradioservice.com

End Customer:  
SHEBOYGAN, CITY OF  
Pat Nicolaus

AGREEMENT: STATE OF WISCONSIN

Quote includes Motorola 40% Promotion

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 LI				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	45	\$6,329.50	\$3,797.70	\$170,896.50
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	45			
1b	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	45			
1c	QA02756AA	ENH: LI 9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING	45			
1d	QA05100AA	EHN: STD 1 YR WARRANTY APPLIES	45			
1e	H869BZ	ENH: MULTIKEY	45			
1f	Q629AK	ENH: AES ENCRYPTION AND ADP	45			
	APX™ 8000 Series	APX8000				
2	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	6	\$10,059.32	\$6,035.59	\$36,213.54
2a	H869BW	ENH: MULTIKEY	6			
2b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	6			
2c	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	6			
2d	Q361AN	ADD: P25 9600 BAUD TRUNKING	6			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2e	QA05509AA	DEL: DELETE UHF BAND	6			
2f	QA05100AA	EHN: STD 1 YR WARRANTY APPLIES	6			
2g	H38BS	ADD: SMARTZONE OPERATION	6			
2h	QA09113AB	ADD: BASELINE RELEASE SW	6			
2i	Q629AH	ENH: AES ENCRYPTION AND ADP	6			
2j	QA01427AG	ALT: APX8000/XE HOUSING GREEN	6			
3	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	7	\$186.50	\$136.15	\$953.05
4	PMMN4107BBLK	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, BLACK	51	\$594.00	\$433.62	\$22,114.62
5	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	6	\$1,705.20	\$1,244.80	\$7,468.80
<b>Grand Total</b>				<b>\$237,646.51(USD)</b>		

**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



**CITY OF SHEBOYGAN  
R. C. 182-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**DECEMBER 16, 2024.**

Your Committee to whom was referred Res. No. 128-24-25 by Alderpersons Mitchell and Perrella expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5; 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 128-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**DECEMBER 2, 2024.**

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5.

RESOLVED: That the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 5, which is that area of Lots 1 through 9 and Lot 11, South Pier Subdivision, of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2025. Any payments received after May 1, 2025, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the Finance Department shall prepare a report in accordance with Wis. Stat. § 66.0703(4) and (5), and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited.

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Sheboygan Municipal Code § 50-223, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2024, as is set forth in Sheboygan Municipal Code § 50-223.

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. 181-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**DECEMBER 16, 2024.**

Your Committee to whom was referred Res. No. 127-24-25 by Alderpersons Mitchell and Perrella expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4; 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 127-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**DECEMBER 2, 2024.**

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4.

RESOLVED: That the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 4, which is that area of the City bounded by a line described as commencing at the intersection of the centerline of S. 12<sup>th</sup> St. with the S. r.o.w. of Clara Ave, thence W. to the NW corner of Lot 1, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of Lot 48, Blk. 6, Assessment Subd. No. 19, thence E. to the SE. corner of Lot 46, Blk. 6, Assessment Subd. No. 19, thence W. to the SE corner of said Lot 46, thence S. to the SW corner of Lot 43, Blk. 6, Assessment Subd. No. 19, thence W. to the NW corner of Lot 40, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of said lot, thence E. to the NE corner of Lot 39, Blk. 6, Assessment Subd. No. 19, thence S. to the SE corner of Lot 35, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 2, Blk. 7, Assessment Subd. No. 19, thence N. to the NE corner of said Lot 2, thence E. to the NE corner of Lot 1, Blk. 7, Assessment Subd. No. 19 thence S. along the E.L. of said Lot 1 to a point in said E.L. opposite the Wly extension of the S.L. of Lot 17, Blk. 8, Assessment Subd. No. 19, thence E. to the SE corner of said Lot 17, thence N. to the NE corner of Lot 15, Blk. 8, Assessment Subd. No. 19, thence N. along said centerline to point of beginning.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2025. Any payments received after May 1, 2025, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the Finance Department shall prepare a report in accordance with Wis. Stat. § 66.0703(4) and (5), and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited.

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Sheboygan Municipal Code § 50-188, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2024, as is set forth in Sheboygan Municipal Code § 50-188.

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. 180-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**DECEMBER 16, 2024.**

Your Committee to whom was referred Res. No. 126-24-25 by Alderpersons Mitchell and Perrella expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2; 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 126-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**DECEMBER 2, 2024.**

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2.

RESOLVED: That the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 2, which is that area of the City generally bounded by a line described as commencing at the SW corner of Virginia Ave. and Riverfront Dr., also described as the NE corner of Lot 1, Blk. 205 of the Original Plat of the City of Sheboygan, thence W. 240' along the S.L. of Virginia Ave. to the NW corner of Lot 4, Blk. 205, original Plat (O.P.), thence S. 273' along the W. lot line of Lots 4 and 9, Blk. 205, O.P., thence E. 50' at a right angle to the W. lot line of Lot 9, Blk. 205, O.P., thence S. 125' parallel with said lot line to the S.L. of New Jersey Ave., thence W. 50' along said S.L. to the W. lot line of Lot 4, Blk. 211, O.P., thence S. 90' along said lot line, thence E. 103.12; at a right angle to said lot line to the Wly line of Riverfront Dr., thence SWly 246.89' along said Wly line to an intersection with the W. lot line of Lot 9, Blk. 211. O.P., and the N.L. of Maryland Ave., as originally platted, thence 60' S. to the S.L. of Maryland Ave., thence 60" E. along the said S.L. to the W. lot line of Lot 3, Blk. 234, O.P., thence S. 145', more or less, along said lot line to the NWly shore of the Sheboygan River, thence NEly downstream along said shore to the N.L. of Virginia Ave., thence W. 245', more or less, along said N.L. to the E.L. of Riverfront Dr., thence 80' S. along extension of said E.L. to the S.L. of Virginia Ave., thence 66' W. along said S.L. to the point of beginning, being a part of the NE ¼ of the NW1/4 of Sec. 26, T15N, R23E.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2025. Any payments received after May 1, 2025, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the Finance Department shall prepare a report in accordance with Wis. Stat. § 66.0703(4) and (5), and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited.

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the

proposed assessments governing this matter under the provisions of Sheboygan Municipal Code § 50-131, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2024, as is set forth in Sheboygan Municipal Code § 50-131.

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. 179-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**DECEMBER 16, 2024.**

Your Committee to whom was referred Res. No. 125-24-25 by Alderpersons Mitchell and Perrella expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1; 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 125-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**DECEMBER 2, 2024.**

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1.

RESOLVED: That the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 1, which is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north, and Center Ave. on the south, and more particularly described as Blocks 105, 106, 127, 129, 130, 152 and the north one-half of Block 151, all in the Original Plat of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2025. Any payments received after May 1, 2025, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the Finance Department shall prepare a report in accordance with Wis. Stat. § 66.0703(4) and (5), and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited.

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Sheboygan Municipal Code § 50-95, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2024, as is set forth in Sheboygan Municipal Code § 50-95.

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. 178-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**DECEMBER 16, 2024.**

Your Committee to whom was referred R. O. No. 90-24-25 by City Clerk submitting the Tax Levy Certification for the 2024-2025 School Year from the Kohler School District; recommends filing the document.

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. 90-24-25**

**BY CITY CLERK.**

**DECEMBER 2, 2024.**

Submitting the Tax Levy Certification for the 2024-2025 School Year from the Kohler School District.



Per §74.09(3)(db) a school board is required to separately report any tax levies that exceed its annual revenue limit as a result of a successful referendum to exceed the limit on a non-permanent basis. State law requires the levies associated with all debt and non-recurring operation referendums passed after December 31, 2014 to be listed separately. The property tax bill must also include the year in which the non-permanent referendum to exceed the revenue limit no longer applies.

## 2024-2025 School Year

**List of approved 2024-2025 debt and non-recurring operating referenda which will allow the district to exceed its revenue limit on a non-permanent basis.**

Municipal Clerk: **MEREDITH DEBRUIN**  
 828 CENTER AVE  
 SHEBOYGAN, WI 53081-4442

Municipality: City of Sheboygan  
 County: Sheboygan

School District: Kohler School District (2842)  
 School District Clerk: Kelly Konrath

Referenda ID	Vote Date	Type	Year Expires	Total Referendum Amount	2024-2025 Levy Amount due to Referendum	Percent of Entire School District	2024-2025 Amount due to Referendum for Taxation District
RF-5063	04/06/2021	Issue Debt	2025	\$17,550,000.00	\$1,125,816.82	32.804629%	\$369,320.03
RF-5064	04/06/2021	Issue Debt	2025	\$2,590,000.00	\$166,146.18	32.804629%	\$54,503.64



**Instructions:** This form must be signed in the presence of a notary public, and delivered to the clerk of each municipality having territory within the school district on or before **November 10** (Ref Wisconsin Statute s.120.12(3))

**2024-2025 School Year**

① Municipal Clerk: **MEREDITH DEBRUIN** ② Municipality: City of Sheboygan  
 828 CENTER AVE  
 SHEBOYGAN, WI 53081-4442 ③ County: Sheboygan

The levy is distributed using the same percentage as the equalized valuation.

**Entire School District**

**Portion of School District Lying Within Municipality**

Column 1

Column 2

④ Equalized Valuation (TID Out) Tax Apportionment (October Certification)

\$980,994,811.00

\$321,811,708.00

⑤ Percent of Entire School District

100.000000%

32.804629%

⑥ **Total Levy**

\$6,255,411.00

**\$2,052,064.37**

**CERTIFICATION**

**HEREBY CERTIFY** the amount shown on Line 6, Column 2, above, to be assessed against the taxable property of that portion of the school district lying within the municipality, as required by s. 120.17(8). The state superintendent, pursuant to s. 120.06, has certified to me the equalized valuations shown on Line 4, which I have used to determine the portion of the school district levy to be paid by the municipality.

	F	Name of School District	School District Clerk
	R	Kohler School District (2842)	Kelly Konrath
	O	Signature of School District Clerk	<i>[Handwritten Signature]</i>
	M	Signature of Notary Public	<i>Cindi B. Gamb</i>
NOTARY SEAL		Signed before me this date	My Commission Expires
		<i>15th day of November, 2024</i>	<i>June 7, 2027</i>

Wisconsin Statutory References:  
 120.17(8)  
 120.44  
 121.06(2)

**Mail tax settlement to:**

District Administrator  
 Kohler School District  
 333 Upper Rd  
 Kohler, WI 53044

**CITY OF SHEBOYGAN  
R. C. 177-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**DECEMBER 16, 2024.**

Your Committee to whom was referred R. O. No. 86-24-25 by City Clerk submitting a Tax Levy Certification for the 2024-2025 School Year from the Sheboygan Area School District; recommends filing the document.

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. 86-24-25**

**BY CITY CLERK.**

**DECEMBER 2, 2024.**

Submitting a Tax Levy Certification for the 2024-2025 School Year from the Sheboygan Area School District.



**SHEBOYGAN AREA**  
— SCHOOL DISTRICT —

November 7, 2024

City of Sheboygan  
Municipal Clerk - Meredith DeBruin  
828 Center Avenue  
Sheboygan, WI 53081-4442

Dear Ms. DeBruin,

The Board of Education for the Sheboygan Area School District approved the following Tax Levy for the 2024-2025 school year:

School Levy	\$33,976,859.00
Recreation Levy	\$1,356,528.00

Enclosed are the tax levy certifications as assessed against the taxable property of that portion of the school district and/or recreation district lying within your municipality as required by section 120.17(8).

The levy payment must be received in the Business Office by the due date. If there are any questions, please feel free to contact me at 920-459-3955.

Sincerely,

Mark Boehlke  
Assistant Superintendent  
Business and Operational Services

Enclosure (1)

**Department of Business and Operational Services**

3330 Stahl Road • Sheboygan, WI 53081 • **PHONE:** 920-459-3523 • **FAX:** 920-459-6714





**Instructions:** This form must be signed in the presence of a notary public, and delivered to the clerk of each municipality having territory within the school district on or before **November 10** (Ref Wisconsin Statute s.120.12(3))

Item 16.

## 2024-2025 School Year

① Municipal Clerk: **MEREDITH DEBRUIN**  
 828 CENTER AVE  
 SHEBOYGAN, WI 53081-4442

② Municipality: City of Sheboygan

③ County: Sheboygan

The levy is distributed using the same percentage as the equalized valuation.

	Entire School District	Portion of School District Lying Within Municipality
	Column 1	Column 2
④ Equalized Valuation (TID Out) Tax Apportionment (October Certification)	\$6,245,301,660.00	\$4,242,894,292.00
⑤ Percent of Entire School District	100.000000%	67.937380%
⑥ <b>Total Levy</b>	\$33,976,859.00	<b>\$23,124,085.29</b>

### CERTIFICATION

**I HEREBY CERTIFY** the amount shown on Line 6, Column 2, above, to be assessed against the taxable property of that portion of the school district lying within the municipality, as required by s. 120.17(8). The state superintendent, pursuant to s. 120.06, has certified to me the equalized valuations shown on Line 4, which I have used to determine the portion of the school district levy to be paid by the municipality.

<b>F R O M</b>	Name of School District	School District Clerk
	Sheboygan Area School District (5271)	Susan Hein
	Signature of School District Clerk	<i>[Signature]</i>
	Signature of Notary Public	<i>Jennifer J. Heus</i>
NOTARY SEAL	Signed before me this date	My Commission Expires
	11/7/2024	9/13/2027

Wisconsin Statutory References:  
 s. 120.17(8)  
 s. 120.44  
 s. 121.06(2)

**Mail tax settlement to:** District Administrator  
 Sheboygan Area School District  
 3330 Stahl Rd  
 Sheboygan, WI 53081

STATE OF WISCONSIN  
POLYMER LETTERS  
RESEARCH CENTER

10/1/78

10/1/78





Per §74.09(3)(db) a school board is required to report any tax levies that exceed its annual revenue limit on a result of a successful referendum to exceed the limit on a non-permanent basis. State law requires the levies associated with all debt and non-recurring operation referendums passed after December 31, 2014 to be listed separately. The property tax bill must also include the year in which the non-permanent referendum to exceed the revenue limit no longer applies. Item 16.

## 2024-2025 School Year

**List of approved 2024-2025 debt and non-recurring operating referenda which will allow the district to exceed its revenue limit on a non-permanent basis.**

Municipal Clerk: **MEREDITH DEBRUIN**  
 828 CENTER AVE  
 SHEBOYGAN, WI 53081-4442

Municipality: City of Sheboygan  
 County: Sheboygan

School District: Sheboygan Area School District (5271)  
 School District Clerk: Susan Hein

Referenda ID	Vote Date	Type	Year Expires	Total Referendum Amount	2024-2025 Levy Amount due to Referendum	Percent of Entire School District	2024-2025 Amount due to Referendum for Taxation District
RF-3992	11/08/2016	Issue Debt	2035	\$29,000,000.00	\$453,215.00	67.937380%	\$307,902.39
RF-5958	11/05/2024	Issue Debt	2047	\$121,000,000.00	\$5,792,301.00	67.937380%	\$3,935,137.51

**CITY OF SHEBOYGAN  
R. C. 175-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**DECEMBER 16, 2024.**

Your Committee to whom was referred Direct Referral R. O. No. 92-24-25 by Finance Director Kaitlyn Krueger submitting the 2025 Business Improvement District (BID) Statement of Purpose, dated December 4, 2024, the BID's 2025 Operating Budget, and 2024 Special Assessment Listing; recommends filing the document.

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. 92-24-25  
DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE**

**BY FINANCE DIRECTOR KAITLYN KRUEGER.**

**DECEMBER 9, 2024.**

Submitting the 2025 Business Improvement District (BID) Statement of Purpose, dated December 4, 2024, the BID's 2025 Operating Budget, and 2024 Special Assessment Listing.



# 2025 Statement of Purpose & Budget

Presented to the Executive Committee  
December 2, 2024

Approved by the Board of Directors  
December 3, 2024

Submitted to the City of Sheboygan  
December 4, 2024



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## **BID STATEMENT OF PURPOSE**

Wisconsin State Statute 66.1109 creates a financial tool that allows a municipality to levy a special assessment on property owners within a defined Business Improvement District (BID) upon petition of those property owners. The property owners in the BID district then use the assessment resources to maintain and enhance their business environment.

Property owners join with a municipality to create a BID in order to establish a strong organizational structure where individual concerns, as well as group goals can be addressed. Property owners maintain a direct role within the district, coordinating the use of funds from the pooled assessment, and implementing plans for the development, operation, maintenance and promotion of the BID area.

The Harbor Centre concept formed in 1990 was developed to utilize the historic strengths of the City - the lakefront, riverfront, and downtown. The concept recognizes the need for a coordinated development and marketing approach for the central part of Sheboygan. The concept coordinates and integrates public and private development, traffic and pedestrian circulation, parking, signage, lighting, and landscaping.

The Harbor Centre concept recognizes the individual identity of the downtown, riverfront, and lakefront and builds on the assets of each area. The BID is an important tool that will assist in the implementation of the Harbor Centre Master Plan, Sheboygan's Downtown Districts Plan, and any subsequent plans that impact or include the BID. Further, the BID will foster a positive image for the businesses within Harbor Centre and for the businesses within Harbor Centre and for the community as a whole. A prosperous central area (Harbor Centre) is as important as good schools, good parks, and good roads.

The BID funds will be used to support community and member-driven events and activities taking place in the district, provide streetscape beautification and enhancement, and support investments in the infrastructure and functionality of the district.



# BID BENEFICIARIES

The BID program is designed so that it benefits all business interests within the district.

**RETAILERS:** Money generated through the BID assessment is used to support programs that enhance the business climate in the Harbor Centre.

A comprehensive support program reinforces the existing promotional programs and supports members in creating new programs. Retailers benefit from promotions, traffic and a feeling of vitality created in the central area.

Retail establishments located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active district reflects positively on the businesses and improves each customer's experience.

**SERVICES PROVIDERS:** Service providers benefit from the proposed promotional activities as some of these events enhance the service industry as well.

Service providers located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active district reflects positively on the businesses and improves each customer's experience.

**INDUSTRIAL FIRMS:** Industrial firms located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active business reflects positively on a corporate image.

In addition, BID promotional events will provide a source of recreation and entertainment for employees before and after work and during lunch breaks.

**PROPERTY OWNERS:** Property owners benefit from the BID. Promotional and design programs increase the vitality in the area which, in turn, results in increased property values. Programs that bring increased interest and traffic to the area that are created and supported by the BID impact owners of vacant properties by increasing desirability of the district and exposing the public to available properties.



## **BID BOARD OF DIRECTORS**

The Board of Directors will manage the Business Improvement District. The Board will meet on a regular basis and will establish an executive committee to oversee the day-to-day activities of the BID. The Board will implement the operating plan and prepare annual reports on the district. The Board will also conduct an annual review and make necessary changes.

The Board shall consist of 12 members in size for two year staggered terms and are composed of five business agents, representing owners of commercial businesses in the district; six property owners, one at large member and one government member, representing the City of Sheboygan, all of whom are appointed by the Mayor and confirmed by the Common Council of the City of Sheboygan.

Board members should be representative of different areas within the district, including representation from a mix of business types. In addition, the Board may choose to have non-voting members representing co-beneficial partner organizations such as the Visit Sheboygan and Sheboygan County Economic Development Corporation.





## BID GOALS AND OBJECTIVES

1. **MARKETING.** The BID will **continue** marketing efforts through social media, promotional assistance for key events, and the creation of promotional assets (i.e. destination itineraries, maps, photography). These elements will assist with marketing the BID to Sheboygan residents and visitors throughout the year.
2. **EVENTS.** The BID will **support** key, collaborative, seasonal events to assist with coordination. Coordination includes working with BID business and other resources such as the City of Sheboygan Department of Public Works to plan for and execute events. Opportunities to connect with or expand existing events will be explored to leverage foot traffic and impact throughout the BID.
3. **COMMUNICATION.** The BID will continue creating transparent operations and communication with BID members to expand awareness, increase member engagement, and improve two-way communication between BID members and the Board of Directors and its committees.
4. **PARTNERSHIPS.** The BID aims to create synergy and efficiency through the enhancement of mutually beneficial connections with key local organizations, such as Visit Sheboygan, the City of Sheboygan, the Sheboygan County Chamber of Commerce, Sheboygan County Economic Development Corporation and others. These partnerships will help maximize resources, support the efficiency and effectiveness of these organizations, and will connect BID members to external opportunities to learn and grow.
5. **PLACEMAKING.** The BID will work to create a beautiful and enticing business district through supporting infrastructure and beautification efforts, and continuing to develop plans to improve the physical appearance and connectivity of the BID. Placemaking efforts will increase vibrancy by creating a welcoming atmosphere that connects locals and visitors to the BID.
6. **ADVOCACY.** The BID will connect with members to identify opportunities for processes or policies (e.g. outdoor seating). **The BID will advocate for its members with partners such as the City of Sheboygan to advance or implement these processes or policies. Accountability will be part of committee and Board meetings to ensure progress.**



## **BID SPECIAL ASSESSMENT AND EXEMPTIONS**

The activities proposed in this operating plan will be funded through annual special assessments. Assessments to meet the BID budget will be levied against each property within the district based on its most recent assessed value. Those properties which are used for commercial purposes and those used exclusively for manufacturing will be eligible for assessment.

The proposed BID assessment is \$2.78 per \$1,000 of assessed valuation. The property owners on leased City land will be assessed on the basis of the assessed value of their improvements on the property. In addition, the following minimums and maximums will apply

- a.) BID fee would be a minimum of \$250.00
- b.) BID fee would be a maximum of \$8,000.00

Real property used exclusively for residential purposes will not be assessed as required by Wisconsin Statute 66.1109. Properties which are exempt for paying property taxes such as public utilities, non-profit organizations, religious institutions, and governmental bodies are also exempt from the special assessment.



# BID OPERATING BUDGET

	Projected 2025
<b>Income</b>	
4000 Special Assessment - Reserve	190,000.00
<b>Total Income</b>	<b>190,000.00</b>
<b>Gross Profit</b>	<b>190,000.00</b>
<b>Expenses</b>	
5000 Operations	
5501 Office Supplies and Software	3,675.29
5516 Audit and Accounting	1,224.75
5517 Bank Fees	79.49
5521 Insurance	632.50
Subcontractors	
BID Manager	65,000.00
Management Fee	28,500.00
5570 Subcontractors	93,500.00
5580 Rent	
5650 Engagement	4,475.91
5651 Print Ads	2,822.10
5654 Website	2,220.83
5655 Printing	0.00
5700 Development	153.50
Total 5000 Operations	108,784.36
6000 Miscellaneous	



7000 Event and Marketing	
701 Marketing and Promotion	20,000.00
7400 Event Support	14,930.50
7500 Photography	
7700 Event Grants	5,000.00
Total 7000 Event and Marketing	39,930.50
8000 Major District Investments	
8400 Placemaking and Beautification Grants	0.00
8534 Winter Decorations	13,000.00
8700 Major District Projects	10,000.00
8810 Summer Decorations	17,000.00
Total 8000 Major District Investments	40,000.00
<b>Total Expenses</b>	<b>188,714.86</b>
<b>Net Operating Income</b>	<b>1,285.14</b>
<b>Net Income</b>	<b>1,285.14</b>

City of Sheboygan

**BID Assessment District Properties**

Tax Key Number	Property Address	Property Owner	Mailing Address	City, State	Zip Code	2024 Value	Tax Class	2024 Assesment Rate	2024 Assessment
59281106040	721 Ontario Ave	Friendship House Inc	721 Ontario Ave	Sheboygan, WI	53081-4015	\$0	Exempt other	2.78	-
59281106050	931 N 8th St	Chamberlain World Trade, LLC	1099 Creeks Cross Ct	Kohler, WI	53044-1347	\$1,111,800	Commercial	2.78	3,090.80
59281106070	925 N 8th St	Richard W Rupp Inc	925 N 8th St	Sheboygan, WI	53081-4004	\$451,500	Commercial	2.78	1,255.17
59281106080	919 N 8th St	The Rudnick Group, LLC	919 N 8th St	Sheboygan, WI	53081-4004	\$334,300	Commercial	2.78	929.35
59281106100	909 N 8th St	Niagara LLC	909 N 8th St Ste 110	Sheboygan, WI	53081-4056	\$2,191,100	Commercial	2.78	6,091.26
59281106110	722 Niagara Ave	Redevelopment Authority of Sheboygan	828 Center Ave Ste 104	Sheboygan, WI	53081-4466	\$0	Exempt local	2.78	-
59281106115	708 Niagara Ave	Sheboygan Gsrs LLC	708 Niagara Ave	Sheboygan, WI	53081-4027	\$3,669,200	Commercial	2.78	8,000.00
59281106160	930 N 8th St	City of Sheboygan	828 Center Ave Ste 210	Sheboygan, WI	53081-4442	\$1,144,100	Commercial	2.78	3,180.60
59281106170	Ontario Ave	Sheboygan Area School District	830 Virginia Ave	Sheboygan, WI	53081	\$0	Exempt local	2.78	-
59281106190	Ontario Ave	City of Sheboygan	828 Center Ave Ste 210	Sheboygan, WI	53081-4442	\$61,300	Commercial	2.78	250.00
59281106200	909 N 9th St	Sheboygan Area School District	830 Virginia Ave	Sheboygan, WI	53081	\$0	Exempt local	2.78	-
59281106210	822 Niagara Ave	Darrow Properties, LLC	822 Niagara Ave	Sheboygan, WI	53081	\$372,200	Commercial	2.78	1,034.72
59281106220	816 Niagara Ave	Parking Utility City of Sheboygan	608 S Commerce St	Sheboygan, WI	53081-4356	\$0	Exempt local	2.78	-
59281106230	902 N 8th St	Above & Beyond Corp	902 N 8th St	Sheboygan, WI	53081-4005	\$0	Exempt other	2.78	-
59281106380	904 N 9th St	Trinity Evangelical Lutheran Church	824 Wisconsin Ave	Sheboygan, WI	53081-4030	\$0	Exempt other	2.78	-
59281107120	826 N 8th St	Sheboygan Community Theatre Foundatior	826 N 8th St	Sheboygan, WI	53081-4021	\$0	Exempt other	2.78	-
59281107150	832 N 8th St	Weill Center Foundation Inc	826 N 8th St	Sheboygan, WI	53081-4021	\$172,100	Commercial	2.78	478.44
59281107190	824 Wisconsin Ave	Trinity Ev Luth Cong	824 Wisconsin Ave	Sheboygan, WI	53081-4030	\$0	Exempt other	2.78	-
59281107200	804 N 8th St	Fifth Generation Properties, LLC	PO Box 444	Sheboygan, WI	53082-0444	\$460,300	Commercial	2.78	1,279.63
59281107210	816 N 8th St	Sheboygan Community Theatre Foundatior	826 N 8th St	Sheboygan, WI	53081-4021	\$0	Exempt other	2.78	-
59281107230	N 8th St	Niagara LLC	909 N 8th St Ste 110	Sheboygan, WI	53081-4056	\$70,500	Commercial	2.78	250.00
59281107270	809 N 8th St	Thomas J. Kohlbeck	1300 N State Pkwy Apt 101	Chicago, IL	60610-8654	\$619,000	Commercial	2.78	1,720.82
59281107260	821 N 8th St	Black Pig Elkhart Lake LLC	821 N 8th St	Sheboygan, WI	53081-4020	\$1,028,700	Commercial	2.78	2,859.79
59281107280	801 N 8th St	Homepride LLC	108 N Kohler St	Whitelaw, WI	54247-9429	\$302,300	Commercial	2.78	840.39
59281107330	709 N 8th St	Samuel A. Walker	2735 N 31st Pl	Sheboygan, WI	53083	\$445,500	Commercial	2.78	1,238.49
59281107340	701 N 8th St	Park Place Holdings, LLC	1674 Eisenhower Rd	Depere, WI	54115-8145	\$594,600	Commercial	2.78	1,652.99
59281107370		City of Sheboygan	828 Center Ave Ste 105	Sheboygan, WI	53081-4442	\$0	Exempt local	2.78	-
59281107420	825 Wisconsin Ave	Parking Utility City of Sheboygan	608 S Commerce St	Sheboygan, WI	53081-4356	\$0	Exempt local	2.78	-
59281107430	703 N 9th St	Ashling Properties, LLC	PO Box 555	Thiensville, WI	53092	\$154,100	Commercial	2.78	428.40
59281107440	710 N 8th St	City of Sheboygan Mead Public Library	828 Center Ave	Sheboygan, WI	53081-4442	\$0	Exempt local	2.78	-
59281107531	730 N 9th St	Marine Credit Union	811 Monitor St Ste 100	La Crosse, WI	54603-3101	\$203,700	Commercial	2.78	566.29
59281107920	8th St	Eighth Street Investments LLC	5210 Vanguard Dr	Sheboygan, WI	53083-6056	\$53,100	Commercial	2.78	250.00
59281107960	813 New York Ave	Eighth Street Investments LLC	5210 Vanguard Dr	Sheboygan, WI	53083-6056	\$86,200	Commercial	2.78	250.00
59281107970	815 New York Ave	815 New York Ave Sheboygan, LLC	W4384 Lake Dr	Waldo, WI	53093-1536	\$266,800	Commercial	2.78	741.70
59281108000	New York Ave	City of Sheboygan	828 Center Ave Ste 105	Sheboygan, WI	53081-4442	\$0	Exempt local	2.78	-
59281108010	827 New York Ave	City of Sheboygan	828 Center Ave Ste 105	Sheboygan, WI	53081-4442	\$0	Exempt local	2.78	-
59281108020	833 New York Ave	City of Sheboygan Fire Station -- No 1	828 Center Ave	Sheboygan, WI	53081-4442	\$0	Exempt local	2.78	-
59281107980	817 New York Ave	Andrew J. Hahn	10707 State Rd 42	Newton, WI	53063-9510	\$325,100	Commercial	2.78	903.78
59281107990	819 New York Ave	Ashley Moore/Colt Joosse	3204 S 9th St	Sheboygan, WI	53081-6913	\$153,100	Commercial	2.78	425.62
59281108060	715 New York Ave	Redevelopment Authority of Sheboygan	828 Center Ave Ste 104	Sheboygan, WI	53081-4466	\$0	Exempt local	2.78	-

59281108100	723 New York Ave	Kramer Holdings LLC	3801 N 12th St	Sheboygan, WI	53083-3012	\$272,500	Commercial	2.78	Item 17.
59281108105	618 N 7th St	Testwuide, Konrad C & Mary S Testwuide	1236 Riverview Dr	Sheboygan, WI	53083-3001	\$394,900	Commercial	2.78	1,097.82
59281108110	631 N 8th St	Cck Properties II LLC	15380 Kata Dr	Elm Grove, WI	53122-1027	\$475,200	Commercial	2.78	1,321.06
59281108120	627 N 8th St	Past Present Future LLC %Pitsch, John R	4140 N 31st St	Sheboygan, WI	53083-2019	\$170,600	Commercial	2.78	474.27
59281108130	625 N 8th St	Casper Enterprises LLC	625 N 8th St	Sheboygan, WI	53081-4502	\$253,500	Commercial	2.78	704.73
59281108140	623 N 8th St	Luce Egg Inc	623 N 8th St	Sheboygan, WI	53081-4502	\$137,300	Commercial	2.78	381.69
59281108150	621 N 8th St	Duck Family Assets, LLC	1919 N 6th St	Sheboygan, WI	53081-2709	\$131,400	Commercial	2.78	365.29
59281108160	617 N 8th St	Sunny Shore Properties LLC	2718 Northview Rd Unit 21	Waukesha, WI	53188-2034	\$443,800	Commercial	2.78	1,233.76
59281108170	605 N 8th St	8 Center Holdings, LLC	172 N Broadway 2nd	Milwaukee, WI	53202-6015	\$1,440,000	Commercial	2.78	4,003.20
59281108180	N 8th St	8 Center Holdings, LLC	172 N Broadway 2nd	Milwaukee, WI	53202-6015	\$123,100	Commercial	2.78	342.22
59281108210	Center Ave	8 Center Holdings, LLC	172 N Broadway 2nd	Milwaukee, WI	53202-6015	\$46,800	Commercial	2.78	250.00
59281108230	723 Center Ave	Rahil LLP	723 Center Ave	Sheboygan, WI	53081-4691	\$1,372,900	Commercial	2.78	3,816.66
59281108250	N 8th St	David M. Haneman	836 Dillingham Ave	Sheboygan, WI	53081-6030	\$16,800	Commercial	2.78	250.00
59281108260	513 N 8th St	James T. Passmore	1422 N 10th St	Sheboygan, WI	53081-3332	\$155,700	Commercial	2.78	432.85
59281108270	511 N 8th St	Jacqueline L. Carney	511 N 8th St	Sheboygan, WI	53081-4401	\$219,600	Commercial	2.78	610.49
59281108280	509 N 8th St	Mavericks Barbershop LLC	N4489 State Rd 32	Sheboygan Falls, WI	53085-2710	\$135,600	Commercial	2.78	376.97
59281108380	520 N 8th St	Holdings By Tj LLC	918 Mead Ave	Sheboygan, WI	53081-6362	\$282,000	Commercial	2.78	783.96
59281108390	522 N 8th St	Sheb Retail, LLC	2808 Kohler Memorial Dr Ste 1	Sheboygan, WI	53081-3166	\$128,300	Commercial	2.78	356.67
59281108400	526 N 8th St	Sheb Retail, LLC	2808 Kohler Memorial Dr Ste 1	Sheboygan, WI	53081-3166	\$290,800	Commercial	2.78	808.42
59281108410	532 N 8th St	Tech Hub, LLC	3122 N 7th St	Sheboygan, WI	53083-4241	\$497,800	Commercial	2.78	1,383.88
59281108470	818 Pennsylvania Ave	Heartland Affordable Housing - Sheboygan	2418 Crossroads Dr Ste 2400	Madison, WI	53718-2424	\$348,200	Commercial	2.78	968.00
59281108500	816 Pennsylvania Ave	Elisa M. Kistner	N5597 Kathryn Dr	Plymouth, WI	53073-3735	\$146,700	Commercial	2.78	407.83
59281108510	814 Pennsylvania Ave	Kevin R. Swanson	215 Superior Ave	Sheboygan, WI	53081-2957	\$79,400	Commercial	2.78	250.00
59281108530	502 N 8th St	502 North 8th LLC	502 N 8th St	Sheboygan, WI	53081-4402	\$470,800	Commercial	2.78	1,308.82
59281108550	506 N 8th St	Thomas R. Nicla	1231 Carmen Ave	Sheboygan, WI	53081-7614	\$81,900	Commercial	2.78	250.00
59281108560	508 N 8th St	Slys Real Estate LLC	1652 Riverdale Ave	Sheboygan, WI	53081-8046	\$203,200	Commercial	2.78	564.90
59281108570	510 N 8th St	Mjm Miller Holdings LLC	1905 N 2nd St	Sheboygan, WI	53081-2917	\$147,400	Commercial	2.78	409.77
59281108580	512 N 8th St	Taylor Properties, LLC	618 Roosevelt Rd	Kohler, WI	53044-1618	\$163,200	Commercial	2.78	453.70
59281108590	514 N 8th St	Taylor Properties, LLC	618 Roosevelt Rd	Kohler, WI	53044-1618	\$106,700	Commercial	2.78	296.63
59281108600	516 N 8th St	James M. Petr	8900 N Upper River Ct	River Hills, WI	53217-1050	\$233,100	Commercial	2.78	648.02
59281108630	908 Pennsylvania Ave	Mueller Real Estate North LLC	4928 Moenning Rd	Sheboygan, WI	53081-8502	\$180,200	Commercial	2.78	500.96
59281108780	927 Pennsylvania Ave	Sierra General Properties LLC	1234 New York Ave	Sheboygan, WI	53081-3903	\$158,800	Commercial	2.78	441.46
59281108790	931 Pennsylvania Ave	Redevelopment Authority of Sheboygan	828 Center Ave Ste 104	Sheboygan, WI	53081-4466	\$0	Exempt local	2.78	-
59281108890	502 S 8th St	Lakeview Beverages Inc	N637 6 Mile Rd	Cedar Grove, WI	53013-1402	\$1,213,500	Commercial	2.78	3,373.53
59281109140	733 Pennsylvania Ave	Larmy Holdings LLC	733 Pennsylvania Ave	Sheboygan, WI	53081-4644	\$225,800	Commercial	2.78	627.72
59281108940	815 Pennsylvania Ave	City of Sheboygan	828 Center Ave Ste 105	Sheboygan, WI	53081-4442	\$0	Exempt local	2.78	-
59281108950	827 Pennsylvania Ave	R & G Holdings LLC	820 Pheasant Run Ct W	Port Orange, FL	32127-1141	\$187,300	Commercial	2.78	520.69
59281108960	833 Pennsylvania Ave	Jcb Management Group, LLC	PO Box 389	Menasha, WI	54952-0389	\$633,900	Commercial	2.78	1,762.24
59281109030		City of Sheboygan	828 Center Ave Ste 105	Sheboygan, WI	53081-4442	\$0	Exempt local	2.78	-
59281109070	532 S 8th St	Sheb Retail, LLC	2808 Kohler Memorial Dr Ste 1	Sheboygan, WI	53081-3166	\$392,100	Commercial	2.78	1,090.04
59281109080	522 S 8th St	Pesto LLC WI Ltd Liability Co	522 S 8th St	Sheboygan, WI	53081-4404	\$519,000	Commercial	2.78	1,442.82
59281109120	Pennsylvania Ave	7 Penn Holdings, LLC	172 N Broadway 2nd	Milwaukee, WI	53202-6015	\$114,500	Commercial	2.78	318.31
59281109150	505 S 8th St	JC Freedom Investments, LLC	4015 S Avon Dr	New Berlin, WI	53151	\$169,600	Commercial	2.78	471.49
59281109180	511 S 8th St	Pesto LLC	522 S 8th St	Sheboygan, WI	53081-4404	\$538,700	Commercial	2.78	1,497.59

59281109200	531 S 8th St	Heartland Affordable Housing - Sheboygan	2418 Crossroads Dr Ste 2400	Madison, WI	53718-2423	\$956,300	Commercial	2.78	2, <span style="border: 1px solid black; padding: 2px;">Item 17.</span>
59281109220	615 Pennsylvania Ave	Prairie on the Lake LLC	35 E Wacker Dr Ste 3200	Chicago, IL	60601-2102	\$2,655,500	Commercial	2.78	7,382.29
59281109235	Riverfront Dr	Prairie on the Lake LLC	35 E Wacker Dr Ste 3200	Chicago, IL	60601-2102	\$391,700	Commercial	2.78	1,088.93
59281109510	539 Riverfront Dr	539 Riverfront, LLC	909 N 8th St Ste 110	Sheboygan, WI	53081-4056	\$509,300	Commercial	2.78	1,415.85
59281109513	635 Riverfront Dr	Holbrook, William H Holbrook Trust	7722 Wheeler Island Rd	Three Lakes, WI	54562-9260	\$314,600	Commercial	2.78	874.59
59281109515	641 Riverfront Dr Unit A	Holbrook, William H Holbrook Trust	7722 Wheeler Island Rd	Three Lakes, WI	54562-9260	\$172,800	Commercial	2.78	480.38
59281109514	631 Riverfront Dr	Eileen Simenz/Salon Sase LLC	1117 Partridge run	Sheboygan Fls, WI	53085-1846	\$307,400	Commercial	2.78	854.57
59281109516	641 Riverfront Dr Unit B	Holbrook, William H Holbrook Trust	7722 Wheeler Island Rd	Three Lakes, WI	54562-9260	\$166,300	Commercial	2.78	462.31
59281109517	641 Riverfront Dr Unit C	The Brass Bell LLC	641 Riverfront Dr	Sheboygan, WI	53081-4634	\$247,100	Commercial	2.78	686.94
59281109580	621 S 8th St	Sheboygan County Chamber of Commerce	621 S 8th St	Sheboygan, WI	53081-4405	\$407,400	Commercial	2.78	1,132.57
59281109590	615 S 8th St	South Pier Family Investments, Inc	2808 Kohler Memorial Dr Ste 1	Sheboygan, WI	53081	\$2,157,900	Commercial	2.78	5,998.96
59281109640	620 S 8th St	Heartland Affordable Housing-Sheboygan	2418 Crossroads Dr Ste 2400	Madison, WI	53718-2424	\$2,035,600	Commercial	2.78	5,658.97
59281109840	701 S 8th St	Studio Lane LLC	1712 N 4th St	Sheboygan, WI	53081-2822	\$243,800	Commercial	2.78	677.76
59281109860	729 S 8th St	Martin Automotive Inc	729 S 8th St	Sheboygan, WI	53081-4484	\$808,700	Commercial	2.78	2,248.19
59281109920	705 Riverfront Dr	City of Sheboygan	828 Center Ave Ste 105	Sheboygan, WI	53081-4442	\$2,104,300	Commercial	2.78	5,849.95
59281109925	733 Riverfront Dr	Riverfront Bait & Tackle Inc	733 Riverfront Dr	Sheboygan, WI	53081-4630	\$144,400	Commercial	2.78	401.43
59281109960	809 S 8th St	KBP Properties LLC	1526 Indiana Ave	Sheboygan, WI	53081-4853	\$115,800	Commercial	2.78	321.92
59281109970	813 S 8th St	Eighth Street Properties, LLC	PO Box 871	Sheboygan, WI	53082-0871	\$143,500	Commercial	2.78	398.93
59281109980	823 S 8th St	Rrg East LLC	N6715 Cardinal Dr	Sheboygan, WI	53083-2332	\$393,400	Commercial	2.78	1,093.65
59281109990	828 Riverfront Dr	Schwarz Fish Company	3028 S 9th St	Sheboygan, WI	53081-6997	\$82,800	Commercial	2.78	250.00
59281110105	905 S 8th St	City of Sheboygan	828 Center Ave Ste 105	Sheboygan, WI	53081-4442	\$726,600	Commercial	2.78	2,019.95
59281110440	636 Wisconsin Ave	City of Sheboygan	828 Center Ave Ste 105	Sheboygan, WI	53081-4442	\$3,567,400	Commercial	2.78	8,000.00
59281110510	N 6th St	Creation & Preservation Partners Inc	608 New York Ave	Sheboygan, WI	53081-4507	\$0	Exempt other	2.78	-
59281110520	630 N 6th St	A T & T Corp % at&T Property Tax Dept	PO Box 1329	Morristown, NJ	07962-1329	\$0	Exempt state	2.78	-
59281110530		Creation & Preservation Partners Inc	608 New York Ave	Sheboygan, WI	53081-4507	\$0	Exempt other	2.78	-
59281110540		Creation & Preservation Partners Inc	608 New York Ave	Sheboygan, WI	53081-4507	\$0	Exempt other	2.78	-
59281110550	1405 N 6th St	Creation & Preservation Partners Inc	608 New York Ave	Sheboygan, WI	53081-4507	\$0	Exempt other	2.78	-
59281110560	631 New York Ave	Ameritech %Abraham, Lee Rm36-M-01	1 Bell Ctr	Saint Louis, MO	63101-3004	\$0	Exempt other	2.78	-
59281110570		Sheboygan Press, LLC	901 S 70th St	Milwaukee, WI	53214-3100	\$42,000	Commercial	2.78	250.00
59281110580	632 Center Ave	Sheboygan Press, LLC	901 S 70th St	Milwaukee, WI	53214-3100	\$4,455,900	Commercial	2.78	8,000.00
59281110600	602 N 6th St	Aljoco	602 N 6th St	Sheboygan, WI	53081-4613	\$404,300	Commercial	2.78	1,123.95
59281110610	608 N 6th St	HKK Properties,, LLC	PO Box 485	Random Lake, WI	53075	\$274,200	Commercial	2.78	762.28
59281110620	614 N 6th St	Barbara J. Kirchner	4022 Kruschke Ave	Sheboygan, WI	53081-3067	\$199,900	Commercial	2.78	555.72
59281110640	605 Center Ave	Positive Impact Properties, LLC	2533 W Saint Johns Way	Oak Creek, WI	53154-6221	\$242,500	Commercial	2.78	674.15
59281110650	Center Ave	Aljoco	602 N 6th St	Sheboygan, WI	53081-4613	\$17,700	Commercial	2.78	250.00
59281110660	Center Ave	Aljoco	602 N 6th St	Sheboygan, WI	53081-4613	\$14,500	Commercial	2.78	250.00
59281110670	Center Ave	Sheboygan Press, LLC	901 S 70th St	Milwaukee, WI	53214-3100	\$63,000	Commercial	2.78	250.00
59281110690	611 Center Ave	First Wis Natl Bank	PO Box 460169	Houston, TX	77056-8169	\$281,400	Commercial	2.78	782.29
59281111070	505 Pennsylvania Ave	City of Sheboygan Rotary Riverview Park	828 Center Ave	Sheboygan, WI	53081-4442	\$0	Exempt local	2.78	-
59281112955	712 Riverfront Dr Unit B	William A. Gottsacker	712 Riverfront Dr	Sheboygan, WI	53081-4665	\$466,300	Commercial	2.78	1,296.31
59281321310	725 Blue Harbor Dr	Sheboygan Acquisitions LLC New Frontiers	725 Blue Harbor Dr	Sheboygan, WI	53081-4982	\$15,875,400	Commercial	2.78	8,000.00
59281322022	802 Blue Harbor Dr	Sheboygan Acquisitions, LLC	1111 Willis Ave	Wheeling, IL	60090-5816	\$1,500,600	Commercial	2.78	4,171.67
59281322025	410 S Pier Dr	Redevelopment Authority of Sheboygan	828 Center Ave Ste 104	Sheboygan, WI	53081-4466	\$0	Exempt local	2.78	-
59281322026	528 S Pier Dr	Mackximus LLC	1433 N Water St Ste 400	Milwaukee, WI	53202-2603	\$200,800	Commercial	2.78	558.22

59281322020	682 S Pier Dr	Dayeseye LLC	3950 N 28th St	Sheboygan, WI	53083-2072	\$400,800	Commercial	2.78	1,783.13
59281322021	534 S Pier Dr	Mackximus LLC	1433 N Water St Ste 400	Milwaukee, WI	53202-2603	\$281,700	Commercial	2.78	493.45
59281323510	510 S Pier Dr	South Pier Hospitality Group, LLC	518 S Pier Dr	Sheboygan, WI	53081-4991	\$177,500	Commercial	2.78	502.35
59281323515	524 S Pier Dr	Spartacus Properties LLC	470 Woodlake Rd	Kohler, WI	53044-1314	\$180,700	Commercial	2.78	448.14
59281323516	522 S Pier Dr	Erika M. Dominguez	W1784 Highview Ct	Sheboygan, WI	53083-1622	\$161,200	Commercial	2.78	532.09
59281323517	518 S Pier Dr	South Pier Hospitality Group, LLC	518 S Pier Dr	Sheboygan, WI	53081-4991	\$191,400	Commercial	2.78	411.72
59281323640	640 S Pier Dr	Heitzmann Enterprises LLC	640 S Pier Dr	Sheboygan, WI	53081-4986	\$148,100	Commercial	2.78	250.00
59281323642	642 S Pier Dr	CMEInvest, LLC	2420 Elm Ave	Sheboygan, WI	53081-5528	\$81,100	Commercial	2.78	250.00
59281323646	646 S Pier Dr	CMEInvest, LLC	2420 Elm Ave	Sheboygan, WI	53081-5528	\$73,500	Commercial	2.78	271.33
59281323659	652 S Pier Dr	CMEInvest, LLC	2420 Elm Ave	Sheboygan, WI	53081-5528	\$97,600	Commercial	2.78	3,585.37
59281505750	820 Indiana Ave	HH2 Properties LLC	7722 W Hawthorne Rd	Mequon, WI	53097-2006	\$1,289,700	Commercial	2.78	1,257.39
59281322028	322 S Pier Dr	Harbor Pointe Miniature Golf LLC	N7370 County Rd M	Plymouth, WI	53073-4800	\$452,300	Commercial	2.78	1,338.85
59281322029	422 S Pier Dr	JNF Buildings LLC	422 S Pier Dr	Sheboygan, WI	53081-4992	\$481,600	Commercial	2.78	1,189.28
59281322011	434 S Pier Dr	R & M Moeller LLC	434 S Pier Dr	Sheboygan, WI	53081-4992	\$427,800	Commercial	2.78	1,996.32
59281322033	342 S Pier Dr	Grateful Properties, LLC	342 S Pier Dr	Sheboygan, WI	53081-4984	\$718,100	Commercial	2.78	-
59281322032	S Pier Dr	Redevelopment Authority of Sheboygan	828 Center Ave Ste 104	Sheboygan, WI	53081-4466	\$0	Exempt local	2.78	-
59281108031	828 Center Ave	City of Sheboygan City Hall	828 Center Ave	Sheboygan, WI	53081-4442	\$0	Exempt local	2.78	-
59281322034	668 S Pier Dr	Prohibition Bistro 668 LLC	4024 State Highway 42	Sheboygan, WI	53083-2032	\$381,000	Commercial	2.78	1,059.18
59281322035	676 S Pier Dr	Dan Welsch	4022 N 51st St	Sheboygan, WI	53083-5605	\$290,300	Commercial	2.78	807.03
59281322037	S Pier Dr	Prohibition Bistro 668 LLC	4024 State Highway 42	Sheboygan, WI	53083-2032	\$18,300	Commercial	2.78	250.00
59281107312	734 N 7th St Unit 102	Eighth Street Sheboygan Housing Corp	2 Science Ct	Madison, WI	53711-1088	\$10,561,700	Commercial	2.78	8,000.00
59281108301	501 N 8th St	Sheb Retail, LLC	2808 Kohler Memorial Dr Ste 1	Sheboygan, WI	53081-3166	\$742,000	Commercial	2.78	2,062.76
59281112956	Riverfront Dr	Fond Du Lac Building	712 Riverfront Dr Ste 301	Sheboygan, WI	53081-4665	\$0	Commercial	2.78	-
59281107926	N 8th St	4K Capital Investments LLC	297 W Northland Ave	Appleton, WI	54911-2016	\$44,000	Commercial	2.78	250.00
59281110851	622 Pennsylvania Ave	Ccm Sheboygan 7penn LLC	901 S 70th St	West Allis, WI	53214-3100	\$9,943,400	Commercial	2.78	8,000.00
59281109131	731 Pennsylvania Ave	Foodworks Holdings LLC	522 S 8th St	Sheboygan, WI	53081-4404	\$897,500	Commercial	2.78	2,495.05
59281107952	N 8th St	Eighth Street Condominium Owners in Corr	508 New York Ave Rm 109	Sheboygan, WI	53081-4126	\$0	Commercial	2.78	-
59281107953	632 N 8th St	Eighth Street Investments LLC	5210 Vanguard Dr	Sheboygan, WI	53083-6056	\$261,400	Commercial	2.78	726.69
59281107954	807 New York Ave	Eighth Street Investments LLC	5210 Vanguard Dr	Sheboygan, WI	53083-6056	\$223,300	Commercial	2.78	620.77
59281107955	807 New York Ave	American Orthodontics Corp	3524 Washington Ave	Sheboygan, WI	53081	\$252,300	Commercial	2.78	701.39
59281112957	712 Riverfront Dr Unit A	Long Shot Properties LLC	670 Riverview Dr	Plymouth, WI	53073-1318	\$555,900	Commercial	2.78	1,545.40
59281112958	712 Riverfront Dr Unit C	ABC Real Estate Holdings, LLC	4866 Lynn Dr	Nashville, TN	37211	\$674,700	Commercial	2.78	1,875.67

**Total Assessment      \$      194,773.09**

Item 17.



**CITY OF SHEBOYGAN  
R. C. 190-24-25**

**BY PUBLIC WORKS COMMITTEE.**

**DECEMBER 16, 2024.**

Your Committee to whom was referred Gen. Ord. No. 27-24-25 by Alderpersons Dekker and Ramey placing a stop sign on northbound Lakeshore Drive at the intersection with High Avenue and South 7th Street; 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  
GENERAL ORDINANCE 27-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**DECEMBER 2, 2024.**

AN ORDINANCE placing a stop sign on northbound Lakeshore Drive at the intersection with High Avenue and South 7<sup>th</sup> Street.

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

**SECTION 1:** Pursuant to Section 52-49 of the Sheboygan Municipal Code entitled “Erection Of Official Signs,” stop signs shall be added requiring all traffic to stop at the intersection of Lakeshore Drive, High Avenue, and South 7<sup>th</sup> Street.

**SECTION 2:** The Department of Public Works and the Police Department are hereby authorized and directed to add the signs to give notification of the aforementioned change..

**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 be in effect from and after 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. C. 189-24-25**

**BY PUBLIC WORKS COMMITTEE.**

**DECEMBER 16, 2024.**

Your Committee to whom was referred Gen. Ord. No. 26-24-25 by Alderpersons Dekker and Ramey changing the speed limit on Lakeshore Drive between Washington Avenue and Wilson Avenue from 35 MPH to 25 MPH; 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  
GENERAL ORDINANCE 26-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**DECEMBER 2, 2024.**

AN ORDINANCE changing the speed limit on Lakeshore Drive between Washington Avenue and Wilson Avenue from 35 MPH to 25 MPH.

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

**SECTION 1:** Pursuant to Section 52-49 of the Sheboygan Municipal Code entitled “Erection Of Official Signs,” the speed limit of 35 MPH presently in effect on Lakeshore Drive between Washington Avenue and Wilson Avenue is hereby modified to decrease to 25 MPH.

**SECTION 2:** The Department of Public Works and the Police Department are hereby authorized and directed to add the signs to give notification of the aforementioned change..

**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 be in effect from and after 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. C. 188-24-25**

**BY PUBLIC WORKS COMMITTEE.**

**DECEMBER 16, 2024.**

Your Committee to whom was referred Res. No. 124-24-25 by Alderpersons Dekker and Ramey authorizing a contract with Kaschak Roofing for the roof replacement at Mead Public Library and authorizing a 2024 budget amendment; 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 124-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**DECEMBER 2, 2024.**

A RESOLUTION authorizing a contract with Kaschak Roofing for the roof replacement at Mead Public Library and authorizing a 2024 budget amendment.

WHEREAS, the City of Sheboygan Capital Improvement Plan included the replacement of the Mead Public Library roof; and

WHEREAS, the City of Sheboygan and Mead Public Library previously agreed to splitting the cost of the roof replacement; and

WHEREAS, the Library Fund has previously set aside \$196,000 for the roof replacement in a segregated building maintenance account and has sufficient fund balance to cover the Library’s remaining half of the project; and

WHEREAS, the City received funds through the American Rescue Plan Act (ARPA) that are eligible to be used on the roof replacement project as an investment in the community to promote improved health outcomes such as recreation facilities; and

WHEREAS, Kaschak Roofing responded to the bid request for the project and had the low bid of \$668,750.00; and

WHEREAS, the City of Sheboygan is required to enter into a contract for any ARPA project by December 31, 2024 for work to be completed by December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into a contract with Kaschak Roofing for the roof replacement at Mead Public Library.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to pay for these services via the following 2024 budget amendment:

**INCREASE:**

Capital Project Fund – Culture & Recreation – Building Improvements (Acct. No. 400500-631200)	\$84,375
Capital Project Fund – Fund Equity Applied (Acct. No. 400-493000)	\$84,375
Library Fund – Library – Building Improvements (Acct. No. 255511-631200)	\$334,375
Library Fund – Fund Equity Applied (Acct. No. 255-493000)	\$334,375

BE IT FURTHER RESOLVED: That the Finance Director is authorized to expend the remaining \$250,000 of ARPA funds from Acct. No. 202000-631200 (Federal Grants Fund - ARPA – 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 MEAD  
PUBLIC LIBRARY, SHEBOYGAN WI**

This Agreement (“Agreement”) is made and entered into effective this \_\_\_the day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Kaschak Roofing Inc.(“Contractor”).

WITNESSETH:

- WHEREAS, the City is the owner of Mead Public Library 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 improve upon the appearance of the building: 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**; and
- 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
- WHEREAS, the City has reviewed all of the proposals received and determined that the proposal submitted by the Contractor and included here as **Exhibit #3** 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 & 2** 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, Roofing Consultant as co-representatives 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(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:  
 \$ 668,750.00 for the project as included in the base bid proposal

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

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

**Article 8. Liquidated Damages**

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

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

#### **Article 9. Workmanship and Quality of Materials**

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

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

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

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

#### **Article 10. Safety Requirements**

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

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

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

**Article 11. Open Records**

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

**Article 12. Termination**

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

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

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

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

**Article 13. Default**

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

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

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

**Article 14. Identity of Contractor**

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

**Article 15. Independent Contractor Status**

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

**Article 16. Indemnification**

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

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

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

For the avoidance of doubt, Contractor shall further hold the City, its officials, agents, and employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or 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 in Appendix C to **Exhibit #1**.

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. Federal Terms and Conditions Addendum

(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 Contractor Federal Eligibility**

The City is required to assure that that all Contractor's related to federally funded projects are eligible to perform the services. The proof of that investigation is included hereto as **Exhibit #4**.

### **Article 33. 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:** \_\_\_\_\_

# REQUEST FOR BIDS CITY OF SHEBOYGAN



## MEAD PUBLIC LIBRARY ROOF REPLACEMENT / RESTORATION PROJECT

This Project is being funded through a grant From the United States Government utilizing funds provided through the American Rescue Plan Act-State and Local Fiscal Recovery Fund (ARPA-SLFRF) adopted in March of 2021

+

## **CITY OF SHEBOYGAN - REQUEST FOR BIDS MEAD PUBLIC LIBRARY ROOF REPLACEMENT / RESTORATION PROJECT**

The City of Sheboygan is soliciting bids for the replacement and restoration of roofing sections on a portion of the Mead Public Library, 710 North 8<sup>th</sup> Street, Sheboygan, WI 53081.

This project is being funded through ARPA-SLFRF (The American Rescue Plan Act-State and Local Fiscal Recovery Fund) .

In order to be considered, Sealed Bids, on forms included with the bid documents, must be received no later than 1:00 PM on **Tuesday, November 12th, 2024**

All bidders must have on file a Bidders Proof of Responsibility form with the City Engineering Department not less than 5 days prior to the bid due date. A copy of the document to be filled out and submitted is included with the bid documents.

Interested parties may obtain specifications and bidding documents by contacting the purchasing agent at (920) 459-1342 or via email [Bernard.rammer@sheboyganwi.gov](mailto:Bernard.rammer@sheboyganwi.gov)

**A Mandatory Pre-Bid Conference will be held at Mead Public Library, front lobby, on Tuesday, October 29<sup>th</sup>, 2024 Beginning at 10:00 am. Bidders must have a representative in attendance in order for their bid to receive consideration.**

Prevailing Wage Rates are not a requirement on this project. A 100% Payment and Performance Bonds are required of the successful bidder. A 5% Bid Bond must accompany the Bid Proposal.

Attention of bidders is also called to the fact that the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, sex, religion or national origin. Federal requirements for equal opportunity (Executive Order 11246, Segregated Facilities section 3 and section 109 and the conditions of employment and wage rates to be paid under the contract.

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. Bid Proposals submitted may be withdrawn up and until the proposal deadline.

This project is being funded through the American Rescue Plan Act-State and Local Fiscal Recovery Fund  
(ARPA-SLRSF)

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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                          Project Timelines / Construction Schedule

Section #2            Section 011000 General Summary

Section #3            Section 012100 Allowances

Section #4            Technical Specifications:

                          \*Section 061050 Miscellaneous Wood Carpentry

                          \*Section 070150 Re-Roofing Preparation

                          \*Section 070150.71 Rehabilitation of Metal Roofing

                          \*Section 070150.73 – Rehabilitation of EPDM Roofing

                          \*Section 075216 Cold Applied Modified Bitumen Roof System Specification

                          \*Section 076200 Sheet Metal Flashing / Trims / Metal Roofing

Section #6            Photos of Roof Sections – Roof Nuclear Moisture Scan (August, 2024)

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 and restoration of roofing systems at the Mead Public Library, 710 N. 8<sup>th</sup> Street, 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: October 15<sup>th</sup>, 2024**  
**Questions Due: November 6<sup>th</sup>, 2024 – 12:00 PM**  
**Bid Proposals Due: 1:00 pm on Tuesday, November 12th, 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-Mead Public Library Roof Replacement / Restoration 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.
- Appendix B: Federal Terms and Conditions**  
Proposers are responsible for reviewing this attachment prior to submission of their Proposals. Federal Terms and Conditions are the minimum requirements for the submission of Proposals.
- NOTE: Should there be a discrepancy between standard Terms and Conditions and Federal Terms and Conditions, Federal Terms and Conditions shall prevail**
- 1.5 Multiple Proposals  
Multiple Proposals (Alternates) from Proposers are permitted; however, each 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 November 8<sup>th</sup>, 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.

**Form A: Signature and Non-Collusion Affidavit**  
**RFB: Mead Public Library Roof Replacement / Restoration Project**

\*\*\*\*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: Mead Public Library Roof Replacement / Restoration Project**

\*\*\*\*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: Federal Terms and Conditions	
Appendix C:	
Bid Bond (5% of Contract Total)	

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

**Form C: Vendor Profile**  
**RFB: Mead Public Library Roof Replacement and Restoration Project**

**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

**THIS BID FORM MUST BE COMPLETED AND RETURNED**

**Form D: Cost Proposal**  
**RFB: Mead Public Library Roof Replacement and Restoration Project**

\*\*\*\*\*This form must be returned with your response.

We propose to provide one Integrated System as specified herein to the City of Sheboygan as follows:

\$ \_\_\_\_\_.

\_\_\_\_\_ Thousand \_\_\_\_\_ Hundred

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents

We Acknowledge Receipt of the following Addenda

#1 DATED \_\_\_\_\_

#2 DATED \_\_\_\_\_

#3 DATED \_\_\_\_\_

Time and Materials Rates: For unforeseen items or items outside the scope of work (See Section 012100)

Hourly Rate: \$ \_\_\_\_\_ % Markup of Materials \_\_\_\_\_

Further, based upon current lead times and production schedules in effect at the time of this writing we would

Anticipate commencement of project activities to begin within \_\_\_\_\_ WEEKS following execution of the contract between the parties.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_

## Form E: References

### RFB: Mead Public Library Roof Replacement and Restoration Project

\*\*\*\*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			

**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.

## CITY OF SHEBOYGAN

TERMS AND CONDITIONS FOR ALL CONTRACTS FUNDED WITH  
FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

1. Amendment Permitted. This list of Federally Required Contract terms may be amended by CITY in the event that the applicable federal grant providing funding for this Contract contains additional required terms.
2. Debarment and Suspension. Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify CITY immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.
3. Record Retention. Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR 5 200.333. Contractor further certifies that it will retain all records as required by 2 CFR 5 200.333 for a period of five (5) years after it receives CITY notice that CITY has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, CITY's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.
4. Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials). Pursuant to 2 CFR 5200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
6. Energy Efficiency. Contractor certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
7. Anti-Lobbying Restrictions (31 U.S.C. 1352). Contractor certifies that:
  - 7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
  - 7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from CITY and provide, completed, to CITY the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
  - 7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
  - 7.4. Contractor's completed Anti-Lobbying Certification is attached hereto and incorporated herein.
8. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used). Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work

week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Right to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

10. Federal Government is Not a Party. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to CITY, Contractor, or any other party pertaining to any matter resulting from the Contract.

11. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week.

12. Copeland "Anti-Kickback" Act (40 U.S.C. 3145). If this is a "prime construction contract" in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

13. Equal Employment Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

14. Termination for Convenience. If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: CITY may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from CITY to Contractor. If Contractor

is terminated for convenience by CITY, Contractor will be paid for services actually performed or commodity actually provided.

15. Termination for Cause. If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; CITY shall have the right to terminate this Contract. CITY shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of CITY, become property of CITY. Notwithstanding the above, Contractor shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of the Contract, and CITY shall retain its remedies under law.

16. Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts. These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

17. Domestic Preferences for Procurements. Pursuant to 2 CFR 5200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR 5 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor



identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR 5 200.216, during Contract performance, Contractor shall alert CITY as soon as possible and shall provide information on any measures taken to prevent recurrence.

19. Prohibitions on Discrimination. Contractor agrees to comply with the following as applicable:

19.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C 55 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

19.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C.55 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

19.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 5 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

19.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 55 6101 et seq.), and Treasury's implementing regulations at 31C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

19.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 55 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

20. Financial and Program Management As subrecipient of federal funds, Contractor is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Contract and subject to such exceptions as may be otherwise provided by Treasury.

20.1. Financial Management: Contractor shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Contractor shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Contract shall be retained for a period of five (5) years after all of the CITY's funds have been expended or returned to the Treasury Department, whichever is later.

20.2. Audit Requirements. Contractor agrees to provide all reports requested by the CITY including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be

provided according to a schedule (when applicable) or upon request. Contractors who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

20.3. Recipient Integrity and Performance Matters. Contractor agrees to provide any information requested by the CITY in order to comply with 2 CFR Appendix XII to Part 200

20.4. SAM.gov Requirements. Contractor is required to comply with 2 CFR Part 25 (System for Award Management ("SAM")) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR 5 25.110.

21. Drug-Free Workplace. Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

22. Relocation Assistance. Where an agreement or project requires the relocation of persons or such person's personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

23. Local, Small, Minority-Owned and/or Women-Owned Businesses. The federal regulations require that every effort is made to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible (24 CFR 85.36(e)). Affirming steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- E. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps to select such firms.

24. Section 3. The federal regulations required that economic opportunities generated by federally assisted projects, be to the greatest extent possible, to low-and very low-income persons, particularly those who are recipients of government assistance for housing (24 CFR 570.607(b)).

25. Build America, Buy America (BABA) Act Requirements. The Build America, Buy America (BABA) Act, 41 USC § 8301 note, was enacted in the Infrastructure Investment and Jobs Act on November 15, 2021. The BABA Act requires that products purchased in connection with infrastructure projects funded by Federal financial assistance (FFA) programs must be produced in the United States (U.S.). This

requirement is known as the “Buy America Preference (BAP)” (or “domestic procurement requirement”). The purpose of the BABA Act is to stimulate private sector investments in American manufacturing, bolster critical American supply chains, and support the creation of jobs so that America’s workers and firms can compete and lead globally.

The prime contractor and all subcontractors (all tiers) must comply with the requirements of the BABA Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, as applicable to the Community Development Block Grant (CDBG) infrastructure project. Pursuant to the U.S. Department of Housing and Urban Development’s (HUD’s) notice, “Public Interest Phased Implementation Waiver for FY2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” ([88 FR 17001](#)), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

All iron and steel materials purchased for a CDBG infrastructure project must be produced in the U.S. unless the project or purchase qualifies for a waiver or exemption. The contractor must maintain records that verify compliance with the BAP requirement for iron and steel materials and provide them to the CDBG Grantee/unit of general local government (UGLG), State of Wisconsin Department of Administration Division of Energy, Housing and Community Resources (DOA-DEHCR), HUD, and/or other regulating entities upon request. Infrastructure projects awarded CDBG funds from DOA-DEHCR in or after 2023 are subject the BAP requirements for iron and steel. General waivers and project-specific waiver categories are specified in [88 FR 17001](#). A contractor seeking a project-specific waiver must demonstrate the criteria for one or more of the project-specific waiver categories are met and must contact the CDBG Grantee/UGLG for further guidance. The Grantee/UGLG is to consult with DEHCR. A waiver requires approval by DEHCR and HUD.

Additional information is provided on the HUD BABA website at: [https://www.hud.gov/program\\_offices/general\\_counsel/baba](https://www.hud.gov/program_offices/general_counsel/baba).

**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) <b>per project</b>  | \$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) <b>”if”</b> 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

*\*\*Note: The above sample language, including stated amounts of coverage, is for general reference and illustrative purposes only, and not legal advice. Specific legal and other questions should be referred to the entity’s own counsel, insurance representatives, and/or others as appropriate.*

- (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.

*\*\*Note: The above sample language, including stated amounts of coverage, is for general reference and illustrative purposes only, and not legal advice. Specific legal and other questions should be referred to the entity's own counsel, insurance representatives, and/or others as appropriate.*

- 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

*\*\*Note: The above sample language, including stated amounts of coverage, is for general reference and illustrative purposes only, and not legal advice. Specific legal and other questions should be referred to the entity’s own counsel, insurance representatives, and/or others as appropriate.*

- 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 – the 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 the 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.

*\*\*Note: The above sample language, including stated amounts of coverage, is for general reference and illustrative purposes only, and not legal advice. Specific legal and other questions should be referred to the entity’s own counsel, insurance representatives, and/or others as appropriate.*

This Proof of Responsibility is required pursuant to Section 66.0901 of the Wisconsin Statutes and Section 2-400 of the City of Sheboygan Municipal Code.

This form must be filed with the Engineering Division not less than five (5) days prior to the time set for opening of bids. Completed responses will be evaluated to determine whether the prospective bidder is qualified to submit a bid. The City reserves the right if it is not satisfied with the sufficiency of the completed response, to request additional information.

Prequalification shall be valid for one year from the approval date. The Director of Public Works may suspend or revoke prequalification status for good cause. Such decision shall be made in writing and the contractor shall be provided timely notice and an opportunity to be heard by the Director.

It shall be the obligation of the contractor to timely renew its prequalification and to report information regarding any material changes to its business or operations that are relevant to its prequalification application, including information that would affect its ability to make the certifications required by this ordinance. Any such information must be reported within fifteen (15) days of the contractor's knowledge of the information. Failure to report information may result in suspension or revocation of the contractor's prequalification, debarment from City contracts for a period of up to three years and other sanctions available under applicable law.

**Prequalification Statement**

1. Name of Bidder: \_\_\_\_\_  
 Corporation     Partnership     Individual
  
2. Bidder's Address: \_\_\_\_\_  
 City \_\_\_\_\_ State/Zip \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_
  
3. When Organized: \_\_\_\_\_ When Incorporated: \_\_\_\_\_
  
4. Are you authorized to do business in the State of Wisconsin?     Yes     No
  
5. How many years have you been engaged in the contracting business under the present firm name? \_\_\_\_\_
  
6. Contracts on hand. Attach a list of present contracts, including a schedule as to estimated completion date and gross amount of each contract.:
  
7. General character of work performed by your firm.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*(If additional space is required, file separate sheet with details.)*

Internal Use Only: Approved: \_\_\_\_\_



- 8. Major Equipment. Attach a list of major Equipment owned.
- 9. Completed Contracts. Attach a list of contracts which have been awarded to you in the last three years. The list shall include: Name, Owner, Amount, Engineer/Architect
- 10. Show Background and Experiences of the principal members of your personnel including the officers.

Name	Position Held or Office Held	Years of Construction Experience	Magnitude and Type of Work	Capacity

*(If additional space is required, file separate sheet with details.)*

- 11. Have you ever failed to complete any work awarded to you?  Yes  No  
*If yes, file separate sheet with details.*
- 12. Have you ever defaulted on a contract?  Yes  No  
*If yes, file separate sheet with details.*
- 13. Are any of the above-listed principal members debarred, suspended, proposed for debarment or declared ineligible from contracting with any unit of federal, state or local government?  Yes  No  
*If yes, file separate sheet with details.*
- 14. Have you ever been the subject of any investigation, order or judgment from any state or federal agency or court concerning an employment practice?  Yes  No  
*If Yes, attach a copy of the investigation, order or judgment.*
- 15. Within the last 5 years, have you been found by a court or government agency to be in violation of any law relating to your contracting business including, but not limited to environmental laws, bid-rigging or price-fixing, antitrust or tax laws, where the penalty for such violation resulted in a fine, damages or other penalty equal to or greater than \$10,000?  Yes  No  
*If Yes, attach a copy of the final order.*
- 16. Are you in compliance with 42 U.S.C. 2000e (Federal Equal Opportunity Employment)?  Yes  No
- 17. Are you in compliance with 40 U.S.C. §§ 3141-3148 (Federal Davis Bacon Act)?  Yes  No
- 18. Do you participate in a Registered Apprenticeship Program validated by the U.S. Dept. of Labor or the WI Dept. of Workforce Development?  Yes  No

19. Do you have a written substance abuse prevention program that meets the requirements of Wis. Stat. §103.503?  Yes  No
20. Do you have a written safety plan?  Yes  No
21. Have you received a serious, willful or repeated violation from OSHA in the last 10 years?  Yes  No  
*If yes, file separate sheet with details.*

**Contractor's Financial Statement**

22. The latest completed financial statement prepared by a qualified or independent accountant or accounting firm listing the same requested information below may be attached if it contains the same information requested below.

Condition at Close of Business on \_\_\_\_\_

**ASSETS**

a. Cash	\$ _____
b. Accounts Receivable	\$ _____
c. Real Estate Equity	\$ _____
d. Materials in Stock	\$ _____
e. Equipment, Book Value	\$ _____
f. Furniture & Fixtures, Book Value	\$ _____
g. Other Assets:	\$ _____
<b>TOTAL ASSETS:</b>	<b>\$ _____</b>

**LIABILITIES**

h. Accounts, Notes & Interest Payable	\$ _____
i. Other Liabilities	\$ _____
<b>TOTAL LIABILITIES</b>	<b>\$ _____</b>
<b>NET WORTH</b>	<b>\$ _____</b>

23. Credit available. Furnish written evidence, preferably from banks.
24. Additional information may be submitted if desired., \_\_\_\_\_ .





**PROJECT #2065-24 - CITY OF SHEBOYGAN 2025 ROOF REPLACEMENT PROJECTS**

**MEAD PUBLIC LIBRARY ROOF REPLACEMENT / RESTORATION PROJECT  
TECHNICAL SPECIFICATIONS**

710 N 8<sup>th</sup> Street, Sheboygan, WI 53081

October 15<sup>th</sup>, 2024

Owner's Representative(s):

Mr. Gregg Herr  
Maintenance Supervisor  
Mead Public Library  
710 N 8<sup>th</sup> Street, Sheboygan, WI  
Sheboygan, WI 53081  
[gregg.herr@meadpl.org](mailto:gregg.herr@meadpl.org)

Office: (920) 459-3400 x2044

Mr. Michael Willmas  
Superintendent – Facilities / Traffic Division  
City of Sheboygan Department of Public Works  
2026 New Jersey Ave, Sheboygan, WI 53081  
[Michael.Willmas@sheboyganwi.gov](mailto:Michael.Willmas@sheboyganwi.gov)

Office: (920) 459-3444

Bernard Rammer  
City Purchasing Agent  
828 Center Avenue, Suite 110  
Sheboygan, WI 53081  
[Bernard.rammer@sheboyganwi.gov](mailto:Bernard.rammer@sheboyganwi.gov)

Office: (920) 459-3469  
FAX: (920) 459-3967

Roofing Consultant

TREMCO Inc.  
Mr. Erik Krumholz  
PO Box 24  
Sheboygan, WI 53081  
Email: [ekrumholz@tremcoinc.com](mailto:ekrumholz@tremcoinc.com)

Office: (920) 450-5852  
FAX: (920) 458-0088

**PART 2: TECHINCIAL SPECIFICATIONS - TABLE OF CONTENTS:**

**PROJECT MANUAL: 2025 ROOF REPLACEMENT / RESTORATION PROJECTS  
MEAD PUBLIC LIBRARY  
PROJECT #2065-24**

Section #1	General Scopes of Work  Project Timelines / Construction Schedule
Section #2	Section 011000 General Summary
Section #3	Section 012100 Allowances
Section #4	Technical Specifications: *Section 061050 Miscellaneous Wood Carpentry *Section 070150 Re-Roofing Preparation *Section 070150.71 Rehabilitation of Metal Roofing *Section 070150.73 – Rehabilitation of EPDM Roofing *Section 075216 Cold Applied Modified Bitumen Roof System Specification *Section 076200 Sheet Metal Flashing / Trims / Metal Roofing
Section #6	Photos of Roof Sections
Section #7	Roof Plans / Roof Details

**City of Sheboygan / Mead Public Library – 2025 Roof Replacement / Restoration Projects**

**Scope of Work: Roof Section #1, #3 and #4: Roof Replacement Scope**

1. Remove the ballast rock surfacing and dispose of the rock off site.
2. The existing perimeter metal wall panels may remain in place.
3. Tear off and remove the existing EPDM roof membrane, to expose the existing insulation to remain in place over the steel deck. Inspect the condition of the existing insulation. Remove one small wet insulation area measuring 3' x 6' as shown on the roof plan. Replace in kind. Additional wet / damaged insulation shall be replaced on a time and materials basis.
4. Mechanically fasten a new layer of 2.0" Polyisocyanurate insulation over the existing insulation through the steel deck with plates and fasteners (6.0" long). Stagger the joints of the Polyisocyanurate insulation a minimum of 6" in each direction. Install a minimum of 6 fasteners per 4' x 4' sheet of insulation. Additional fastener sizes will be required (where fastening through tapered saddles in corners).
5. Install new tapered insulation sumps measuring 8' x 8'.
6. Install tapered wood fiberboard crickets behind curbs where required. Install new tapered insulation between drains as provided on the Tremco tapered insulation layout. Saddles can be fastened in place or adhered at the choice of the contractor. Any costs related to lifting of units or disconnections / reconnections shall be provided by the Owner.
7. Adhere 1/2" thick, gypsum over-layment board set in insulation adhesive.
8. Adhere asphalt coated, Modified Bitumen base sheet set in cold applied, two part, polyurethane membrane adhesive at a rate of 2.0 gallons per 100 square feet per ply minimum. Seal perimeters and projections if left overnight with polyurethane mastic.
9. Adhere one ply of asphalt coated, polyester reinforced Modified Bitumen cap sheet (shingled fashion) set in cold applied, two part, polyurethane membrane adhesive at a rate of 2.0 gallons per 100 square feet per ply minimum.
10. Install perimeter flashings as follows:
  - a. Roof membrane is to extend to the top of the wood fiberboard or wood cants and sealed off with mastic at the vertical walls or curbs.
  - b. Adhere a two ply flashing using the same materials as the roof membrane set in cold applied flashing adhesive.
  - c. Heat weld all laps and seams with a hot air welder.
11. Install 24-gauge, prefinished galvanized steel trims / counter-flashings / coping caps at all perimeters and around mechanical units. All sheet metal components shall be Patina Green Color. Note: The parapet walls around Section #4 shall have a self adhered, impermeable membrane adhered over the wood substrate prior to the installation of the coping cap metal.
12. Note: The Air Handler Roof on Section #1 shall be restored / coated with a two part, bio based polyurethane waterproofing system (SEE Section #070150.73 for materials listed).
13. Install new KEE Safety, parapet mounted railings systems into the perimeter wall copings of Section #4. Railings are to be powder baked custom color: Patina Green.
14. Provide Owner a 20 year roof system QA Warranty from Tremco, Inc.

**Scope of Work: Roof Section #2: Roof Replacement Scope**

1. Remove the existing ballast rock surfacing, EPDM membrane, insulation layers to expose the concrete deck.
2. Adhere a vapor retarder to the concrete deck consisting of an asphalt coated, Modified Bitumen base sheet set in cold applied, two part, polyurethane membrane adhesive at a rate of 2.0 gallons per 100 square feet per ply minimum. Seal perimeters and projections if left overnight with polyurethane mastic.
3. Adhere a new tapered insulation system over the vapor retarder. Tapered insulation system shall slope at 1/4" per foot with a minimum thickness of 2.0" at the drain areas.
4. Adhere 1/2" thick, gypsum over-layment board set in insulation adhesive.

5. Adhere asphalt coated, Modified Bitumen base sheet set in cold applied, two part, polyurethane membrane adhesive at a rate of 2.0 gallons per 100 square feet per ply minimum. Seal perimeters and projections if left overnight with polyurethane mastic.
6. Adhere one ply of asphalt coated, polyester reinforced Modified Bitumen cap sheet (shingled fashion) set in cold applied, two part, polyurethane membrane adhesive at a rate of 2.0 gallons per 100 square feet per ply minimum.
7. Install perimeter flashings as follows:
  - a. Roof membrane is to extend to the top of the wood fiberboard or wood cants and sealed off with mastic at the vertical walls or curbs.
  - b. Adhere a two ply flashing using the same materials as the roof membrane set in cold applied flashing adhesive.
  - c. Heat weld all laps and seams with a hot air welder.
8. Install 24-gauge, prefinished galvanized steel trims / counterflashings and coping caps at all perimeters. Owner to select color of all sheet metal components.
9. Provide Owner a 20 year roof system QA Warranty from Tremco, Inc.
10. Install wall anchored KEE Safety Railings as shown on the roof plan for Section #2. Railings are to be powder baked custom color: Patina Green.
11. Install a Fibergrate, fixed wall mounted ladder to the exterior wall from Roof Section #2 to Roof Section #3 as shown on the roof plan(s).

Scope of Work: Roof Section #6 & #7 – Metal Roof Restoration Scope

1. Pressure wash (minimum 2000 PSI) the existing metal panels and remove all dirt / debris from the metal panel surface. Any oily / greasy deposits shall be cleaned off with a surface cleaner.
2. Prime the Solargard Fluoro-Prime at a rate of 200 – 250 square feet per gallon. Follow manufacturer's instructions for proper mixing and application of primer. Allow primer to dry prior to application of coating materials.
3. Apply SolarGard 6083 Coating to the primed metal roof surface at a rate of 1.0 gallon per 100 square feet (16 wet mils) per application. Two coats are required. Custom color: Patina Green.
4. Install new KEE Safety, parapet mounted railings systems into the perimeter wall copings of Section #6. Railings are to be powder baked custom color: Patina Green
5. Provide the Owner a 10 year roof system warranty.

Scope of Work: Roof Section #8 – Single Ply Roof Restoration Scope:

1. Pressure wash (minimum 2000 PSI) the existing EPDM membrane and base flashing and remove all dirt / debris from the roof surface. Any oily / greasy deposits shall be cleaned off with a surface cleaner.
2. Prime the roof surface with AlphaGuard WB primer at a rate of 200 square feet per gallon. Follow manufacturer's instructions for proper mixing and application of primer. Allow primer to dry prior to application of coating materials.
3. Apply AlphaGuard Bio based, base coating at a rate of 3.0 gallons per 100 square feet to the roof surface and embed polyester fabric into the coating for full emersion into the base coating. Back roll as necessary to ensure full coverage.
4. Apply AlphaGuard Bio based, finish coating at rate of 2.0 gallons per 100 square feet.
5. Provide the Owner a 10 year roof system warranty.

Scope of Work: Roof Section #9 – Metal Roof Panel Replacement Scope:

1. Pressure wash (minimum 2000 PSI) the existing EPDM membrane and base flashing and remove all dirt / debris from the roof surface. Any oily / greasy deposits shall be cleaned off with a surface cleaner.
2. Remove the existing roof panels and bottom trims to expose the plywood roof sheathing.

3. Inspect the condition of the sheathing and repair / or replace sheathing as required on a time and materials basis.
4. Install new self adhered membrane over the existing sheathing.
5. Install new 24 gauge, prefinished trims at the top enclosure and bottom counterflashing sill. All trims are to be shop fabricated and shall be a matching color to the existing sheet metal trims to remain (Patina Green).
6. Install new 24 gauge, pre-finished, snap lock panels over the new self adhered membrane and fabricated trims. Color of panels to match trims (Patina Green).
7. Provide the Owner a 20 year roof system and finish warranty on all panels.



PROJECT TIMELINES:

MEAD PUBLIC LIBRARY  
ROOF REPLACEMENT / RESTORATION PROJECT  
710 N. 8<sup>TH</sup> STREET, SHEBOYGAN, WI

GENERAL TIMELINE:

NOVEMBER, 2024:	BIDDING PROCESS
NOVEMBER 12 <sup>TH</sup> , 2024:	BID REVIEW
DECEMBER 15 <sup>TH</sup> , 2024:	AWARD OF CONTRACT
MARCH 15 <sup>TH</sup> , 2025:	PRECONSTRUCTION MEETINGS AND EXECUTION OF CONTRACTS
MAY 15 <sup>TH</sup> , 2025:	PROJECT COMPLETION / PUNCHLIST ITEMS
JUNE 15 <sup>TH</sup> , 2025:	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– Project #2065-24 City of Sheboygan / Mead Public Library Project
  - 1. Project Location: Mead Public Library, 710 North 8<sup>th</sup> Street, Sheboygan, WI 53081
- B. Owner: City of Sheboygan
  - 1. Owner's Representative: Mr. Bernie Rammer, Purchasing Agent, City of Sheboygan
  - 2. Owner's Representative: Mr. Michael Willmas, Superintendent of Facilities / Traffic Division, City of Sheboygan
  - 3. Owner's Representative (on site): Mr. Gregg Herr, Maintenance Supervisor
- 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. Project #1 Work includes the following:
    - a. Roof Sections #1, #3 and #4
      - 1) Removal of the roof membrane
      - 2) Installation of added insulation and coverboard
      - 3) Installation of new Modified Bitumen Roof Membrane
      - 4) Installation of new sheet metal trims.
    - b. Roof Sections #2
      - 1) Removal of the roof membrane and insulations
      - 2) Installation of new tapered insulation and coverboard
      - 3) Installation of new Modified Bitumen Roof Membrane

- 4) Installation of new sheet metal trims.
- c. Metal Roof Restoration of Sections #6 and #7
- d. Single Ply Roof Restoration of Section #8
- e. Metal Roof Replacement of Section #9
- f. Provide the Owner the appropriate roof system package as specified for roof replacement projects.
- g. Section #2, #4 and #6 shall have new KEE Safety Railings system installed.
- h. Section #2 shall have new Fibergrate ladder installed to Roof Section #3
- i. Section #1 shall have new KEE Safety Railings system installed around access hatch.

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 always. 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.
- 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. Damages to property not corrected to the satisfaction of the Owner will result in delay of final payment.
- C. Building Access by Contractor: Generally, exterior access only is requested for each facility. Portable bathroom facilities will be required for the project, to be kept on the roof, and the only access to the interior of the facility shall be by the foreman only.
- D. Smoking: **NO smoking is tolerated on any property owned by the Mead Public Library.** 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 on the ground, 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 heating materials or where there is overhead lifting. Contractor is solely responsible for all aspects of OSHA related compliance for the project.
- G. No Radios are permitted on the jobsite.

## 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 wet / damaged vapor retarder or 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. Unforeseen damage to perimeter sheathing, wall components, mechanical units or other items.
  - 2. Replacement of insulation found to be wet or damaged that was not otherwise indicated on nuclear moisture survey.
  - 3. Total for Allowance to be included in Bid Proposal: \$15,000.00

END OF SECTION 012100

## SECTION 055230 – ROOF TOP MOUNTED PROTECTIVE RAILING SYSTEM

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Steel safety rail components. (KEE KLAMP)

#### 1.2 RELATED SECTIONS

Section 05500 - Metal Fabrications: Associated metal supports.

- A. Section 07400 - Membrane Roofing: Coordination of roof edge protection installation.

#### 1.3 REFERENCES

- A. Americans with Disabilities Act Accessibility Guidelines (ADA).
- B. American Society of Civil Engineer (ASCE):
  - 1. ASCE 7-16 - Minimum Loads and Associated Criteria for Buildings and Other Structures.
- C. ASTM International (ASTM):
  - 1. ASTM A47 - Standard Specification for Ferritic Malleable Iron Castings.
  - 2. ASTM A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
  - 3. ASTM A123 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Products.
  - 4. ASTM A500 - Standard Specification for cold-formed welded and seamless carbon steel structural tubing.
  - 5. ASTM B221 - Standard Specification for Aluminum and Aluminum Alloy extruded bars, rods, wires, profiles, and tubes.
- D. Occupational Safety and Health Administration (OSHA):
  - 1. OSHA 1910.29 - Fall Protection systems and falling object protection.
  - 2. OSHA 1926.502 - Fall Protection systems criteria and practices.
- E. Underwriters Laboratories (UL): UL 94 - Tests for Flammability of Plastic Materials for Parts in Devices and Appliances.



#### 1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
- C. Shop Drawings: Including but not limited to indication of profiles, sizes, connections, sizes and types of fasteners and accessories; showing fabrication and installation of handrails and guardrails including but not limited to plans, elevations, sections, details of components, anchor details, and attachment to adjoining units of work.
- D. Selection Samples: For each system specified, two complete sets of color chips representing manufacturer's full range of available finishes.
- E. Verification Samples: For each system specified, two samples, minimum size 6 inches (150 mm) long, representing actual system components and finishes.

#### 1.5 QUALITY ASSURANCE

- A. Railings Structural Requirements:

Handrail, wall rail and guardrail assemblies and attachments shall withstand a minimum concentrated load of 200 lbs (90,719 g) applied horizontally or vertically down at any point on the top rail.

  - 1. Handrail assemblies and guards shall be designed to resist a load of 50 lbs per linear ft (0.73 kN per m) applied in any direction at the top and to transfer this load through the supports to the structure.
  - 2. Infill area of guardrail system capable of withstanding a horizontal concentrated load of 200 lbs (90719 g) applied to 1 sq ft (8165 g per sq m) at any point in the system. Load not to act concurrently with loads on top rail of system in determining stress on guardrail.
- B. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
  - 1. Install in areas designated by Architect.
  - 2. Do not proceed with remaining work until workmanship and installation are approved by Architect.
  - 3. Refinish mock-up area as required to produce acceptable work.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, Store and handle materials and products in strict compliance with manufacturer's instructions and recommendations and industry standards. Store materials within absolute limits for temperature and humidity recommended by the manufacturer.
  - 1. Materials to be delivered to the job site in good condition and adequately protected against damage as handrails are a finished product.
  - 2. Store products in manufacturer's unopened packaging until ready for installation.
  - 3. Protect finishes from damage.

## 1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Field Measurements: Where handrails and railings are indicated to fit to other construction, check actual dimensions of other construction by accurate field measurements before fabrication; show recorded measurements on final shop drawings.
  - 1. Where field measurements cannot be made without delaying the railing fabrication and delivery, obtain guaranteed dimensions in writing by the Contractor and proceed with fabrication of products to not delay fabrication, delivery, and installation.
- C. Coordinate fabrication and delivery schedule of handrails with construction progress and sequence to avoid delay of railing installation.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Kee Safety, Inc., which is located at: 100 Stradtman St.; Buffalo, NY 14206; Toll Free Tel: 800-851-5181; Tel: 716-896-4949; Fax: 716-896-5696; Email: info@keesafety.com; Web: http://keesafety.com
- B. Substitutions: Not permitted.

### 2.2 SAFETY RAILINGS PERFORMANCE AND DESIGN REQUIREMENTS

- A. Performance and Design Requirements: Pipe and tube railing and guardrail design.
  - 1. Comply with the following:
    - a. International Building Code/International Code Council.
    - b. OSHA Standard Pipe Railing: 1910.29 Fall Protection systems and falling object protection.
    - c. Local code requirements by authorities having jurisdiction.
  - 2. Delegated Design: Railing design is to be the responsibility of a professional engineer, licensed in the same location as the project. See Section 014000 "Quality Requirements," for more detailed information.
  - 3. Requirements: Railing design is to be the responsibility of a professional engineer, licensed in the same location as the project. See Section 014000 "Quality Requirements," for more detailed information.
  - 4. Structural Performance: Railings and Attachments: Withstand effects of gravity loads and the following loads as specified.
    - a. Recommended Maximum Post Spacing: 72 inches (1829 mm).
    - b. Minimum Height: 42 inches (1067 mm).
    - c. Intermediate Rail Height: 21 inches (533 mm).
    - d. Toe Board:
      - 1) Height: 4 inches (102 mm). 1/4 inch (6 mm) or less above the floor.
      - 2) Required wherever, beneath open sides, persons can pass, there is moving machinery, or there is equipment with which falling materials could

- create a hazard.
- e. Handrails and Top Rail of Railing Systems:
  - 1) Uniform Load: 50 lbf per ft. (0.73 kN per m) in any direction.
  - 2) Concentrated Load: 200 lbf (0.89 kN) in any direction.
  - 3) Uniform and concentrated loads need not be assumed to act concurrently.
- f. Infill: Guarding for railing systems:
  - 1) Concentrated Load: 50 lbf (0.22 kN) applied horizontally on an area of 1 sq ft (0.093 sq m).
  - 2) Infill load and other loads need not be assumed to act concurrently.
  - 3) Infill Height: IBC 1003.2.12.1.
    - a) Not less than 42 inches (1067 mm) high, measured vertically above the leading edge of the tread, adjacent walking surface or adjacent seat board.
    - b) Openings Limitations: IBC 1003.2.12.2.
      - 1) Open infill shall have balusters or ornamental patterns such that a 4 inch (102 mm) sphere cannot pass through any opening up to a height of 34 inches (864 mm).
      - 2) From height of 34 inches (864 mm) to 42 inches (1067 mm) above the adjacent walking surfaces, a sphere 8 inches (203 mm) in diameter shall not pass.
  - 4) Where Required: IBC.
    - a) Infill: Along open-sided walking surfaces, mezzanines, industrial equipment platforms, stairways, ramps, and landings more than 30 inches (762 mm) above the floor or grade below.
    - b) Adequate in strength and attachment in accordance with Section 1607.9.
- 5. Allow expansion and contraction due to thermal movements caused by temperature changes.

### 2.3 STEEL SAFETY RAILINGS COMPONENTS – KEE KLAMP

- A. Basis of Design: KEE KLAMP Components and Pipe as manufactured by Kee Safety. Slip-on components to create versatile and rigid tubular system structures. The product line is to provide the versatility needed to achieve any structure configuration.
  - 1. Handrails and guardrails.
  - 2. Roof hatch guardrails.
  - 3. Safety barriers.
  - 4. Roof edge protection.
- B. Performance and Design Requirements: Safety Railing Components: KEE KLAMP.
  - 1. Fittings: Iron castings manufactured to ASTM A47-77-32510 Requirements.
    - a. Hot Dipped Galvanized: ASTM A123.
  - 2. Fittings Range: Eight different pipe sizes from 1/4 to 2 inches (6 to 51 mm).
  - 3. Hexagon Set Screws; Firmly lock components to pipes.
    - a. Case hardened steel and protected against corrosion.
    - b. Corrosion Protection: KEE KOAT as manufactured by KEE SAFETY.
  - 4. Fittings Sizes 5 to 9:
    - a. Axial Load: Supports 2000 lbs (907 kg) per set screw tightened to 29 ft-lbs (39.3 N-m) torque.
      - 1) Safety factor of 2:1.
      - 2) Required Torque: Normally obtained when set screws are tightened using a ratchet wrench.
- C. Components: KEE KLAMP.
  - 1. Fittings, Brackets, Flanges, and Anchors: Cast or formed metal of same material and finish as supported rails. Surfaces: Smooth. No seams, marks, trade names, or

- discolorations.
- 2. Fittings by Function:
  - a. Bases.
  - b. Clips.
  - c. Couplings.
  - d. Crosses.
  - e. Crossovers.
  - f. Elbows.
  - g. Flanges.
  - h. Swivel Sockets.
  - i. Tab Panels.
  - j. Tees and Sockets.
  - k. Plugs.
  - l. Miscellaneous.
- D. Material for Posts and Railings: KEE KLAMP.
  - 1. Galvanized Steel Pipe or Tube: Nominal mill lengths of 21 feet (6.400 m). Galvanized steel tubing can be used, providing the outside diameter is compatible with Schedule 40 pipe. Pipe with a wall thickness of less than 1/8 inches (3.17 mm) can only be used in lightly loaded structures.
    - a. Pipe: Schedule 40 ASTM A53.
    - b. Pipe: Schedule 80 ASTM A53.
    - c. Tubing: ASTM A500 or ASTM A513.
    - d. Galvanizing: ASTM A123.
    - e. Nominal Pipe Size: 1/4 inch (6 mm). Outside Dia: 0.54 inches (13.7 mm).
      - 1) Tubing Outside Dia: 0.531 inches (13.49 mm).
      - 2) KEE Component Size: 2.
    - f. Nominal Pipe Size: 3/8 inch (10 mm). Outside Dia: 0.67 inches (17 mm).
      - 1) Tubing Outside Dia: 0.688 inches (17.47 mm).
      - 2) KEE Component Size: 3.
    - g. Nominal Pipe Size: 1/2 inch (13 mm). Outside Dia: 0.84 inches (21.3 mm).
      - 1) Tubing Outside Dia: 0.531 inches (13.49 mm).
      - 2) KEE Component Size: 4.
    - h. Nominal Pipe Size: 3/4 inch (19 mm). Outside Dia: 1.05 inches (26.7 mm).
      - 1) Tubing Outside Dia: 0.531 inches (13.49 mm).
      - 2) KEE Component Size: 5.
    - i. Nominal Pipe Size: 1 inch (25 mm). Outside Dia: 1.31 inches (33.3 mm).
      - 1) Tubing Outside Dia: 0.531 inches (13.49 mm).
      - 2) KEE Component Size: 6.
    - j. Nominal Pipe Size: 1-1/4 inch (32 mm). Outside Dia: 1.66 inches (42.2 mm).
      - 1) Tubing Outside Dia: 0.531 inches (13.49 mm).
      - 2) KEE Component Size: 7.
    - k. Nominal Pipe Size: 1-1/2 inch (38 mm). Outside Dia: 1.90 inches (48 mm) .
      - 1) Tubing Outside Dia: 0.531 inches (13.49 mm).
      - 2) KEE Component Size: 8.
    - l. Nominal Pipe Size: 2 inch (51 mm). Outside Dia: 2.37 inches (60.2 mm).
      - 1) Tubing Outside Dia: 0.531 inches (13.49 mm).
      - 2) KEE Component Size: 9.
    - m. Finish: Powder Coating: Durable, corrosion preventing polyester coating applied to already galvanized or anodized products available in any RAL color.
      - 1) Color: PATINA GREEN
- E. Accessories:

1. Anti-theft Aluminum Drive Rivets.
2. Toe Board.
3. Safety Spring Gate.
4. In-Fill Panels.
5. Grip Tape.
6. High Traction Covers.
7. High Traction Stair Covers.
8. High Traction Ladder Rung Covers.

#### 2.4 STEEL ADA SAFETY RAILINGS COMPONENTS – KEE KLAMP ACCESS

- A. Basis of Design: KEE KLAMP Components and Pipe as manufactured by KEE Safety. Slip-on components to create versatile and rigid tubular system structures. The product line with handrail height of 34" – 38" and guardrail height of 42" is designed to satisfy the requirements of the Americans with Disabilities Act (ADA), as well as state and local building codes.
- B. Performance and Design Requirements: Safety Railing Components: KEE KLAMP.
1. Fittings: Iron castings manufactured to ASTM A47 Requirements.
    - a. Hot Dipped Galvanized: ASTM A123.
  2. Hexagon Set Screws; Firmly lock components to pipes.
    - a. Case hardened steel and protected against corrosion.
    - b. Corrosion Protection: KEE KOAT as manufactured by KEE SAFETY.
  3. Axial Load: Supports 2000 lbs (907 kg) per set screw tightened to 29 ft-lbs (39.3 N-m) torque.
    - a. Safety factor of 2:1.
    - b. Required Torque: Normally obtained when set screws are tightened using a ratchet wrench.
- C. Components: KEE KLAMP.
1. Fittings, Brackets, Flanges, and Anchors: Cast or formed metal of same material and finish as supported rails. Surfaces: Smooth. No seams, marks, trade names, or discolorations.
  2. Fittings by Function:
    - a. Couplings.
    - b. Elbows.
    - c. Flanges.
    - d. Handrail Wall Bracket.
    - e. Tees and Sockets.
- D. Material for Posts and Railings: KEE KLAMP.
1. Galvanized Steel Pipe: Nominal mill lengths of 21 feet (6.4 m).
    - a. Pipe: Schedule 40 ASTM A53.
    - b. Nom. Pipe Size: 1-1/4 inch (32 mm). Outside Dia: 1.660 inches (42.16 mm).
    - c. Finish: Powder Coating: Durable, corrosion preventing polyester coating applied to already galvanized or anodized products available in any RAL color.
    - d. Finish: Antimicrobial Powder Coating: Defends against the growth of potentially harmful invisible bacteria and fungi. Supplied in a wide range of RAL colors.
      - 1) Color: PATINA GREEN .

## 2.5 CUSTOM RAILING SYSTEMS

- A. Custom Designs: Provide components and accessories including but not limited to as manufactured by Kee Safety Inc. as scheduled and indicated on Drawings, as required to match design indicated on the Drawings and as required to provide complete installation.
  - 1. System Basis: As indicated on Drawings.
  - 2. System Basis: Kee Klamp.

## 2.6 FABRICATION

- A. Comply with design and specified requirements.
- B. Fit and shop assemble components in largest practical sizes for delivery to site.
  - 1. Provide weep holes where water may accumulate.
  - 2. No welded connections.
  - 3. Cap exposed railing ends.
- C. Upright tops shall be plugged with weather and light resistant material.
- D. Assemble components with joints tightly fitted and secured. Accurately form components to suit installation.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Prepare substrates using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- B. If preparation is the responsibility of another installer, notify Architect in writing of deviations from manufacturer's recommended installation tolerances and conditions.
- C. Coordinate post setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, such as sleeves, concrete inserts, anchor bolts, and miscellaneous items having integral anchors that are to be embedded in concrete and masonry construction.
  - 1. Coordinate delivery of anchorages to project site.
  - 2. Coordinate that blocking is in place for all mounting fasteners.

### 3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions including the following:
  - 1. Fit exposed connections accurately together to form tight joints. For all connections with Kee Klamp fittings, each set screw is to be tightened to 29 ft-lbs (39.3 N-m) of torque.
  - 2. Perform cutting, drilling, and fitting required for installation of handrails. Set handrails and accurately in location, alignment, and elevation, measured from established lines and levels.
  - 3. Set posts plumb within a tolerance of 1/8 inch (3 mm).

### 3.3 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION - 055230

## 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 PANEL PRODUCTS

- A. Miscellaneous Concealed Plywood: Exterior sheathing, span rating to suit framing in each location, and thickness as indicated but not less than 1/2 inch (13 mm).
- B. Miscellaneous Exposed Plywood: DOC PS 1, A-D Interior, thickness as indicated but not less than 5/8 inch (15 mm).

2.3 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: FS FF-N-105.
- 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. Install non-treated lumber or plywood.
- C. Securely attach carpentry work as indicated and according to applicable codes and recognized standards.



- D. Use fasteners of appropriate type and length. Predrill 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 REROOFING 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. Roof re-cover preparation.
  - 3. 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 1 Section "Work Restrictions" for restrictions on use of the premises due to Owner or tenant occupancy.
  - 3. Division 6 Section "Miscellaneous Carpentry" for wood nailers, cants, curbs, and blocking.
  - 4. Division 7 Section "Modified Bituman Roofing" for roofing membrane, base flashings, roof insulation, cover boards, and roofing accessories.
  - 5. 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. Existing Membrane Roofing System Roof #1, #3 AND #4: Ballast Stone, EPDM roofing membrane, Tapered EPS Insulation, and components and accessories between steel deck and roofing membrane. Note: Roof #4 has no surfacing.

- C. Roof Section #2: Existing Membrane Roofing System: Ballast Stone, EPDM roofing membrane, Tapered EPS Insulation, and components and accessories between concrete deck and roofing membrane.
- D. 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.
- E. Roof Tear-Off: Section #2 Only: All roof components between the EPDM membrane and concrete deck are to be removed. Sections #1, #3, #4: Existing ballast stone and membrane only.
- F. Roof Tear-Off: Section #9: Existing metal panels and trims to expose the wood sheathing.
- G. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- H. Existing to Remain: Existing items of construction that are not indicated to be removed.
  - 1. Perimeter wood blocking
  - 2. Metal Wall Panels (Section #1)

#### 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 and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 5. Review existing deck removal procedures and Owner notifications.
  - 6. Review procedures to determine condition and acceptance of existing deck
  - 7. Review structural loading limitations of deck during re-roofing.
  - 8. Review base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect re-roofing.
  - 9. Review HVAC shutdown and sealing of air intakes.
  - 10. Review shutdown of fire-suppression, -protection, and -alarm and -detection systems.
  - 11. Review procedures for asbestos removal or unexpected discovery of asbestos-containing materials.

12. Review governing regulations and requirements for insurance and certificates if applicable.

## 1.6 PROJECT CONDITIONS

- A. Owner will occupy 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.
  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, 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.
- E. Hazardous Materials: It is not expected that hazardous materials such as asbestos-containing materials will be encountered in the Work.

## PART 2 - PRODUCTS

### 2.1 TEMPORARY ROOFING MATERIALS

- A. Selection of materials and design of temporary roofing is responsibility of Contractor.
- B. EPDM Sheeting: .045 Mil Thick
- C. Asphalt Primer: ASTM D 41

## 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. 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.
  - 2. Remove existing perimeter flashings and sheet metal components.
  - 3. Remove existing insulations (Section #2 Only)

### 3.3 SUBSTRATE PREPARATION

- A. Inspect existing deck or substrate after tear-off of existing roofing system.
- B. Correct any deficiencies or deck deflections at the approval of the Owner.

### 3.4 EXISTING BASE FLASHINGS

- A. Remove existing base flashings around parapets, curbs, walls, and penetrations.
- B. Do not damage metal counterflashings (receivers) that are to remain. Replace metal counterflashings damaged during removal with counterflashings specified in Division 7 Section "Sheet Metal Flashing and Trim."
- C. Inspect parapet sheathing or masonry walls for deterioration and damage. If parapet sheathing or masonry walls have deteriorated, immediately notify Owner.
- D. Inspect existing perimeter wood blocking and replace any damaged or deteriorated wood blocking per Division 6.
- E. Add wood blocking to perimeter and curbs to accommodate height of additional insulation

### 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 070150.73 - REHABILITATION OF EPDM MEMBRANE ROOFING

### 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 cold fluid-applied roofing systems on existing asphalt membrane insulated over a concrete deck consisting of the following:
  - 1. Application of roof membrane and flashings consisting of multiple coats of fluid-applied, fabric-reinforced, polyurethane roofing system.

#### 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.

#### 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.

#### 1.5 SUBMITTALS

- A. All submittals to be in PDF format.
- B. Product Data: For each type of product indicated.
- 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-12-inch (300-by-300-mm) square of fabric reinforcement sheet.

- 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. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing system.
- H. Maintenance Data: For roofing system to include in maintenance manuals.
- I. Warranties: Special warranties specified in this Section.
- J. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications:
  - 1. 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.
  - 2. Roofing Contractor must be the Prime Contractor.
  - 3. Contractor shall have in place a formal safety program for review.
  - 4. Contractor must be experienced in cold process, multi-ply modified roofing systems.
  - 5. Contractor shall obtain written certification or letter from the manufacturer certifying that the installer is approved by the manufacturer for installation of the specified roofing system.
  - 6. Contractor must utilize material manufacturer's technical inspectors.
  - 7. Contractor shall disclose if the organization has ever failed to complete any work awarded to it.
  - 8. Contractor shall disclose if there are any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers. If so, please attach details with bid package on bid due date.
  - 9. Contractor shall disclose if the organization has filed any law suits or requested arbitration with regard to construction contracts within the last five years.
  - 10. Lack of requested documentation as specified above shall be considered non-responsive and shall be just cause for rejection.
- B. Manufacturer Qualifications:
  - 1. A qualified manufacturer that has UL listing for roofing system identical to that used for this Project.
  - 2. 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.
  - 3. Manufacturer shall provide a copy of the warranty showing that it meets the warranty requirements in the specifications. Provide list with the bid package on bid due date.
  - 4. Manufacturer shall provide a full time field technical service representative available for monitoring the project. The full time field technical service representative will provide a written inspection report to the architect twice a week. A copy will also be sent to the owner's representative.
  - 5. Lack of requested documentation as specified above shall be considered non-responsive and shall be just cause for rejection.

- C. Technical Inspector: Contact Manufacturer's Representative
- D. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.
- E. Source Limitations: Obtain components for roofing system from or approved by roofing system manufacturer.
- F. 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.
- G. Pre-installation 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, Architect if applicable, roofing Installer, roofing system manufacturer's representative, and any sub contractors 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. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
  - 5. Review governing regulations/requirements for insurance and certificates if applicable.
  - 6. Review temporary protection requirements for roofing system during and after 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 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, without monetary limitation, 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, insulation, insulation adhesive, fasteners, flashings, asphalt, felts, mastics, pipe vents, caulking, termination strips, etc. as well as all metal work, wood nailers, cants, etc. The warranty coverage will include all wind damage up to 74 mph.
  - 2. Manufacturer will provide the following as part of the warranty, at years 2, 5, 10 and 15:
    - a. Inspection by a Technical Service Representative and delivery of a written inspection report documenting roof conditions.
  - 3. Warranty Period: 15 years from date of Substantial Completion.
- 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 existing and newly installed roofing membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, for the following warranty period:
  - 1. Warranty Period: Two years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis-of-Design Product: The roof system specified in this section is based upon Tremco, Inc. products named in other Part 2 articles. Subject to compliance with requirements, provide the named product or an approved comparable product.

### 2.2 MATERIALS

- A. General: Roofing materials recommended by roofing system manufacturer for intended use and compatible with components of existing membrane roofing system.
- B. Temporary Roofing Materials: Selection of materials and design of temporary roofing is responsibility of Contractor.
- C. General: Provide adhesive and sealant materials recommended by roofing manufacturer for intended use and compatible with built-up roofing.

1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.

## 2.3 FLUID-APPLIED ROOFING MEMBRANE

- A. Polyurethane Elastomeric Fluid-Applied System: An elastomeric, two-part, bio-based, polyurethane fluid-applied roofing formulated for application to existing built-up roofing, with the following minimum physical properties:

1. Aliphatic Urethane Base Coat:
  - a. Volatile Organic Compounds (VOC), ASTM D 3960: Not greater than 1 g/L ( A+B mix).
  - b. Tensile Strength: 1,400 lb / sq. in., ASTM D 412.
  - c. Water Vapor Transmission: 0.19 perms, ASTM E96.
  - d. Low Temperature Flexibility: Pass at -25 deg F, ASTM D522.
  - e. Tear Strength: 309 lbf, ASTM D 5147.
  - f. Water Absorption: 0.008, ASTM D 471.
  - g. Indentation Hardness: 88 Shore A, ASTM D 2240.
  - h. Dimensional Stability: less than 0.1 %, ASTM D 5147.
  - i. Volume Solids: 100%, ASTM D 2697.
  - j. Weight Solids: 100%, ASTM D 1644.
  - k. Viscosity: 2,500 – 5,500 cp, ASTM D 2196.
2. Aliphatic Urethane Top Coat:
  - a. Volatile Organic Compounds (VOC), ASTM D 3960: Not greater than 6 g/L ( A+B mix).
  - b. Tensile Strength: 1,400 lb / sq. in., ASTM D 412.
  - c. Water Vapor Transmission: 0.19 perms, ASTM E96.
  - d. Low Temperature Flexibility: Pass at -25 deg F, ASTM D522.
  - e. Tear Strength: 309 lbf, ASTM D 5147.
  - f. Water Absorption: 0.008, ASTM D 471.
  - g. Indentation Hardness: 81 Shore A, ASTM D 2240.
  - h. Dimensional Stability: less than 0.1 %, ASTM D 5147.
  - i. Reflectivity: 84%, ASTM C 1549.
  - j. Emissivity: 87%, ASTM C 1371.
  - k. SRI: 105, ASTM E 1980.
  - l. Volume Solids: 100%, ASTM D 2697.
  - m. Weight Solids: 100%, ASTM D 1644.
  - n. Viscosity: 2,500 – 5,500 cp, ASTM D 2196.
3. Polyester Reinforcement (membrane only): 100% stitchbonded, mildew and rot resistant, polyester fabric for fluid-applied membrane and flashing.
  - a. Basis of Design Product: Tremco, Permafab Polyester Reinforcing.
  - b. Weight: 3 oz./sq yd.
  - c. Elongation: 61.65% (avg., MD and XMD), ASTM D 1682.
  - d. Trapezoid (Tear Strength): 16.1 lbs. (avg., MD and XMD), ASTM D 1117
  - e. Tensile Strength: 51.1 lbs. (avg., MD and XMD), ASTM D 1682.
  - f. Mullen Burst: 176.8 lbs., ASTM D 3786.

## 2.4 AUXILIARY ROOFING MEMBRANE MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with existing roofing system and fluid-applied roofing system.
- B. Metal Surface Primer: Single-component, water based primer to promote adhesion of base coat to metal surfaces by roofing system manufacturer.
- C. Mastic Sealant: Polyisobutylene, plain or modified bitumen, nonhardening, nonmigrating, nonskinning, and nondrying.

## 2.5

- A. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

## 2.6 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 (Where found wet / damaged): ASTM C 1289, Type II, glass-fiber mat facer on both major surfaces.
  - 1. Size: 4' x 4'.
  - 2. Min thickness: 1.5" – 2 Layers

## 2.7 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.
- B. Tapered Edge Strips at drain locations where required: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.

## 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 blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
  - 3. Verify that concrete curing compounds that will impair adhesion of roofing components to roof deck have been removed.
  - 4. Verify that deck is securely fastened with no projecting fasteners and with no adjacent units in excess of 1/16 inch (1.6 mm) out of plane relative to adjoining deck.

5. 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. Power wash all areas of the roof prior to starting.
- 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. Prime the existing membrane with water based, polyurethane primer via roller / brush at a rate of 200 square feet / gallon.

### 3.3 INSULATION INSTALLATION (REPAIRS WHERE REQUIRED)

- A. Comply with roofing system manufacturer's written instructions for installing roof insulation.
- B. 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.
- C. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- D. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
- E. Adhered Insulation to substrate: Install each layer of insulation and fasten to substrate as follows:
  1. Mechanically fasten the two layers of insulation to the steel deck with fasteners / plates (6 fasteners per 4' x 4' board).

### 3.4 FLUID-APPLIED MEMBRANE APPLICATION, ALL ROOF SECTIONS

- A. Primer: AlphaGuard WB Primer
  1. Application Rate: 200 Square Feet / Gallon
- B. Base Coat: Apply coating base coat to substrate surfaces in accordance with manufacturer's written instructions. Back roll to achieve minimum wet mil coating thickness as recommended by manufacturer; verify thickness of base coat as work progresses.
  1. Mix components together as per manufacturers instructions.
  2. Apply base coat on prepared and primed surfaces and spread coating evenly.
  3. Application Rate: 3 gal./Sq. (48 wet mils) minimum.
  4. Embed polyester mat reinforcement into wet base coat at all membrane field laps and flashing laps (not factory laps). Lap adjacent flashing pieces of polyester mat minimum 3 inches along edges and 6 inches at end laps.

5. Roll surface of polyester reinforcing to completely embed and saturate fabric. Leave finished base coat with fabric, free of pin holes, voids, or openings.
  6. Apply base coat over all areas of the roof at a rate of 2.5 – 3.0 gallons per 100 square feet.
  7. Allow base coat to cure prior to application of top coat for no more than 72 hours or re-prime.
- C. Fluid-Applied Flashing Application: Complete base coat and polyester reinforcement at parapets, curbs, penetrations, and drains prior to application of field of fluid-applied membrane.
1. Extend coating minimum of 8 inches up vertical surfaces and 4 inches onto horizontal surfaces.
  2. Roof Drains: Install base coat onto surrounding membrane surface and metal drain bowl flange. Install target piece of polyester reinforcement immediately into wet base coat and roll to fully embed and saturate fabric. Reinstall clamping ring and strainer following application of top coat. Replace broken drain ring clamping bolts.
- D. Top Coat: Apply top coat uniformly in a complete installation to flashings and field of roof.
1. Mix components together as per manufacturers instructions
  2. Prime base coat prior to application of top coat if top coat is not applied within 72 hours of the base coat application, using manufacturer's recommended primer.
  3. Apply top coat to flashings extending coating up vertical surfaces and out onto horizontal surfaces 4 inches. Install top coat over field base coat and spread coating evenly.
  4. Back roll to achieve wet mil thickness as recommended by manufacturer. Apply ceramic graules as a tread surface, back rolled.
  5. Application Rate: 2 gal./Sq. (32 wet mils) minimum
  6. Avoid foot traffic on new fluid-applied membrane for a minimum of 24 hours.

### 3.5 FIELD QUALITY CONTROL

- A. 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.
- B. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.

### 3.6 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 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.

END OF SECTION 070150.73

## SECTION 070150.71 - REHABILITATION OF METAL ROOFING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. This Section includes the following:

1. Roof coating preparation including restoration of metal roof panel joints, fasteners, and flashing, and cleaning preparation for coating.
2. Application of coating on metal roofing and coping caps.

#### 1.2 MATERIALS OWNERSHIP

A. Demolished materials shall become Contractor's property and shall be removed from Project site.

#### 1.3 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 "Standard Terminology Relating to Roofing and Waterproofing" and glossary in applicable edition of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" for definition of terms related to roofing work in this Section.
- B. Existing Roofing System: Metal roofing, and components and accessories between deck and metal roofing.
- C. Roofing Coating Preparation: Existing roofing that is to remain and be prepared to accept restorative coating application.
- D. Patching: Removal of a portion of existing metal roofing system from deck or removal of selected components and accessories from existing metal roofing system and replacement with similar materials.
- E. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- F. Existing to Remain: Existing items of construction that are not indicated to be removed.
- G. Manufacturer/Roofing Manufacturer: Manufacturer of roofing restoration products, unless otherwise indicated.

#### 1.4 ROOFING CONFERENCES

- A. Roofing Rehabilitation Preinstallation Conference: Conduct conference at Project site to review methods and procedures related to roofing system.
1. Meet with Owner; Architect; roofing coating materials manufacturer's representative; roofing coating Installer including project manager and foreman; and installers whose work interfaces with or affects rehabilitation including installers of roof accessories and roof-mounted equipment requiring removal and replacement as part of the Work.

2. Review methods and procedures related to coating preparation, including metal roofing coating system manufacturer's written instructions.
3. Review temporary protection requirements for existing roofing system that is to remain uncoated, during and after installation.
4. Review roof drainage during each stage of coating 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 base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect coating.
7. Review HVAC shutdown and sealing of air intakes.
8. Review shutdown of fire-suppression, -protection, and -alarm and -detection systems.
9. Review governing regulations and requirements for insurance and certificates if applicable.
10. Review existing conditions that may require notification of Owner before proceeding.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product specified.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and Roofing Inspector.
- B. Contractor's Product Certificate: Submit notarized certificate, indicating products intended for Work of this Section, including product names and numbers and manufacturers' names, with statement indicating that products to be provided meet the requirements of the Contract Documents.
- C. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
  1. Indicate that proposed system components are compatible.
- D. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing rehabilitation system.
- E. Warranties: Unexecuted sample copies of special warranties.
- F. Photographs or Video Recordings: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, which might be misconstrued as having been damaged by coating operations. Submit before Work begins.
- G. Inspection Reports: Reports of Roofing Inspector. Include weather conditions, description of work performed, tests performed, defective work observed, and corrective actions required and carried out.

1. Submit report within 48 hours after inspection.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: To include in maintenance manuals.
- B. Warranties: Executed copies of approved warranty forms.

#### 1.8 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and certified by manufacturer, including a full-time on-site supervisor with a minimum of five years' experience installing products comparable to those specified, able to communicate verbally with Contractor, Architect, and employees, and the following:
  1. Qualified by the manufacturer to install manufacturer's product and furnish warranty of type specified.
- B. Manufacturer Qualifications: Primary product manufacturer that is UL listed for roofing system identical to that specified for this Project, with minimum five years' experience in manufacture of comparable products in successful use in similar applications, and able to furnish warranty with provisions matching specified requirements.
- C. Approval of Other Manufacturers and Comparable Products: Submit the following in accordance with project substitution requirements, within time allowed for substitution review:
  1. Product data, including certified independent test data indicating compliance with requirements.
  2. Samples of each component.
  3. Sample submittal from similar project.
  4. Project references: Minimum of five installations of specified products with Owner and Architect contact information.
  5. Sample warranty.
  6. Approved manufacturers must meet separate requirements of Submittals Article.
- D. Substitutions following award of contract are not allowed except as stipulated in Division 01 General Requirements.
- E. Roofing Inspector Qualifications: A technical representative of manufacturer not engaged in the sale of products and experienced in the installation and maintenance of the specified roofing system, qualified to perform roofing observation and inspection specified in Field Quality Control Article, to determine Installer's compliance with the requirements of this Project, and approved by the manufacturer to issue warranty certification. The Roofing Inspector shall be one of the following:
  1. An authorized full-time technical employee of the manufacturer.



2. An independent party certified as a Registered Roof Observer by the International Institute of Building Enclosure Consultants (formerly the Roof Consultants Institute) retained by the Contractor or the Manufacturer and approved by the Manufacturer.

#### 1.9 PROJECT / FIELD CONDITIONS

- A. Weather Limitations: Proceed with rehabilitation work only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building.
  1. Store all materials prior to application at temperatures recommended by manufacturer.
  2. Apply coatings within range of ambient and substrate temperatures recommended by manufacturer.
  3. Do not apply roofing in snow, rain, fog, or mist.
- B. Protect building to be rehabilitated, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from rehabilitation operations.
- C. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- D. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
- E. Owner will occupy portions of building immediately below re-coating area. Conduct re-coating so Owner's operations will not be disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.

#### 1.10 WARRANTY

- A. Manufacturer's Warranty: Roof System Manufacturer's standard form in which Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within warranty period, as follows.
  1. Form of Warranty: Manufacturer's standard warranty form.
  2. Scope of Warranty: Work of this Section and including sheet metal details and termination details installed by the roof system Installer and approved by the Roof System Manufacturer.
  3. Warranty Period: 10 years from date of completion.
- B. Manufacturer Inspection Services: By manufacturer's technical representative, to report maintenance responsibilities to Owner necessary for preservation of Owner's warranty rights. The cost of manufacturer's inspections is included in the Contract Sum.
  1. Inspections to occur in following years: 2, 5, 10 following completion.
- C. Installer Warranty: Installer's warranty signed by Installer, as follows.
  1. Form of Warranty: Form acceptable to Roofing Manufacturer and Owner.

2. Scope of Warranty: Work of this Section.
3. Warranty Period: 5 years from date of completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis of Design: The roof system specified in this Section is based upon products of Tremco, Inc., Beachwood, OH, (800) 562-2728, [www.tremcoroofing.com](http://www.tremcoroofing.com) that are named in other Part 2 articles..
  1. Manufacturers of comparable products: Approved by Architect prior to bid.
- B. Source Limitations: Obtain components for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacture

### 2.2 PERFORMANCE REQUIREMENTS

- A. General: Provide coated metal roofing system that remains weathertight; does not permit the passage of water; and resists 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. Exterior Fire-Test Exposure: Roofing system exterior fire-test exposure performance following application of rehabilitation coating shall be not be less than that of the pre-rehabilitated roof performance when tested in accordance with ASTM E108, based upon manufacturer's tests of identical applications.

### 2.3 MATERIALS, GENERAL

- A. General: Restoration materials recommended by roof coating manufacturer for intended use and compatible with components of existing metal roofing system.

### 2.4 METAL COATING MATERIALS

- A. Metal Restoration Coating:
  1. Acrylic Urethane Paint: Single-component water-based direct-to-metal, low-odor and low-VOC.
    - a. Basis of design product: Tremco, Solargard 6083 Coating System.
  2. Acrylic Roof Coating, Highly-Reflective Elastomeric: ASTM D6083, applied as base coat plus finish coat over prepared and primed roof surfaces.
    - a. Basis of design product: Tremco, Solargard 6083 Base and Top Coat.
    - b. Solar Reflectance Index (SRI), white, ASTM E1980: 105 initial; 100 aged.

- c. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 50 g/L.
- d. Tensile Strength at 73 deg. F (23 deg. C), minimum, ASTM D2370: 250 psi (1700 kPa).
- e. Elongation at 73 deg. F (23 deg. C), minimum, ASTM D2370: 350 percent.
- f. Flexibility at -15 deg F (-26 deg C), ASTM D522: Pass 1/2 inch mandrel bend after 1000 hrs. accelerated weathering.
- g. Solids by weight, minimum ASTM D1644: 60 percent.
- h. Solids by volume, minimum ASTM D2697: 50 percent.
- i. Color, Top Coat: PATINA GREEN.
- j. Minimum Thickness over Metal: 16 mils (0.40 mm) wet each coat for base and finish coats.

B. Metal Primer:

- 1. Acrylic primer formulated for use with acrylic coatings on PVDF-coated metal.
  - a. Basis of design product: Tremco, SOLARGARD Fluoro-Prime.
  - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 50 g/L.
  - c. Solids by volume, minimum: 5 percent.
  - d. Application: 6 to 8 wet mils; (0.15 to 0.20 mm) wet.

2.5 AUXILIARY MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with existing roofing system and roofing coating system.

B. Seam Reinforcing Fabric:

- 1. Polyester Reinforcing and Protection Fabric: 100 percent stitch-bonded mildew-resistant polyester fabric intended for reinforcement of compatible fluid-applied membranes and flashings and as a protection layer under pavers or stone aggregates.
  - a. Basis of design product: Tremco, Permafab.
  - b. Tensile Strength, Minimum, ASTM D1682: 50 lbf (23 kg) avg..
  - c. Elongation, Minimum, ASTM D1682: 60 percent.
  - d. Tear Strength, Minimum, ASTM D1117: 16 lbf (7.3 kg) avg..
  - e. Weight: 3 oz./sq. yd (102 g/sq. m).

- C. Seam Sealer: Waterproof seam and fastener patching material.
  - 1. Seam Sealer: Aliphatic polyurethane sealer, single-component, moisture curing, high solids, low-VOC, formulated for compatibility and use with specified roofing substrates.
    - a. Basis of design product: Tremco, SOLARGARD Seam Sealer.
    - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 75 g/L.
    - c. Tensile Strength, ASTM D412: 270 psi (1860 kPa).
    - d. Tear Strength, ASTM D412: 35 pli (6 kN/m).
    - e. Elongation, ASTM D412: 700 percent.
    - f. Color: White.
- D. Joint Sealant: Elastomeric joint sealant compatible with applied coating, with movement capability appropriate for application.
  - 1. Joint Sealant, Polyurethane: ASTM C920, Type S, Grade NS, Class 50 single-component moisture curing sealant, formulated for compatibility and use in dynamic and static joints; paintable.
    - a. Basis of design product: Tremco, TremSEAL Pro.
    - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 40 g/L.
    - c. Hardness, Shore A, ASTM C661: 40.
    - d. Adhesion to Concrete, ASTM C794: 35 pli.
    - e. Tensile Strength, ASTM D412: 350 psi (2410 kPa).
    - f. Color: Closest match to substrate.
- E. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FM 4470; designed for fastening metal roofing components to substrate; tested by fastener manufacturer for required pullout strength; and acceptable to roofing system manufacturer.
- F. Metal Flashing Sheet: Provide metal flashing sheet matching type, thickness, finish, and profile of existing metal flashing and trim.

### PART 3 - EXECUTION

#### 3.1 EXISTING WARRANTIES

- A. Notify warrantor of extent of work. Do not proceed with work that will diminish Owner's protection under existing warranties unless directed by Owner.

### 3.2 EXAMINATION

- A. Examine existing roofing substrates, with Installer present, for compliance with requirements and for other conditions affecting application and performance of roof coatings
  - 1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance.
  - 2. Verify compatibility with and suitability of substrates.
  - 3. Verify that substrates are visibly dry and free of moisture.
  - 4. Verify that metal roofing is free of rust affecting structural integrity of roofing, or other indications of impending metal roof system failure.
  - 5. Application of coatings indicates acceptance of surfaces and conditions.

### 3.3 PREPARATION

- A. Protect existing roofing system that is indicated not to be coated, and adjacent portions of building and building equipment.
  - 1. Comply with warranty requirements of existing roofing manufacturer.
  - 2. Maintain temporary protection and leave in place until roofing rehabilitation has been completed.
- B. Shut down air intake equipment in the vicinity of the Work in coordination with the Owner. Cover air intake louvers before proceeding with rehabilitation work that could affect indoor air quality or activate smoke detectors in the ductwork.
  - 1. Verify that rooftop utilities and service piping affected by the Work have been shut off before commencing Work.
- 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.
  - 1. Do not permit water to enter into or under existing metal roofing system components that are to remain.

### 3.4 ROOFING COATING PREPARATION

- A. Metal Roofing Surface Preparation:
  - 1. Remove ridges, buckles, failed or loose roofing fasteners, and other substrate irregularities from existing metal roofing that would inhibit application of uniform, weathertight coating.
  - 2. Repair metal roofing at locations where irregularities have been removed.
  - 3. Provide replacement fasteners where required.
  - 4. Provide additional fasteners where required to meet performance requirements.

5. Clean substrate of contaminants such as dirt, debris, oil, and grease that can affect adhesion of coating by power washing at minimum 2,000 psi (13,800 kPa). Remove existing coatings if any. Allow to dry thoroughly.
6. Verify that existing substrate is dry before proceeding with application of coating.
7. Perform adhesion testing before proceeding with application of coating.

### 3.5 FLASHING REPAIR

- A. Repair existing base flashings around parapets, curbs, walls, and penetrations.
- B. Do not damage metal counterflashings that are to remain. Replace metal counterflashings damaged during removal with counterflashings of same metal, weight or thickness, and finish.
- C. Repair flashings, copings, and other roof-related sheet metal and trim elements. Reseal joints, replace loose or missing fasteners, and replace components where required to leave in a watertight condition.

### 3.6 ROOF COATING APPLICATION

- A. Primer: Fully prime all areas with specified primer.
- B. Coating: Apply number of coats and thickness of coats indicated in Part 2 product listing and as required in manufacturer's written instructions.
- C. Joint Sealant: Apply joint sealant at exposed movement joints, terminations, and where required for complete weathertight application.

### 3.7 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period.
- B. Correct deficiencies in or remove coating that does not comply with requirements, repair substrates, and reapply coating.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 070150.71

SECTION 075216 – STYRENE-BUTADIENE-SYTRENE (SBS) MODIFIED BITUMANOUS MEMBRANE – COLD APPLIED

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
  - 1. Cold process Modified Bitumen roofing system.
  - 2. Roof insulation.
  - 3. Modified Bitumen Flashings
  - 4. Aluminum coating / surfacing.
  
- B. Related Sections include the following:
  - 1. Division 6 Section "Rough Carpentry" for wood nailers, cants, curbs, and blocking.
  - 2. Division 7 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counterflashings.

1.2 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. Cold Applied Adhesive – An asbestos free, bio-based, two-part urethane, 100% solids, cold applied roof membrane adhesive.

1.3 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. Flashings: Provide base flashings, perimeter flashings, detail flashings and component materials that comply with requirements and recommendations NRCA Roofing and Waterproofing Manual (Fifth Edition) for Construction Details and SMACNA Architectural Sheet Metal Manual (Fifth Edition) for Construction Details, as applicable.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated upon the request of the Owner.
  
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other Work.

1. Base flashings, cants, and membrane terminations.
  2. Tapered insulation, including slopes.
  3. Crickets, saddles, and tapered edge strips, including slopes.
  4. Insulation fastening patterns.
- C. Samples for Verification: For the following products upon the request of the Owner's representative.
1. 12-by-12-inch (300-by-300-mm) square of ply sheet.
  2. 12-by-12-inch (300-by-300-mm) square of flashing sheet, of color specified.
  3. 12-by-12-inch (300-by-300-mm) square of roof insulation.
  4. 1 qt. container of cold insulation adhesive.
- D. Qualification Data: For Installer and manufacturer.
- 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 system manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
1. Submit evidence of meeting performance requirements.
- G. 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.
- H. Research/Evaluation Reports: For components of roofing system.
- I. Maintenance Data: For roofing system to include in maintenance manuals.
- J. Warranties: Special warranties specified in this Section.
- K. Technical Inspectors Approval: Evidence of roofing system manufacturer's compliance with technical inspector qualifications.
- L. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.

#### 1.5 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: Engage a technical inspector a minimum of 1 day per 1,000 square feet of installation to monitor installation of the roof system. 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. **Testing Agency Qualifications:** An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.
- G. **Source Limitations:** Obtain components for roofing system approved by the primary roofing system manufacturer.
- H. **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.
- I. **Preliminary Roofing Conference:** Before starting roof deck construction, conduct conference at Project site. Comply with requirements for pre-installation conferences in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following:
  - 1. Meet with Owner, Specifier, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, 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.
- J. **Preinstallation Conference:** Conduct conference at Project site. Review methods and procedures related to roofing system including, but not limited to, the following:

1. Meet with Owner, Specifier, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, 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.

#### 1.6 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.

#### 1.7 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.
- B. Additional Contractors: Other contractors may be working under or around the existing roof area. The roof contractor will need to coordinate activities on a limited basis for the General Contractor on site or specialty Restoration / Masonry Contractor.

## 1.8 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, insulation adhesive, cover boards, substrate board, walkway products and other components of roofing system.
  - 2. Warranty Period: Twenty **(20)** years from date of Substantial Completion for new roof assemblies.
  
- 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, insulation adhesive, cover boards, substrate boards, roof pavers, and walkway products, for the following warranty period:
  - 1. Warranty Period: **Two (2)** years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products of the following: The "Basis of Design" specification is based upon TREMCO, Inc. materials and roof systems.
  
- B. 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. Additional Manufacturers May Include:
  - 1. The Garland Company
  - 2. Veridian Building Products
  
- C. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified.

### 2.2 SBS-MODIFIED ASPHALT-SHEET MATERIALS – POWER PLY Fire Rated CAP SHEET

- A. Roofing Modified Bitumen Membrane Cap Sheet: Granule surfaced with fire resistant characteristics: polyester- and glass-fiber-reinforced, SBS-modified asphalt sheet; exceeding the requirements of D6162, Type III; suitable for application method specified, and as follows:
  - 1. Thickness: 3.5 mm; ASTM D 5147
  - 2. Tensile Strength: 410 lbf/in MD, 370 lbf/in XMD ASTM D 5147

### 2.3 BASE-PLY SHEET MATERIALS – POWER PLY STANDARD BASE SHEET

- A. Base Ply Sheet: SBS reinforced high strength ply sheet: ASTM D 6164, Type I, Grade S Asphalt coated.
  - 1. Thickness: 2.4mm; ASTM D 5147-07b
  - 2. Tensile Strength: 78 lb MD, 80 XMD ASTM D 5147-07b
  - 3. Pliability, ½": No Failures, ASTM D 146-90
  - 4. Asphalt: 10lb/100sf; ASTM D 228-90a

### 2.4 MEMBRANE ADHESIVE MATERIALS – ENDURE BIO ADHESIVE

- A. Two Part Urethane, 100% solids, bio based, asbestos free, cold applied roof membrane adhesive.

### 2.5 BASE FLASHING SHEET MATERIALS (SAME AS MEMBRANE)

- A. Flashing Sheet: Glass-fiber-reinforced, SBS -modified bitumen membrane, Type III, Grade G; granular surfaced; suitable for application method specified, and as follows:
- B. Backer Sheet: ASTM D 6164, SBS Asphalt coated Bilaminate reinforced high strength ply sheet.
- C. Flashing Sheet Adhesive:
  - 1. Fibrated Asphaltic Brush Grade mastic by Roof System Manufacture.
- D. Glass-Fiber Fabric: Woven glass-fiber cloth, vinyl coated, complying with ASTM D 1668, Type I.

### 2.6 AUXILIARY ROOFING MEMBRANE MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.
- B. Asphalt Primer: ASTM D 41. Quick drying water based asphaltic primer.
- C. Coping Underlayment: ExxoAire 110 AT Self adhered impermeable vapor retarder / underlayment.
- D. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application.
- 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.
- G. Surface Granules: White ceramic granules for covering overspray or foot marks on finished roof system.
- H. Walk pads: 3 x 4' x ½" thick Modified Bitumen granule surface walk pads (located at bottoms and tops of ladders, doors, hatches, HVAC access panels ).

- I. Mastic Sealant: Polyisobutylene, plain or modified bitumen, nonhardening, nonmigrating, nonskinning, and nondrying.

## 2.7 INSULATION ACCESSORIES

- A. General: Furnish roofing insulation accessories supplied by roofing system manufacturer for intended use and compatible with roof system.
- 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.
    - 1. 2.0" Thick x 4' x 4' Boards
    - 2. Tapered Thickness Boards x 4' x 4' Boards
- C. Cover Board:
  - 1. SecureRock Primed Gypsum Board  
Thickness: ½" (One Half Inch Thick) – 4' x 4'
- D. Insulation Cant Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.
- E. Wood Nailer stops: Comply with requirements in Division 6 Section "Miscellaneous Carpentry."
- F. Cold Fluid-Applied Insulation Adhesive: multi - component, bio based, polyurethane low-rise adhesive.

## 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 wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thickness of insulation.
  - 3. Verify that concrete curing compounds that will impair adhesion of roofing components to roof deck have been removed.
  - 4. 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 gutters and conductors and from spilling or migrating onto surfaces of other construction.

- C. Inspect the condition of the existing wood blocking, sheathing and nailers to confirm they are suitable to remain. Correct as needed.

### 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. Wood fiber cants: Install and secure preformed 45-degree wood fiber cants at junctures of roofing membrane system with vertical surfaces or angle changes greater than 45 degrees.
- C. 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.
  - 2. Mechanically fasten the layer of thermal insulation into the wood deck with each fasteners penetrating the deck a minimum of 1". Install 6 fasteners per 4' x 4' board.
- D. Adhered Insulation / Coverboard: Install each layer of insulation and adhere to substrate as follows:
  - 1. Set each layer of insulation in a low rise insulation adhesive.
  - 2. Adhere insulation to resist uplift pressure at corners, perimeter, and field of roof.
  - 3. Immediately "walk-in" 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 cold applied asphalt adhesive 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.

### 3.5 MEMBRANE BASE-PLY SHEET INSTALLATION

- A. Install a fiberglass reinforced base-ply sheet according to roofing system manufacturer's written instructions starting at low point of roofing system. Align reinforced base-ply sheets without

stretching. Shingle side laps of reinforced base-ply sheets uniformly to ensure required number of reinforced base-ply sheets covers substrate at any point. Shingle in direction to shed water. Extend reinforced base-ply sheets over and terminate beyond cants.

1. Embed each reinforced base-ply sheet in a continuous application of cold adhesive, to form a uniform membrane without reinforced base-ply sheets touching.
2. Run sheet parallel to slope of roof.
3. Application rate: 2 gallons / 100 sq. ft. / ply.
4. Broom plies immediately after application.

### 3.6 SBS-MODIFIED BITUMINOUS MEMBRANE INSTALLATION

- A. Install modified bituminous roofing membrane sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants, installing as follows:
1. Unroll MB rolls and stack neatly to allow the rolls to relax a minimum of 24 hours prior to application.
  2. Adhere to substrate in cold applied adhesive.
  3. Application rate: 2 gallons / 100 sq. ft.
  4. Cut rolls into maximum 16' lengths.
  5. Run sheet parallel to slope of roof.
  6. Roll membrane immediately after application with a 75# roller.
  7. Cut all end lap corners to a round profile.
- B. Laps: Accurately align roofing membrane sheets, without stretching, and maintain uniform side and end laps. Stagger end laps.
1. Repair tears and voids in laps and lapped seams not completely sealed.
  2. Provide a continuous seal, leaving no voids.
  3. Lap Seals: Use hot air gun and Leister machine to apply heat weld to all field laps and flashing laps prior to application of reflective coating. Ensure membrane adhesive is no more than 1" away from seam being welded. No welding until the adhesive and cap sheet have been installed for 24 hours to ensure full bond of adhesive to cap sheet.
  4. Use weighted roller to eliminate air pockets during the field lap weld process.
- C. Install roofing membrane sheets so side and end laps shed water.

### 3.7 FLASHING AND STRIPPING INSTALLATION

- A. Install 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 application of cold mastic adhesive. Application rate: 12 square feet per gallon approximately 1/8" thickness.
  3. Prime substrates with asphalt primer as required by roofing system manufacturer.
  4. Flashing Sheet Application: Adhere flashing sheet to substrate in cold mastic adhesive applied at rate of 12 square feet per gallon.
  5. Repair tears and voids in laps and lapped seams not completely sealed.
  6. Provide a continuous seal, leaving no voids.

- B. Extend base flashing up walls or parapets a minimum of 8 inches above roofing membrane and 6 inches onto field of roofing membrane.
- C. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.
  - 1. Seal top termination of base flashing with a strip of glass-fiber fabric set in asphalt roofing cement.
- D. Install roofing membrane cap-sheet stripping where metal flanges and edgings are set on membrane roofing according to roofing system manufacturer's written instructions.
- E. Roof Drains: Set 30-by-30-inch) metal flashing in bed of asphalt roofing cement on completed roofing membrane. Cover metal flashing with stripping and extend a minimum of 4 inches beyond edge of metal flashing onto field of roofing membrane. Clamp roofing membrane, metal flashing, and stripping into roof-drain clamping ring.
  - 1. Install target flashing-sheet stripping by same method as installing base flashing.
  - 2. Provide and install new drain hardware (bolts, nuts, washers) to all drain assemblies.
  - 3. Provide and install cast iron drain strainers to the existing drain rings if missing or damaged.

REFERENCE FOR ADDITIONAL DETAILS NOT INCLUDED WITH SPECIFICATION DRAWINGS -NRCA ROOFING AND WATERPROOFING MANUAL – 5<sup>TH</sup> ED

3.8 WALKWAY PAD INSTALLATION

- A. Install walkway pads near ladders and access doors. Pads are to be installed over finished roof surface set in mastic globs in the corners of underside of each pad to allow for water flow under the pad.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner may 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, 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 Architect.
  - 1. Notify Specifier or 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, 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 Architect and 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.

END OF SECTION 075216

## SECTION 076200 - SHEET METAL ROOFING, 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 counter-flashings, coping caps, metal edges and reglets / receivers.
  2. Formed low-slope roof flashing and trim.
  3. Formed wall flashing and trim.
  4. Formed equipment support flashing.
  5. Manufactured Roof Panels
- B. Related Sections include the following:
  1. Division 6 Section "Rough Carpentry Miscellaneous Carpentry" for wood nailers, curbs, and blocking.
  2. Division 7 Section "SBS-Modified Bituminous Membrane Roofing " for installing sheet metal flashing and trim integral with roofing membrane.
  3. Division 7 Section "Thermoplastic Single Ply Membrane 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) Thickness of finished trim: 24 gauge
    - 3) Thickness of cleat: 22 gauge
    - 4) Color: Patina Green

## 2.3 UNDERLAYMENT MATERIALS

- A. ExoAire 110AT – 18 Mil composite impermeable membrane.
- B. Temporary Sheeting: EPDM Sheeting: .045 mil thick, EPDM sheeting

## 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.
  1. Tremseal D
- E. 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. Roof Edge Flashing, Coping Caps: 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. Note: Gutters may be seamless and exceed 10 feet in length.
  - 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. Roof-Penetration Flashing: Fabricate from the following material:
  - 1. Kynar Finished Galvanized Steel: 24 gauge thick.
- D. Roof-Drain Flashing: Manufactured retrofit drain assembly.

## 2.7 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Equipment Support Flashing: Fabricate from the following material:
  - 1. Galvanized Steel: 24 gauge thick.
  - 2. Color: Patina Green

## 2.8 MANUFACTURED ROOF PANELS

- A. TremLock VP Panel
  - 1. Galvanized Steel: 24 gauge thick.
  - 2. Color: Patina Green
  - 3. Panel Size: 16" wide x 8'6" Long
  - 4. Rib Height: 1.5"

## 2.9 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.
- 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.
- B. Reglets: Installation of new counterflashings, utilizing existing reglet receivers where height permits (8" minimum). In the case height doesn't permit, new reglet masonry joints must be cut.

### 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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Summer, 2024 Nuclear Moisture Survey



Roof Section #1 - Overview Photo.

Overview Photo

Overview Photo

Overview Photo.

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Summer, 2024 Nuclear Moisture Survey



Roof Section #1 - Overview Photo. The air handler penthouse roof will remain in place and will be coated with a polyurethane coating system.



Overview Photo. The access hatch shall have a protective railing system installed around it.



Overview Photo. The area in the photo includes a 2' x 4' area of wet insulation. It was the only wet insulation area located on the building.



Overview Photo. Large split at the valley line. This appears to have been repaired several times.



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Roof Section #1 - Overview Photo. Several of the roof areas have significant pitch (1:12) or greater.



Overview Photo. The elevator penthouse will require roof replacement with the main roof replacement.



Overview Photo. The entire roof was checked for moisture in a 5' x 5' grid pattern. No wet insulation was found except for one small area near the hatch.



Overview Photo.

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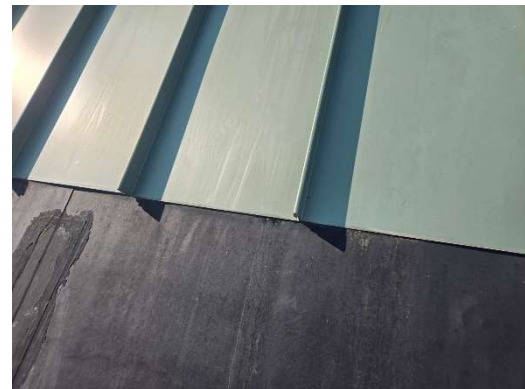
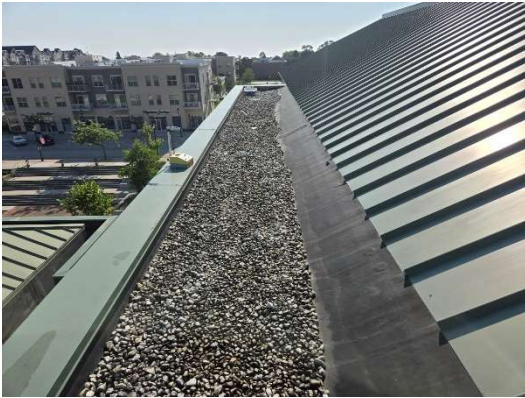


Roof Section #2 - Overview Photo. The roof flashings are in very poor condition and are tented / pulled away from the walls. The roof should be replaced as soon as funding permits.

Overview Photo. A nuclear moisture scan showed no moisture in the roof system.



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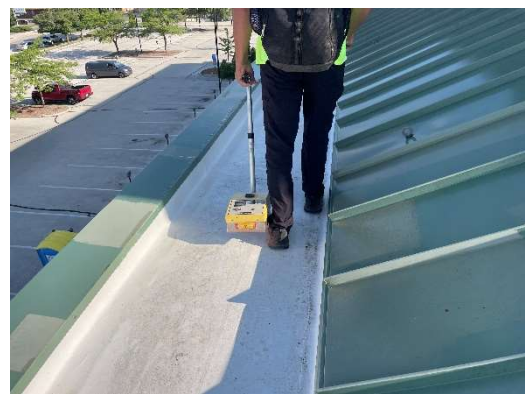
Roof Section #3 - Overview Photo.

Overview Photo. The roof has severely tented / stretched flashings. The roof should be replaced as soon as funding permits.

Overview Photo. Severely tented / stretched flashings.

Overview Photo. The metal roof panels extend over the EPDM flashing with no termination detail or counterflashing.

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Roof Section #4 - Overview Photo. This roof is a long narrow walkway. There are no protective railings installed. The tie off points are likely not OSHA certified. It is recommended to install new coping caps and railing system when the roof is replaced.

Overview Photo. Many of the adjacent roof panels have been painted with different color of paint.

Overview Photo. The roof has been tested for moisture all in all areas every 4-5 feet. The roof was found to have no wet insulation.

Overview Photo. The roof drains via internal drains.

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Roof Section #4 - Overview Photo. The tie off points are creating a leak issue in some places. The eyelits have been resealed on several places. If permanent railings are installed, the eyelits should be removed.

Overview Photo

Overview Photo



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Roof Section #6 - Overview Photo. This roof is a narrow walk way around the metal roof panels. The current system needs a new membrane installed with new coping cap.

Overview Photo

Overview Photo

Overview Photo. In some cases, the metal trim extending from under the metal panel is starting to rust because of a lack of slope off the trim.

# EXHIBIT 2

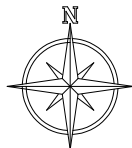
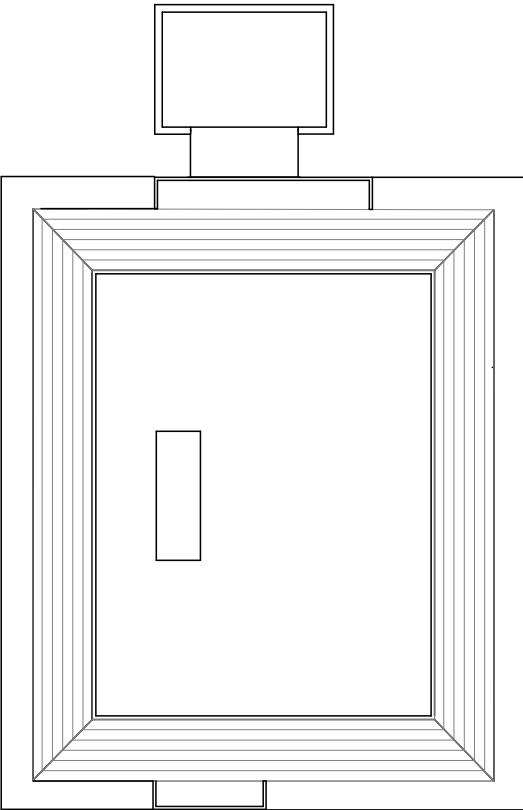
## CITY OF SHEBOYGAN / MEAD PUBLIC LIBRARY 710 NORTH 8TH ST, SHEBOYGAN, WI 2025 - ROOF REPLACEMENT / RESTORATION PROJECT

### SHEET INDEX

- R1.0 COVER SHEET - MAIN BUILDING - OVERVIEW
- R1.1 ROOF PLAN - UPPER ROOF AREAS: #1, #3, #4, #7
- R1.2 ROOF PLAN - LOWER ROOF AREAS: #2, #6, #8, #9
  
- R2.0 ROOF DETAILS - MODIFIED BITUMEN PERIMETER DETAILS
- R2.1 ROOF DETAILS - MODIFIED BITUMEN PROJECTION DETAILS

### 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 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.



### SITE PLAN

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR

REVISIONS	No.	DATE	BY

Item 20.

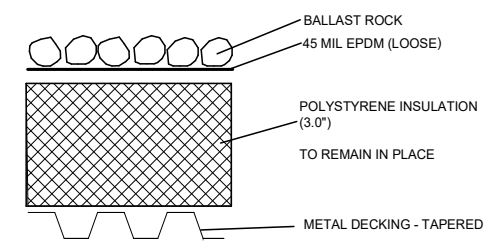
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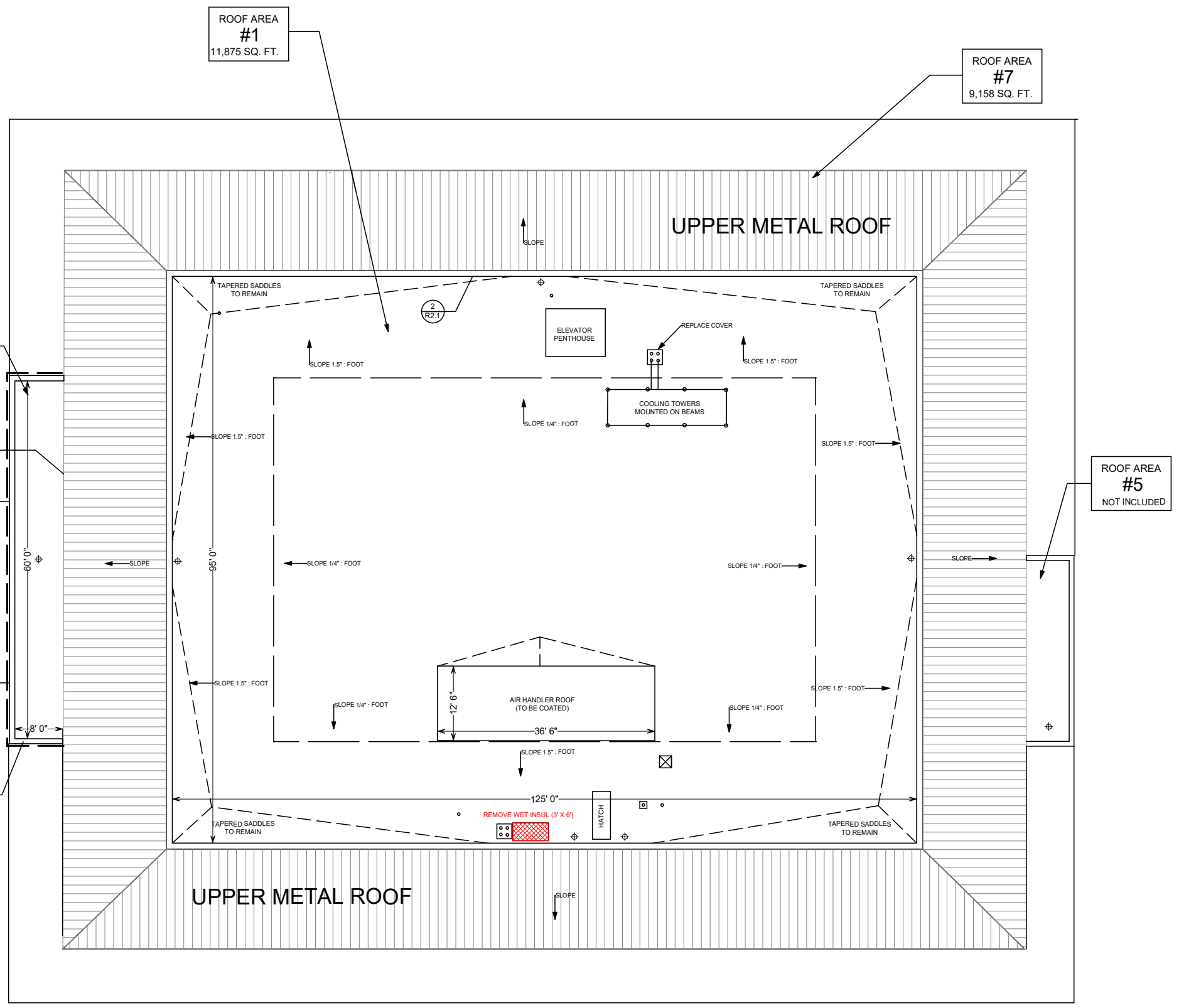
R1.0  
196



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Item 20.			



EXISTING CONSTRUCTION - ROOF #1 & #3  
SCALE: NTS



**NOTES:**

**SQUARE FOOTAGES:**

- ROOF #1: 11,875 SQ FT
- ROOF #3: 480 SQ FT
- ROOF #7: 9,158 SQ FT

NOTE: #5 IS NOT INCLUDED

**ADDITIONAL CONSTRUCTION NOTES:**

- 1) PIPE CHASE COVER TO BE REPLACED NEAR COOLING TOWER
- 2) HATCH RAILING / GATE TO BE PROVIDED AND INSTALLED
- 3) RAISED ELEVATOR PH ROOF TO BE REPLACED WITH NEW MB ROOF AS SPECIFIED AND METAL WALL PANELS TO BE INSTALLED WITH NEW ROOF FASCIA COVERING THE PANELS
- 4) AIR HANDLER ROOF TO BE WASHED AND COATED WITH POLYURETHANE COATING SYSTEM

**LEGEND:**

- DRAIN ASSEMBLY
- SCUPPER ASSEMBLY
- CURBED RTU
- SURFACE REST EQUIP
- PIPE PENETRATION
- ACCESS HATCH
- PARAPET MOUNTED SAFETY RAILING 82 LIN FT

**TREMCO**  
CONSTRUCTION PRODUCTS GROUP  
920-450-5852

CUSTOMER: CITY OF SHEBOYGAN	
BUILDING: MEAD PUBLIC LIBRARY	
LOCATION: 710 NORTH 8TH ST, SHEBOYGAN, WI	
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APPROVED EK	197 1



**ROOF PLAN - UPPER ELEVATION ROOFS**

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR

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





Item 20.

**NOTES:**

- SQUARE FOOTAGES:**
- ROOF #2: 438 SQ FT
  - ROOF #4: 1,581 SQ FT
  - ROOF #6: 1,640 SQ FT
  - ROOF #8: 350 SQ FT
  - ROOF #9: 4,097 SQ FT

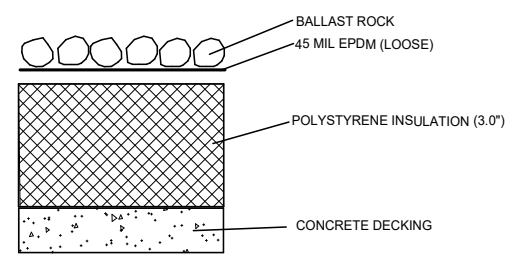
- ADDITIONAL CONSTRUCTION NOTES:**
- 1) STEPS SHALL BE TEMPORARILY MOVED BY ROOFING CONTRACTOR AND RE-ASSEMBLED
  - 2) NEW LADDER SHALL BE INSTALLED FROM SECTION #2 UP TO SECTION #3
  - 3) WOOD AREA DIVIDER, FLUSH WITH INSULATION TO BE INSTALLED BETWEEN ROOF #8 AND ROOF #2

**LEGEND:**

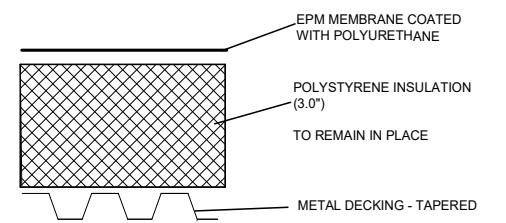
-  DRAIN ASSEMBLY
-  SCUPPER ASSEMBLY
-  CURBED RTU
-  SURFACE REST EQUIP
-  PIPE PENETRATION
-  ACCESS HATCH
-  PARAPET MOUNTED SAFETY RAILING 660 LIN FT

**TREMCO**  
 CONSTRUCTION PRODUCTS GROUP  
 920-450-5852

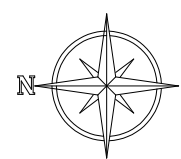
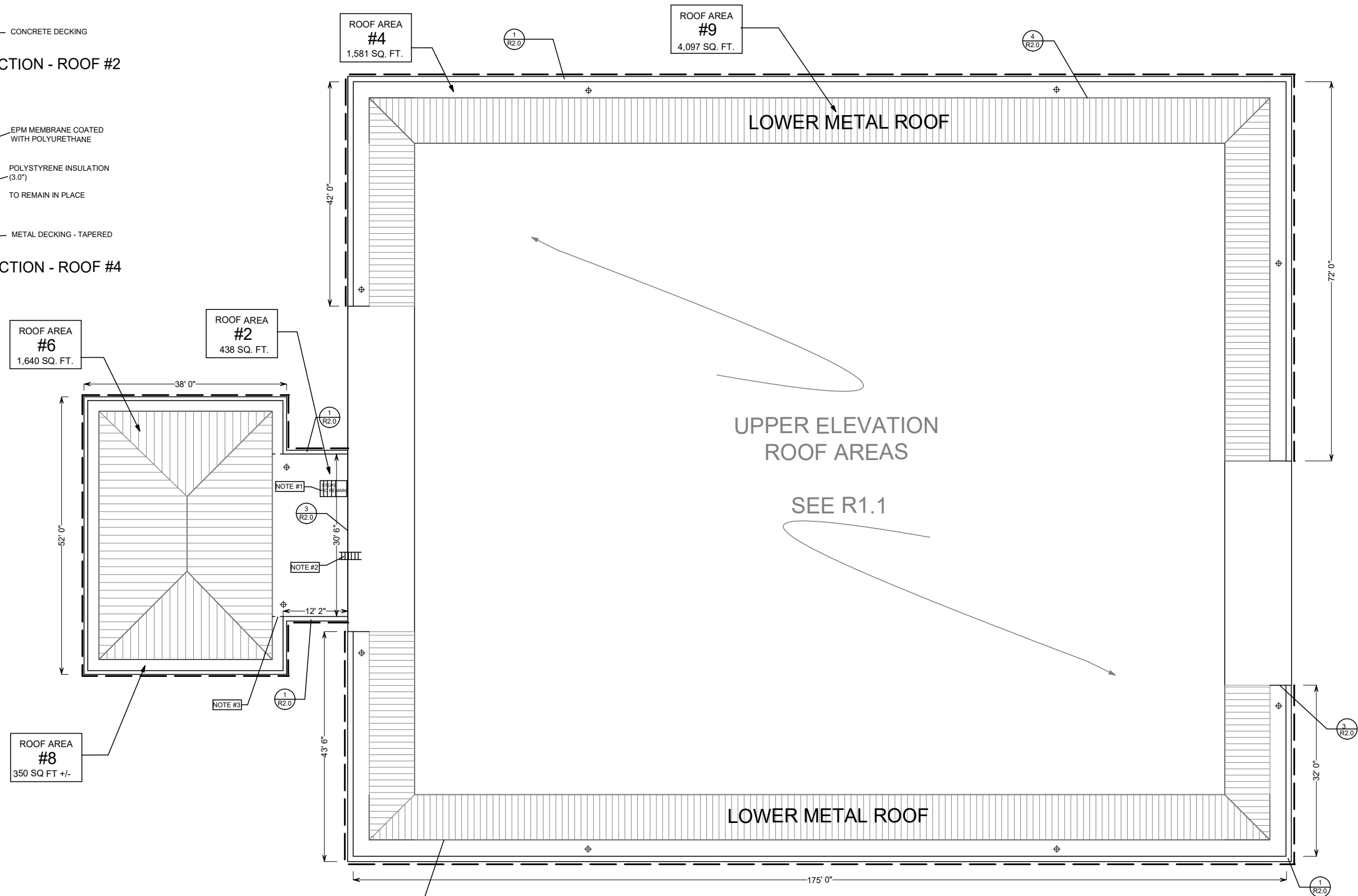
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BUILDING: MEAD PUBLIC LIBRARY	
LOCATION: 710 NORTH 8TH ST, SHEBOYGAN, WI	
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APPROVED: EK	198



EXISTING CONSTRUCTION - ROOF #2  
SCALE: NTS



EXISTING CONSTRUCTION - ROOF #4  
SCALE: NTS



**ROOF PLAN - LOWER ELEVATION ROOFS**

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR

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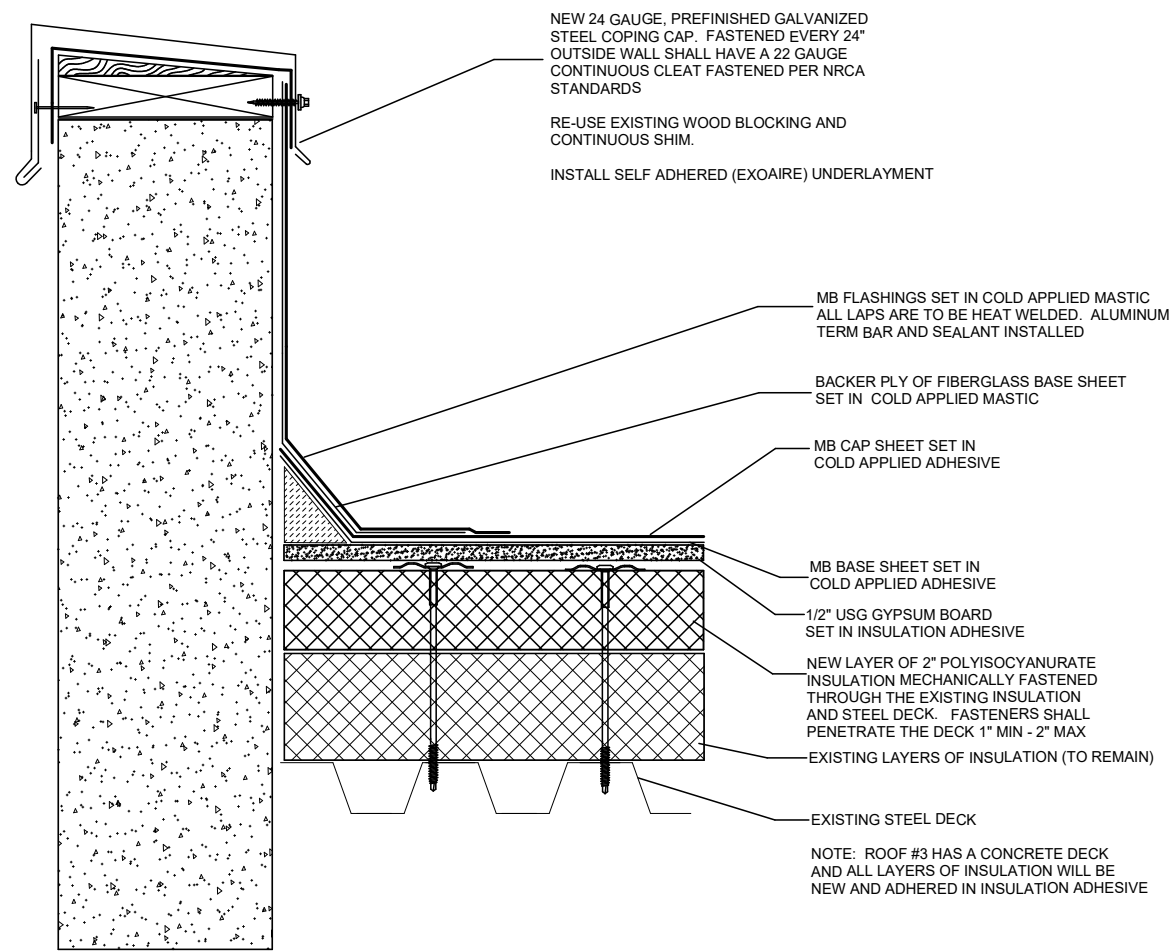
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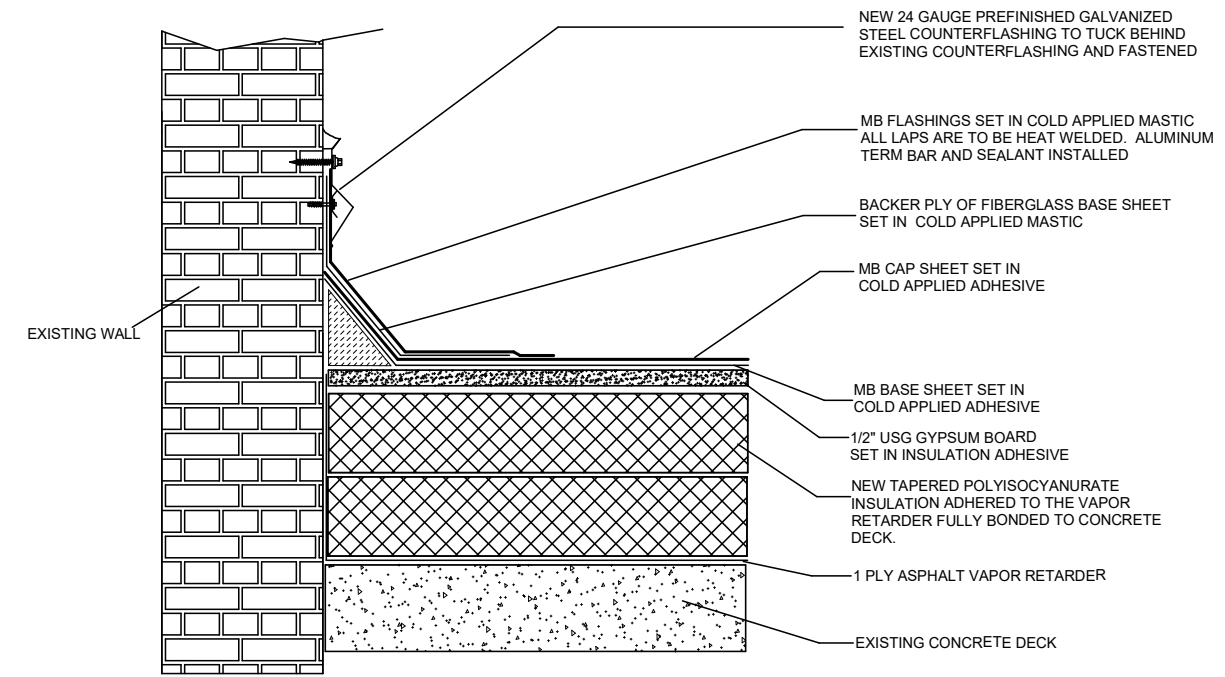
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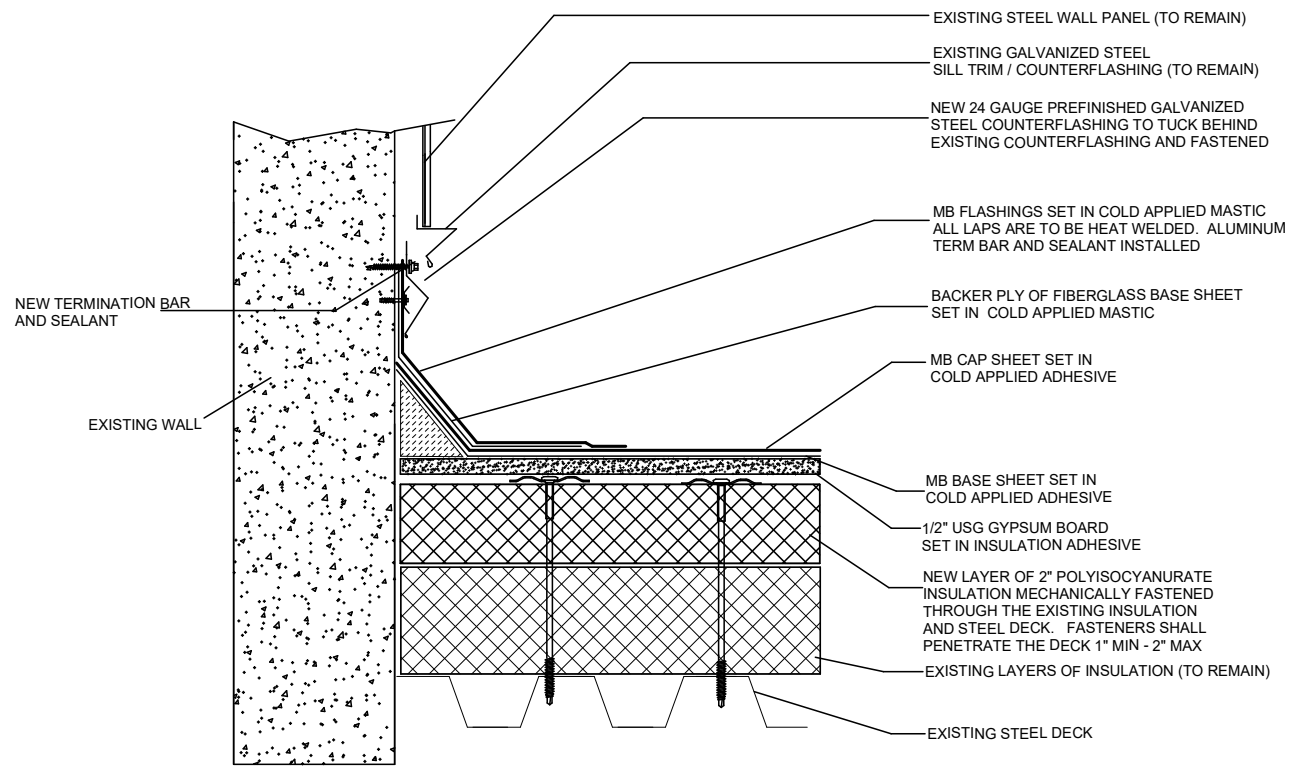
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BUILDING: MEAD PUBLIC LIBRARY - CONSTRUCTION DETAILS	
LOCATION: SHEBOYGAN, WI	
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APPROVED EK	199 R2.0



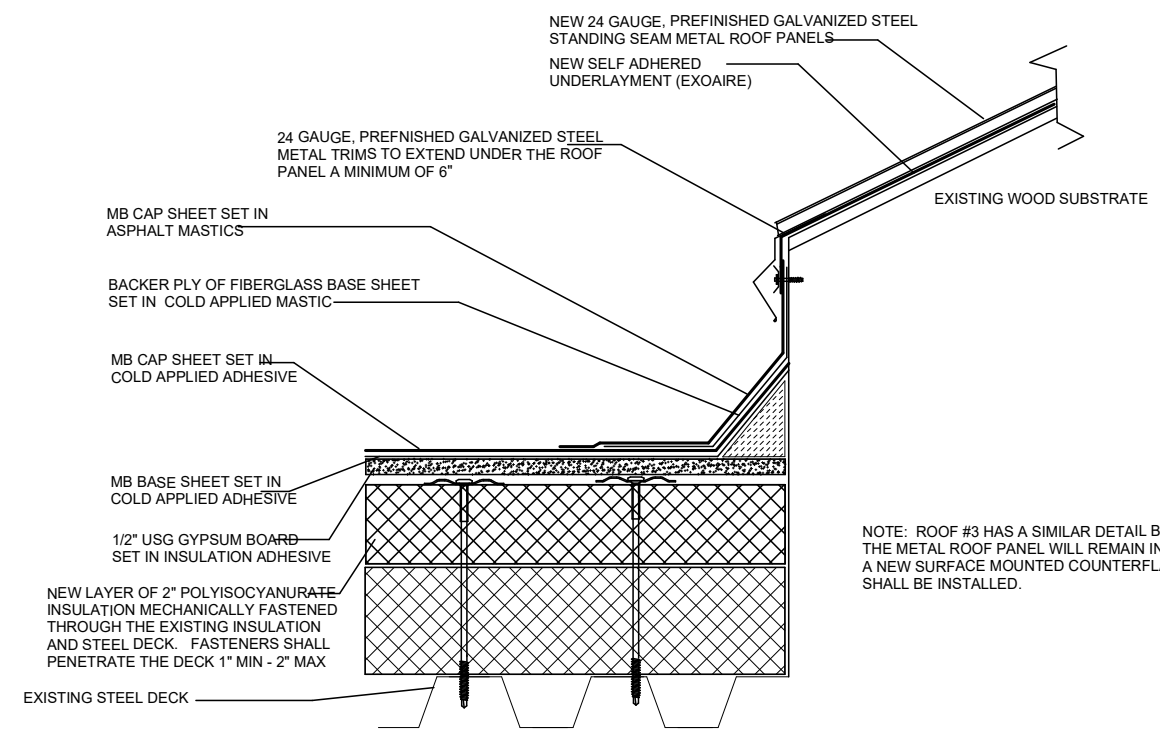
**#1** FABRICATED PARAPET DETAIL - COPING CAP  
SCALE: NTS



**#3** BRICK WALL - BASE FLASHING DETAIL  
SCALE: NTS



**#2** METAL WALL PANEL / FLASHING DETAIL  
SCALE: NTS



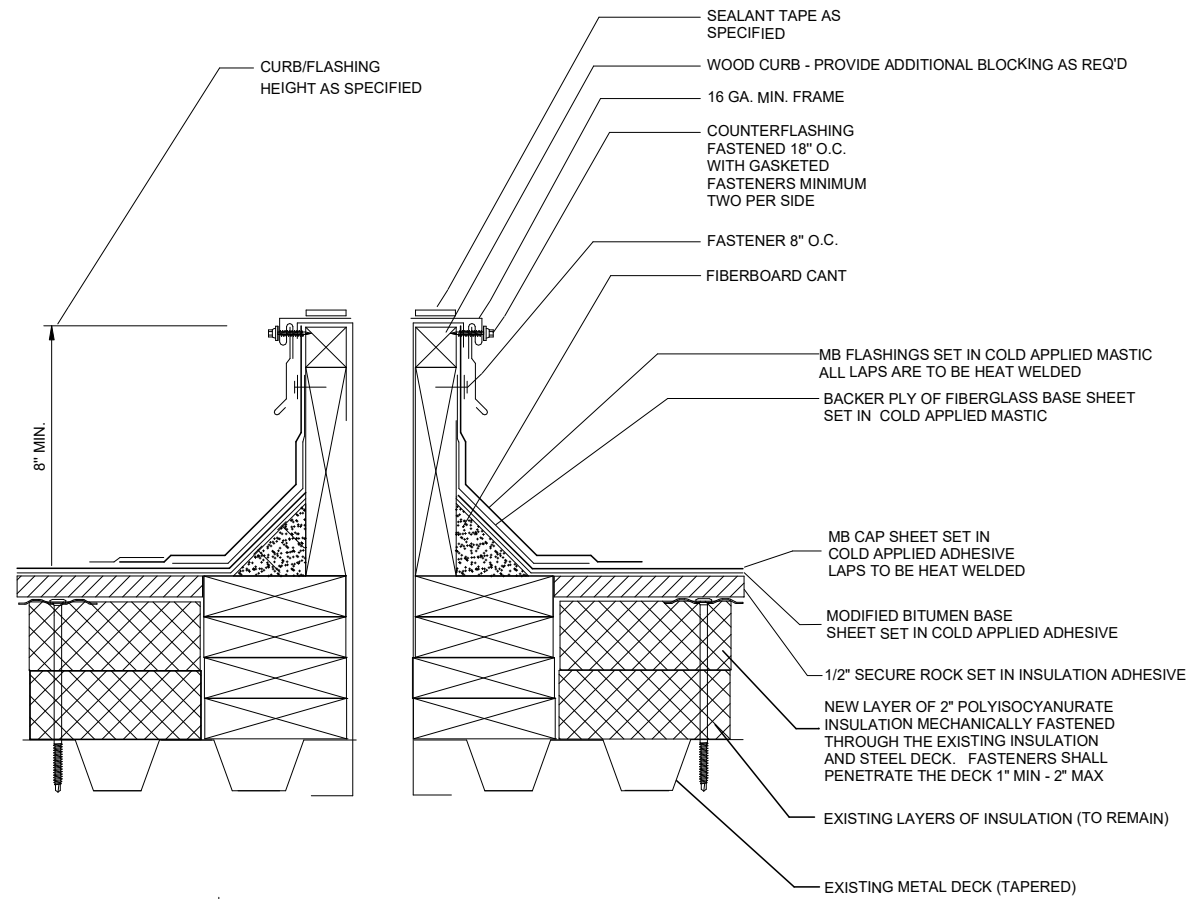
**#4** NEW METAL ROOF PANEL / FLASHING TRANSITION  
SCALE: NTS

NOTE: ROOF #3 HAS A SIMILAR DETAIL BUT THE METAL ROOF PANEL WILL REMAIN IN PLACE. A NEW SURFACE MOUNTED COUNTERFLASHING SHALL BE INSTALLED.

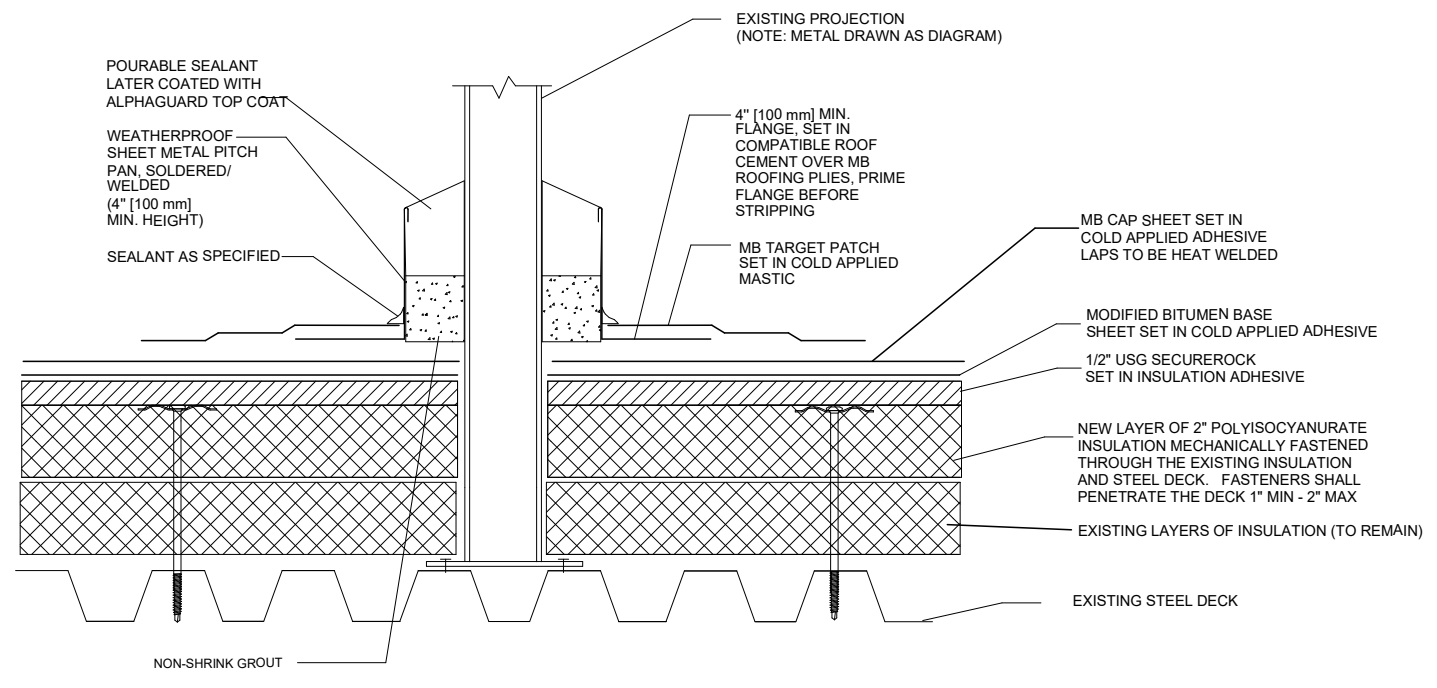
REVISIONS	No.	DATE	BY

Item 20.

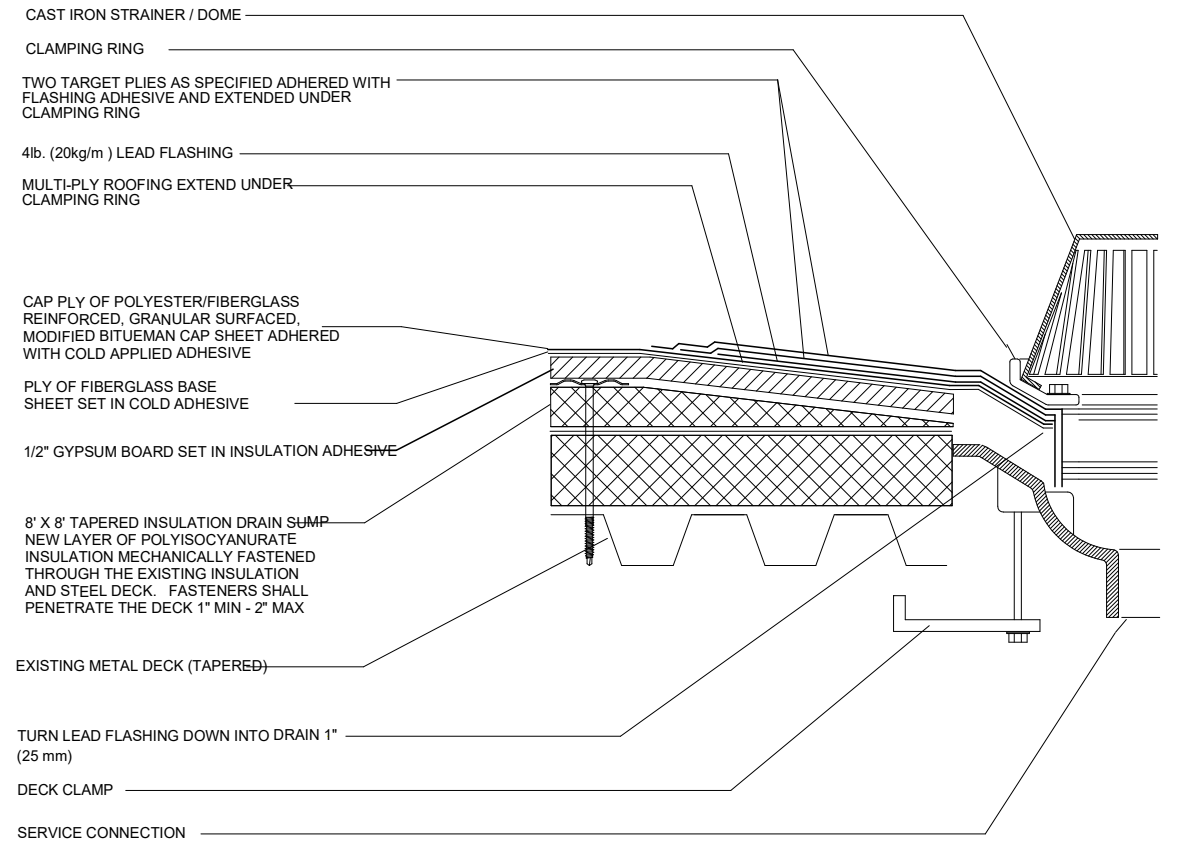
NOTES:



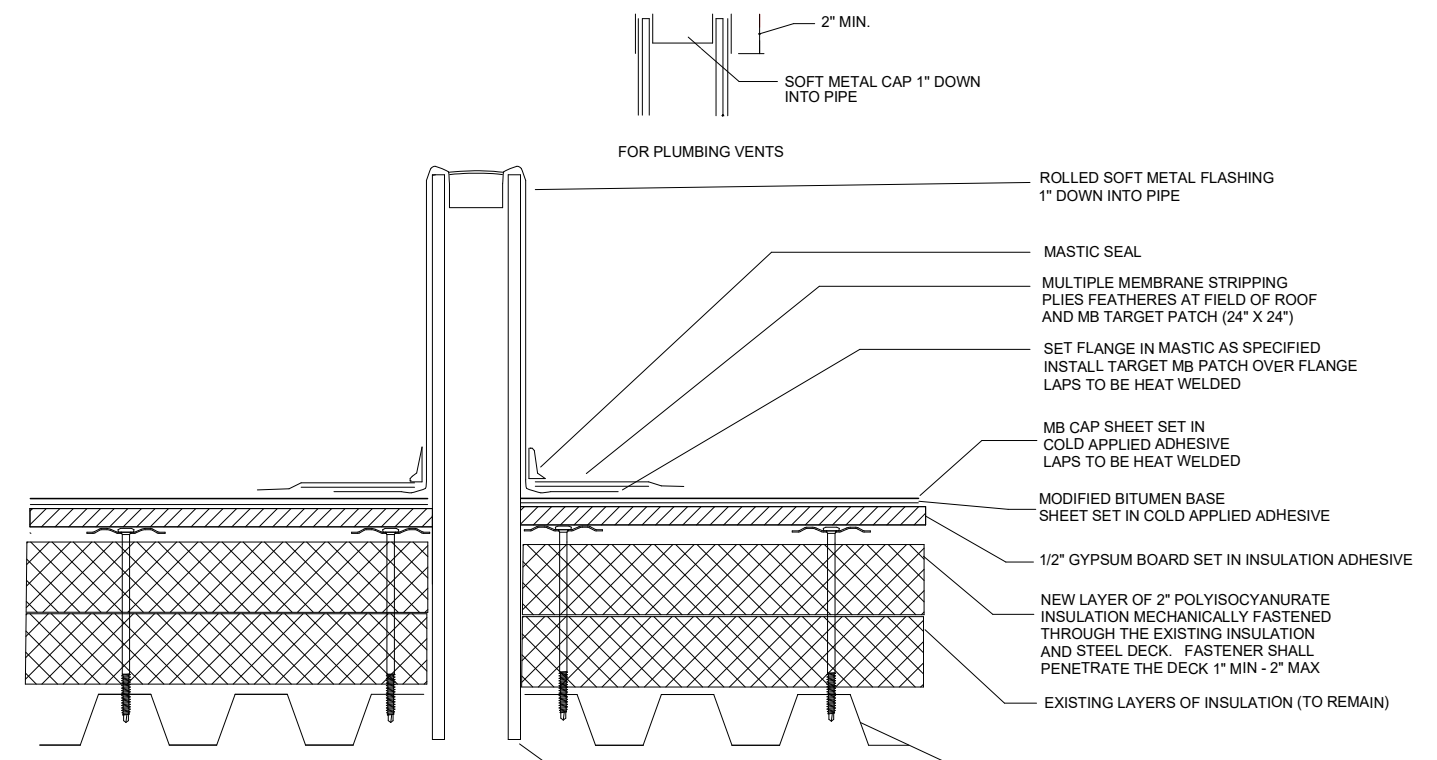
#1 CURB EQUIPMENT FLASHING DETAIL  
SCALE: NTS



#2 (PP) PITCH POCKET DETAIL  
SCALE: NTS



#3 DRAIN DETAIL  
SCALE: NTS



#4 VENT STACK DETAIL  
SCALE: NTS

- 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.

LEGEND:



CUSTOMER:		CITY OF SHEBOYGAN
BUILDING:		MEAD PUBLIC LIBRARY - CONSTRUCTION DETAILS
LOCATION:		710 NORTH 8TH STREET, SHEBOYGAN
DRAWN BY	DATE DRAWN	200 R2.1
EK	09/10/2024	
APPROVED		
EK		



# EXHIBIT 3

## Form A: Signature and Non-Collusion Affidavit

**RFB: Mead Public Library Roof Replacement / Restoration Project**


\*\*\*\*\*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

11/14/24  
DATE

Jason Kaschak  
PRINT NAME OF PERSON SIGNING

**Form B: Receipt of Forms and Submittal Checklist**

**RFB: Mead Public Library Roof Replacement / Restoration Project**


\*\*\*\*\*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
Appendix A: Standard Terms and Conditions	JK
Appendix B: Federal Terms and Conditions	JK
Appendix C:	JK
Bid Bond (5% of Contract Total)	JK

Kaschak Roofing, Inc.

COMPANY NAME



SIGNATURE



**Form C: Vendor Profile**  
**RFB: Mead Public Library Roof Replacement and Restoration Project**

**COMPANY INFORMATION**

\*\*\*\*This form must be returned with your response.

COMPANY NAME (Make sure to use your complete, legal company name.) <b>Kaschak Roofing, Inc.</b>			
FEIN <b>80-0790210</b>	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.) <b>Nick Crego</b>	TITLE <b>Project Manager</b>		
TELEPHONE NUMBER <b>414-916-4541</b>	FAX NUMBER		
EMAIL <b>Nick@kaschakroofing.com</b>			
ADDRESS <b>1301 W. Purdue St.</b>	COUNTY <b>Milwaukee</b>	STATE <b>WI</b>	ZIP <b>53209</b>

**ORDERS/BILLING CONTACT**

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

CONTACT NAME <b>Cassie Oden</b>	TITLE <b>Controller</b>		
TELEPHONE NUMBER <b>414-768-1689</b>	FAX NUMBER		
EMAIL <b>admin@kaschakroofing.com</b>			
ADDRESS <b>1301 W Purdue St.</b>	COUNTY <b>Milwaukee</b>	STATE <b>WI</b>	ZIP <b>53209</b>

THIS BID FORM MUST BE COMPLETED AND RETURNED

**Form D: Cost Proposal**

**RFB: Mead Public Library Roof Replacement and Restoration Project**

\*\*\*\*\*This form must be returned with your response.

We propose to provide one Integrated System as specified herein to the City of Sheboygan as follows:

\$ 668,750.00

Six hundred sixty eight Thousand Seven Hundred FIFTY Dollars and 0 Cents

We Acknowledge Receipt of the following Addenda

#1 DATED Nov 8th

#2 DATED \_\_\_\_\_

#3 DATED \_\_\_\_\_

Time and Materials Rates: For unforeseen items or items outside the scope of work (See Section 012100)

Hourly Rate: \$ 85 % Markup of Materials 10%

Further, based upon current lead times and production schedules in effect at the time of this writing we would

Anticipate commencement of project activities to begin within 8 WEEKS following execution of the contract between the parties.

Kaschak Roofing, Inc.  
COMPANY NAME

SIGNATURE [Signature] DATE 11/14/24

### Form E: References

**RFB: Mead Public Library Roof Replacement and Restoration Project**

\*\*\*\*This form must be returned with your response.

REFERENCE #1 - CLIENT INFORMATION			
COMPANY NAME Industrial Roofing Service		CONTACT NAME Dave Angrove	
ADDRESS 13000 W. Silver Spring Dr.	COUNTY Butler	STATE WI	ZIP 53007
TELEPHONE NUMBER 262-432-0900	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 STR-SEG		CONTACT NAME Bruce Flater	
ADDRESS W7068 Manitowoc Rd	COUNTY Menasha	STATE WI	ZIP 54992
TELEPHONE NUMBER 920-209-3571	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**

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

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

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

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

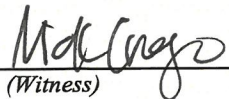
**PROJECT:**  
*(Name, location or address, and Project number, if any)*  
**Mead Public Library Roof Replacement Project**  
**710 N. 8th St**  
**Sheboygan, WI**

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.

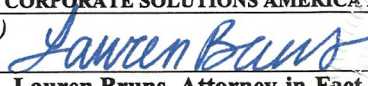
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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 15th day of November, 2024

  
\_\_\_\_\_  
*(Witness)*

**KASCHAK ROOFING, INC.** *No Seal*  
\_\_\_\_\_  
*(Principal)* *(Seal)*

  
\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Title)*  
**SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION**  
*(Surety)*   
\_\_\_\_\_  
*(Title)* **Lauren Bruns, Attorney-in-Fact** *(Seal)*

**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.

Init. AIA Document A310TM-2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

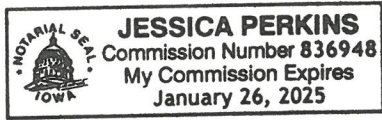
051110



ACKNOWLEDGMENT OF SURETY

State of Iowa)  
County of Polk)

On this 15<sup>th</sup> day of November, 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.

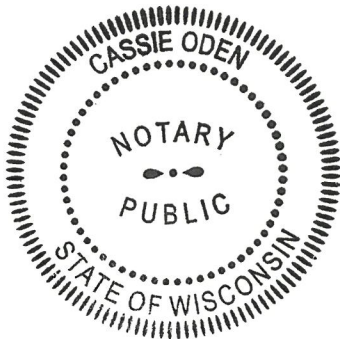


Jessica Perkins  
Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of WI  
County of Milwaukee)

On this 15<sup>th</sup> day of November, 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 OSHTON, 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 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

State of Illinois
County of Cook

SS

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

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 15th day of November, 20 24.

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

## Exclusion Search Results 0 Total Results

**Filter by:**

Keyword (ALL)	Location	Status
"KASCHAK ROOFING"	City: Milwaukee-WI	Active

**CITY OF SHEBOYGAN  
R. C. 192-24-25**

**BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.**

**DECEMBER 16, 2024.**

Your Committee to whom was referred pursuant to R. O. No. 91-24-25 by City Clerk submitting various license applications; recommends approving “Class B” Liquor license application for Steve ‘n Faye’s Tiny Tap (#3695).

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. 94-24-25**

**BY BOARD OF WATER COMMISSIONERS.**

**DECEMBER 16, 2024.**

**To the Honorable, the Mayor and Common Council:**

On August 21, 2023, the City of Sheboygan executed a Record of Declaration of Official Intent for lead service line replacement, also known as WDNR project #4901-11, for the Sheboygan Water Utility.

The Board of Water Commissioners states its awareness that a Declaration of Official Intent has been completed by authorized City of Sheboygan officials of a WDNR Safe Drinking Water Loan estimated at \$3,227,749 for financial assistance in the form of a loan made by the SDWLP to the Municipality. Up to 75% of principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement. This declaration will allow reimbursement of relevant expenditures made ahead of any Safe Drinking Water Loan for the project.

The final loan terms will be set forth in a bond resolution authorizing the issuance of general obligation bonds to evidence the loan, which will be submitted to the Council for consideration and approval.

**CITY OF SHEBOYGAN  
R. O. 93-24-25**

**BY CITY CLERK.**

**DECEMBER 16, 2024.**

Submitting a claim from Kelly Meyeraan for alleged damages to vehicle after it was struck by a city vehicle.

DATE RECEIVED

12/3/2024

RECEIVED BY

MRC

Item 23.

CLAIM NO.

#15-24

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Kelly Meyeraan
2. Home address of Claimant: 4481 Whitetail Way, Eagan, MN 55123
3. Home phone number: 651-206-3113
4. Business address and phone number of Claimant: NA
5. When did damage or injury occur? (date, time of day) September 27, 2024 @ 7:32am
6. Where did damage or injury occur? (give full description) Damage to taillgate + rear bumper of Toyota Rav4 after being rear-ended by Chevrolet driven by Sean Daniel Goffard
7. How did damage or injury occur? (give full description) My vehicle was struck from behind by a vehicle driven by Sean Goffard. Licens Plate WI 438-XRM
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: Sean Goffard DOB 5/10/1998
  - (b) Claimant's statement of the basis of such liability: DRIVING - was rear ended.
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: \_\_\_\_\_
  - (b) Claimant's statement of basis for such liability: \_\_\_\_\_

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

NO INJURIES  
Damage to Toyota Rav4 vehicle.

11. Name and address of any other person injured: \_\_\_\_\_

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

Auto:	\$ <u>2832.83</u>
Property:	\$ _____
Personal injury:	\$ _____
Other: (Specify below)	\$ _____
<b>TOTAL</b>	\$ <u>2832.83</u>

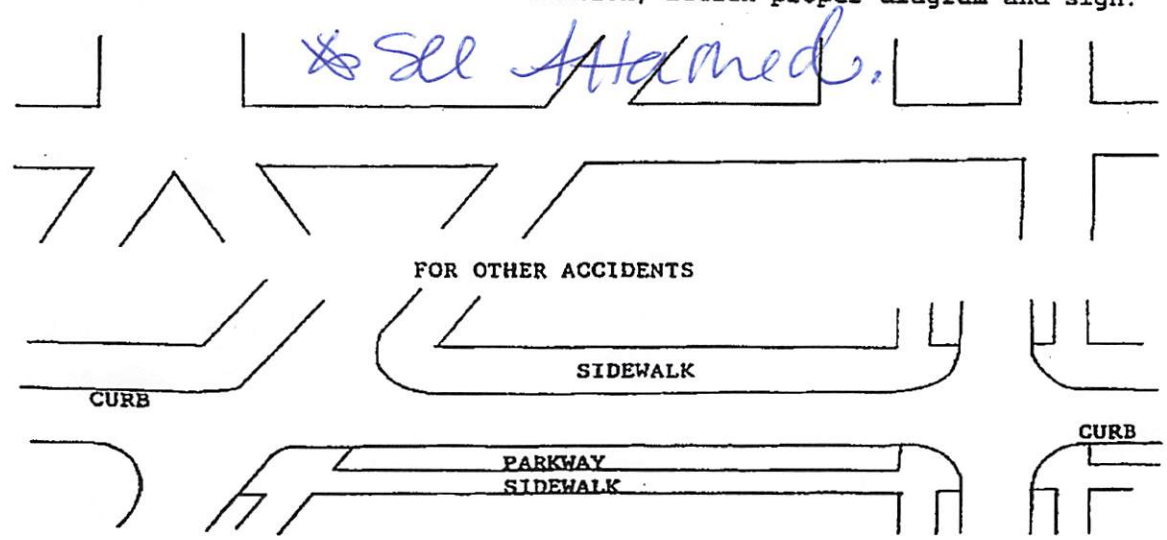
Damaged vehicle (if applicable)

Make: Toyota Model: Rav4 Year: 2015 Mileage: 182,643

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

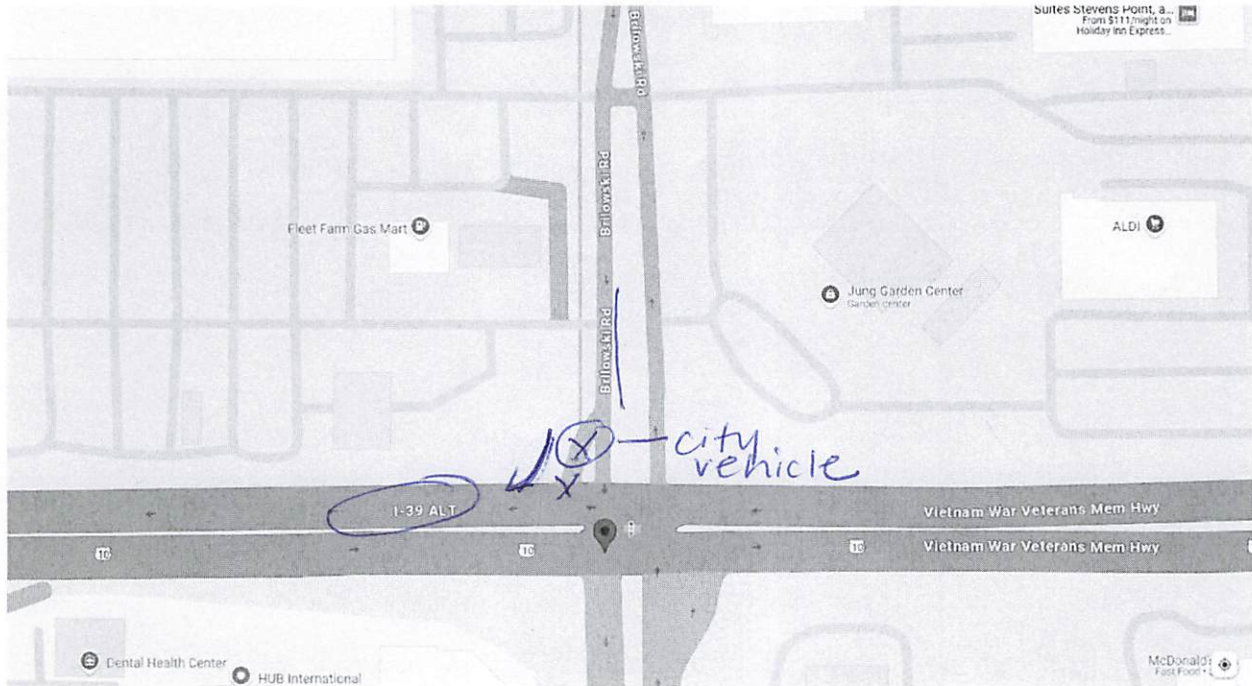
NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT Kelly Meyraan

DATE 11.22.2024





I was waiting to take a Right turn from Bilowski Rd on to Hwy 10. The light was green on Hwy 10 & while I was waiting, I was rear ended by city vehicle.

Kelly Meyeraan 11.22.2024  
 651-206-3113

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

Item 23.

CLAIM NO. \_\_\_\_\_

CLAIM

Claimant's Name: Kelly Meyeraan  
 Claimant's Address: 4481 White Tail Way  
Eagan, MN 55123  
 Claimant's Phone No. 651-206-3113

Auto \$ 2832.83  
 Property \$ \_\_\_\_\_  
 Personal Injury \$ \_\_\_\_\_  
 Other (Specify below) \$ \_\_\_\_\_  
**TOTAL \$ 2832.83**

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 2832.83.

SIGNED Kelly Meyeraan DATE: 11.22.2024

ADDRESS: 4481 White Tail Way, Eagan, MN 55123

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

# CALIBER COLLISION

## CALIBER - EAGAN

RESTORING THE RHYTHM OF YOUR LIFE  
1399 Towncenter Drive, Eagan, MN 55123  
Phone: (651) 452-0717  
FAX: (651) 454-6430

Workfile ID: 575a0f  
Federal ID: 33-0730794  
State ID: 6144514  
Federal EPA: MND985752757

Item 23.

### Preliminary Estimate

**Customer: Meyeraan, Kelly**

Written By: DAN HAESSIG

Insured: Meyeraan, Kelly      Policy #:      Claim #: CARWISE\_APPT\_ID\_35357  
Type of Loss: Collision      Date of Loss:      Days to Repair: 0  
Point of Impact: 06 Rear

**Owner:** Meyeraan, Kelly (651) 206-3113 Cell  
**Inspection Location:** CALIBER - EAGAN, 1399 Towncenter Drive, Eagan, MN 55123, Repair Facility, (651) 452-0717 Business  
**Insurance Company:** CUSTOMER PAY

### VEHICLE

2015 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI white

VIN: JTMDFREV1FJ038025      Interior Color: black      Mileage In: 182,643      Vehicle Out:  
License: GVZ053      Exterior Color: white      Mileage Out:  
State: MN      Production Date: 6/2015      Condition:      Job #:

#### TRANSMISSION

Automatic Transmission  
4 Wheel Drive

#### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Heated Mirrors  
Power Driver Seat  
Memory Package

#### DECOR

Dual Mirrors  
Privacy Glass  
Console/Storage  
Overhead Console

#### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Steering Wheel Touch Controls  
Rear Window Wiper  
Telescopic Wheel  
Climate Control  
Navigation System  
Backup Camera

#### RADIO

AM Radio  
FM Radio  
Stereo

#### Search/Seek

CD Player  
Auxiliary Audio Connection  
Satellite Radio

#### SAFETY

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Traction Control  
Stability Control  
Front Side Impact Air Bags  
Head/Curtain Air Bags  
Hands Free Device

#### ROOF

Electric Glass Sunroof

#### SEATS

#### Bucket Seats

Reclining/Lounge Seats  
Leather Seats  
Heated Seats

#### WHEELS

Aluminum/Alloy Wheels  
Clear Coat Paint

#### OTHER

Fog Lamps  
Rear Spoiler  
Signal Integrated Mirrors  
California Emissions

#### TRUCK

Power Trunk/Liftgate

Preliminary Estimate

Item 23.

Customer: Meyeraan, Kelly

2015 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI white

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>LIFT GATE</b>					
2	R&I	R&I liftgate assy				1.4	
3	*	Rpr Lift gate w/power, w/rear camera				9.0	2.6
4		Add for Clear Coat					1.0
5	R&I	Finish panel w/rear camera, Japan built black				0.3	
6	Repl	Finish panel protector	768250R030	4	13.12		
7	Repl	Nameplate "RAV4" silver	754310R010	1	38.07	0.2	
8	Repl	Nameplate "LIMITED"	754430R030	1	36.58	0.2	
9	Repl	Nameplate "AWD"	754440R030	1	31.00	0.2	
10	*	R&I Tail gate switch Japan built				0.2	
11	R&I	Lock assy Japan built				0.3	
12	R&I	RT Object sensor Japan built				m 0.3	
13	R&I	LT Object sensor Japan built				m 0.3	
14	R&I	Lift gate trim Japan built				0.3	
15	R&I	RT Glass trim outer				0.1	
16	R&I	LT Glass trim outer				0.1	
17	R&I	Glass trim center				0.1	
18	#	Remove Adhesive from Repaired Panel		1	3.00 T	0.5	
19	#	Refn Color Tint					0.5
20		<b>REAR BUMPER</b>					
21		O/H rear bumper				1.3	
22	Repl	Bumper cover w/o reverse sensor	521500R110	1	254.89	Incl.	
23	R&I	RT Reflector				Incl.	
24	R&I	LT Reflector				Incl.	
25	#	Repl Cavity Wax		1	18.00 T	0.5	
26	#	Repl Corrosion Protection / Primer		1	15.00 T	0.3	
27	#	Subl Hazardous Waste Disposal		1	10.00 X		
28		<b>VEHICLE DIAGNOSTICS</b>					
29	#	Post-repair scan		1	80.00 X	0.5	
30	#	Pre-repair scan		1	40.00 X	0.5	
31	#	Seat Weight Sensor Calibration		1	125.00 X		M
<b>SUBTOTALS</b>					<b>664.66</b>	<b>16.6</b>	<b>4.1</b>



**Customer: Meyeraan, Kelly**

2015 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI white

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			373.66
Body Labor	16.6 hrs @	\$ 89.00 /hr	1,477.40
Paint Labor	4.1 hrs @	\$ 89.00 /hr	364.90
Paint Supplies	4.1 hrs @	\$ 66.00 /hr	270.60
Miscellaneous			291.00
Subtotal			2,777.56
Sales Tax	\$ 680.26 @	8.1250 %	55.27
<b>Grand Total</b>			<b>2,832.83</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>2,832.83</b>

=====  
 Caliber Collision is the industry leader in quality collision repair. Since day one, our highest purpose has been to get people just like you back on the road as quickly as possible and fully restored to the rhythm of your life. You can be sure we do everything possible to ensure your complete satisfaction including:

- Personalized, high quality service from the largest collision repair company in the U.S.
- Consistently ranked among the highest customer satisfaction scores in the industry.
- Approved by every major insurance company in the U.S.
- Expedited car rental and towing services to get you back on the road again in no time.
- Repair work backed by a written, lifetime warranty honored at every location.
- 24/7/365 customer service to answer questions and put your mind at ease.

This is a preliminary estimate based on visible damage. There may be additional repairs needed once the vehicle is taken apart by our I-CAR Gold Class technicians to identify any additional damage.

If an insurance company has written an estimate for you, please provide us with a copy. Properly endorsed insurance company checks are welcome as payment for the repair of your vehicle. Caliber Collision gladly accepts all major credit cards, debit cards, cashier's and traveler's checks. See your Caliber Collision center for details on acceptance of personal checks.

Before leaving your vehicle with us, please remove all important personal and valuable items from your vehicle. Caliber Collision is not responsible for belongings left in your vehicle.

Please let us know how we can be of further assistance, and when we can schedule an appointment for your vehicle to be repaired.

Caliber Collision - Restoring The Rhythm Of Your Life

=====  
 MN ST 60A.955 - A PERSON WHO FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

**Customer: Meyeraan, Kelly**

2015 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI white

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARM8451, CCC Data Date 10/17/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

**SYMBOLS FOLLOWING PART PRICE:**

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

**SYMBOLS FOLLOWING LABOR:**

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

**OTHER SYMBOLS AND ABBREVIATIONS:**

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



# SUPERIOR COLLISION

3425 Washington Drive, Eagan, MN 55122  
Phone: (651) 452-8555  
FAX: (651) 452-3279

Workfile ID: 7f2037  
PartsShare: 8cYczz  
Federal ID: 41-1534523

Item 23.

## Preliminary Estimate

**Customer: Meyaraan, Kelly**

**Job Number:**

Written By: Eric Bourdage

Insured: Meyaraan, Kelly  
Type of Loss:  
Point of Impact: 06 Rear

Policy #:  
Date of Loss:

Claim #: NONE  
Days to Repair: 0

**Owner:**  
Meyaraan, Kelly  
4481 Whitetail Way  
Eagan, MN 55123  
(651) 206-3113 Cell

**Inspection Location:**  
SUPERIOR COLLISION  
3425 Washington Drive  
Eagan, MN 55122-1304  
Repair Facility  
(651) 452-8555 Business

**Insurance Company:**  
OTHER party

## VEHICLE

2015 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI Pearl White

VIN: JTMDFREVF1FJ038025  
License: GVZ053  
State: MN

Interior Color:  
Exterior Color: Pearl White  
Production Date: 6/2015

Mileage In:  
Mileage Out:  
Condition:  
Vehicle Out:  
Job #:

### TRANSMISSION

Automatic Transmission  
4 Wheel Drive

### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Heated Mirrors  
Power Driver Seat  
Memory Package

### DECOR

Dual Mirrors  
Privacy Glass  
Console/Storage  
Overhead Console

### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Steering Wheel Touch Controls  
Rear Window Wiper  
Telescopic Wheel  
Climate Control  
Navigation System  
Backup Camera

### RADIO

AM Radio  
FM Radio  
Stereo

### Search/Seek

CD Player  
Auxiliary Audio Connection  
Satellite Radio

### SAFETY

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Traction Control  
Stability Control  
Front Side Impact Air Bags  
Head/Curtain Air Bags  
Hands Free Device

### ROOF

Electric Glass Sunroof

### SEATS

### Bucket Seats

Reclining/Lounge Seats  
Leather Seats  
Heated Seats

### WHEELS

Aluminum/Alloy Wheels

### PAINT

Three Stage Paint

### OTHER

Fog Lamps  
Rear Spoiler  
Signal Integrated Mirrors  
California Emissions

### TRUCK

Power Trunk/Liftgate

**Preliminary Estimate**

Item 23.

**Customer: Meyaraan, Kelly**

**Job Number:**

2015 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI Pearl White

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
<b>1</b>		<b>LIFT GATE</b>					
2	*	Rpr Lift gate w/power, w/rear camera				<u>10.0</u>	2.6
3		Add for Three Stage					1.8
4	R&I	Finish panel w/rear camera, Japan built white pearl				0.3	
5	R&I	Lift gate trim Japan built				0.3	
6	R&I	RT Glass trim outer				0.1	
7	R&I	LT Glass trim outer				0.1	
8	R&I	Glass trim center				0.1	
9	Repl	Nameplate "RAV4" silver	754310R010	1	38.07	0.2	
10	Repl	Nameplate "LIMITED"	754430R030	1	36.58	0.2	
11	Repl	Nameplate "AWD"	754440R030	1	31.00	0.2	
12	#	Rpr clean adhesive				0.3	
<b>13</b>		<b>REAR LAMPS</b>					
14	R&I	RT Backup lamp				0.2	
15	R&I	LT Backup lamp				0.2	
<b>16</b>		<b>REAR BUMPER</b>					
17		O/H rear bumper				1.3	
18	*	Repl Bumper cover w/o reverse sensor	521500R110	1	<u>208.74</u>	Incl.	
<b>19</b>		<b>MISCELLANEOUS OPERATIONS</b>					
20	#	Repl Cover Car		1	5.00 T	0.2	
21	#	Repl Cover Car Primer		1	5.00 T	0.2	
22	#	Refn Corrosion protection primer					0.3
23	#	Refn Let-down panel - 3 STAGE					1.0
24	#	Subl Hazardous waste removal		1	5.00 T		
25	#	Refn Feather edge prime and block					1.0
26	#	Refn Wet/Dry Sand, Rub-Out & Buff					0.5
27	#	Disconnect / Reconnect battery cable		1		0.2	
28	#	Seatbelt inspection		1		0.5 M	
29	#	Pre Scan		1	60.00 X	0.5 M	
30	#	Post Scan		1	129.95 X	0.5 M	
<b>SUBTOTALS</b>					<b>519.34</b>	<b>15.6</b>	<b>7.2</b>

Customer: Meyaraan, Kelly

Job Number:

2015 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI Pearl White

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			314.39
Body Labor	14.1 hrs @	\$ 80.00 /hr	1,128.00
Paint Labor	7.2 hrs @	\$ 80.00 /hr	576.00
Mechanical Labor	1.5 hrs @	\$ 150.00 /hr	225.00
Paint Supplies	7.2 hrs @	\$ 60.00 /hr	432.00
Miscellaneous			204.95
<b>Subtotal</b>			<b>2,880.34</b>
Sales Tax	\$ 761.39 @	8.1250 %	61.86
<b>Grand Total</b>			<b>2,942.20</b>

\*\*\*\*\*

This is an estimate only.

This estimate does not account for hidden or unseen damage.

Repair times are estimated and do not dictate actual times.

Additional damage and additional parts will extend repair times.

Parts prices and scan / calibration costs may vary and are subject to vendor invoice.

Not responsible for glass breakage during repair process.

No guarantee of any type on rust repairs.

Please remove all personal items from vehicle prior to repair appointment.

Storage charge of \$100.00 per day applies on any vehicles not repaired or repair delays by insurance of over 5 business days.

\*

Please note if this estimate is written for an insurance company it will be written by their guidelines and may not reflect the final repair procedures or costs.

\*

MN Statute 60A.955: A person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

\*\*\*\*\*

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**Customer: Meyaraan, Kelly****Job Number:**

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Customer: Meyaraan, Kelly

Job Number:

2015 TOYO RAV4 Limited AWD 4D UTV 4-2.5L Gasoline Sequential MPI Pearl White

**PARTS SUPPLIER LIST**

Line	Supplier	Description	Price
18	Burnsville Toyota 14730 Buck Hill Rd Burnsville MN 55306	#521500R110 Bumper cover w/o reverse sensor Quote: 2940265349 Expires: 11/23/24	\$ 208.74

**CITY OF SHEBOYGAN  
RESOLUTION 136-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**DECEMBER 16, 2024.**

A RESOLUTION amending the residential Recycling Fee and residential Garbage Collection Fee for services provided by the City.

WHEREAS, the City of Sheboygan imposed a fee for garbage and recycling collection in 2012; and

WHEREAS, the City Water Utility provides administrative support through billing and collection of the Garbage and Recycling Fee on utility bills; and

WHEREAS, City staff has determined that increasing the fees is appropriate given economic conditions that have resulted in higher operating costs; and

WHEREAS, the Common Council approved a balanced 2025 budget, which contemplates increasing the fees as set forth herein.

NOW THEREFORE, BE IT RESOLVED: That the Common Council hereby amends the special charge for residential recycling services from \$4.00 per month per residential unit to \$4.35 per month per residential unit effective January 1, 2025.

BE IT FURTHER RESOLVED: That the Common Council hereby amends the special charge for garbage recycling services from \$5.00 per month per residential unit to \$5.65 per month per residential unit effective January 1, 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 142-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**DECEMBER 16, 2024.**

A RESOLUTION amending the Marina and Riverfront Slips Fee Schedule.

WHEREAS, all Riverfront Marina vessels exceeding their slip size will be subject to payment of their entire well totaling an additional \$500.00 for slips; and

WHEREAS, Catamaran vessels will be charged double the rate of a single hull vessel, applying to long-term and short-term dockage; and

WHEREAS, the Marina will be implementing a Rewards program which will increase revenue at the Marina and allow certain perks only Gold and Platinum members can receive; and

WHEREAS, these changes include slightly increasing all slip fees, increasing overall revenue for both the Riverfront and Harbor Centre Marina; these changes will substantially increase Marina revenue.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council hereby adopts the attached Marina and Riverfront Slips Fee Schedule.

BE IT FURTHER RESOLVED: That the fees adopted in the herein-adopted Marina and Riverfront Slips Fee Schedule shall supersede fees previously adopted.

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 2025 Marina & Riverfront Slips Fee Schedule

<b>Marina Slips</b>	<b>Full Season Flat Rate</b>	<b>Half Season Flat Rate</b>	<b>Monthly Rate</b>
30 Foot Slip	\$1,870.00 (\$62.33/vft)	\$936.00 (\$31.20/vft)	\$2,169.90 (\$72.33/vft)
35 Foot Slip	\$2,310.00 (\$66.00/vft)	\$1,155.00 (\$33.00/vft)	\$2,660.00 (\$76.00/vft)
40 Foot Slip	\$2,970.00 (\$74.25/vft)	\$1,485.00 (\$37.13/vft)	\$3,370.00 (84.25/vft)
45 Foot Slip	\$3,630.00 (\$80.66/vft)	\$1,815.00 (\$40.33/vft)	\$4,079.70 (90.66/vft)
T-Dock (55 Foot Vessel Minimum)	\$82.00/vft	\$41.00/vft	\$100.00/vft
Sports Port (Jet Ski)	\$500.00	\$500.00	\$550.00

*vft = vessel foot (measurements are rounded up to next whole foot).*

*Ex: A 32-foot vessel docked at a 30-foot slip for the full season will be charged  $(\$1,870 + (\$62.33 \times 2)) = \$1994.66 + tax$ . Rates and charges do not include tax.*

*Catamarans will pay double the given rate above.*

*Ex: 35-foot Catamaran docked in a 35-foot slip for the full season will be charged  $(\$2,310.00 + \$2,310.00) = \$4,620.00 + tax$ .*

<b>Riverfront Slips</b>	<b>Full Season Flat Rate</b>	<b>Half Season Flat Rate</b>	<b>Monthly Rate</b>
Discount Slip	\$1,100.00	\$550.00	\$1,100.00
<i>Discount Slip lacks electric and water service.</i>			
25-29 Foot Vessel	\$2,000.00	\$1,000.00	\$2,200.00
30-34 Foot Vessel	\$2,300.00	\$1,150.00	\$2,530.00
35-39 Foot Vessel	\$2,500.00	\$1,250.00	\$3,370.00

*Measurements are rounded up to next whole foot*

*Rates and charges do not include tax*

*Vessels exceeding their slip size will be subject to payment of their entire well, totaling in an additional \$500.00 for slips*

### Miscellaneous Rates & Fees

Transient Discount Slip	\$1.50/vft (Marina or Riverfront)	
<i>Discount Slip lacks electric and water service</i>		
Transient Slip (Vessel length 25-79 feet)	\$1.80/vft (Marina or Riverfront)	
Transient Slip (Vessel length 80+ feet)	\$2.00/vft (Marina or Riverfront)	
Pump-out Service	\$15.00 for non-slip tenants	Free for slip tenants
Daily Launch Pass	\$8.00	
Annual Launch Pass (City Resident)	\$60.00	
Annual Launch Pass (Non-Resident)	\$70.00	
Fuel Surcharge	\$.10 discount per gallon for slip tenants	

*Measurements are rounded up to next whole foot*

*Rates and charges do not include tax*

December, 2024

**CITY OF SHEBOYGAN  
RESOLUTION 139-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**DECEMBER 16, 2024.**

A RESOLUTION consenting to the Assignment and Assumption of Ground Lease for parcels adjacent to property currently owned by Nemschoff, Inc., contingent upon sale of property to AESSE Real Estate Company, LLC.

WHEREAS, the City is lessor of property under a ground lease dated January 1, 1984, recorded with the Sheboygan County Register of Deeds as Document No. 1202009, and amended via recorded Document No. 1987117, for certain real property and improvements located along the Sheboygan River on which Nemschoff, Inc., has constructed a parking lot and storage area; and

WHEREAS, Nemschoff, Inc., desires to sell its property and assign its ground lease to AESSE Real Estate Company, LLC; and

WHEREAS, suspension of the rules regarding this Resolution is appropriate in order to allow for a December 31, 2024 real estate closing.

NOW, THEREFORE BE IT RESOLVED: That the Common Council hereby consents to Nemschoff, Inc., assigning its interest in the aforementioned ground lease to AESSE Real Estate Company, LLC, contingent upon AESSE Real Estate Company, LLC's acquisition of the property, and directs the appropriate City officials to execute the attached Assignment document upon confirmation of sale.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_ .

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, Clerk, City of Sheboygan

EXHIBIT C

DOCUMENT NO.

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

RETURN TO:  
Atty. Paul Jonas  
Michael Best & Friedrich LLP  
790 N. Water St., STE 2500  
Milwaukee, WI 53202

Parcel Identification Numbers:  
See Exhibit A

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

**THIS ASSIGNMENT OF AND ASSUMPTION OF GROUND LEASE (“Assignment”)** is entered into this \_\_\_ day of \_\_\_\_, 2024 (“Effective Date”) by and among Nemschoff, Inc. f/k/a Nemschoff Chairs, Inc., a Wisconsin corporation (“Assignor”), AESSE Real Estate Company, LLC, a Wisconsin limited liability company (“Assignee”), and the City of Sheboygan (“City”).

RECITALS:

**WHEREAS**, Assignor is the lessee and the City is the lessor under a ground lease dated January 1, 1984 (“Ground Lease”), as referenced in that certain Memorandum of Lease dated May 3, 1990, and recorded with the Sheboygan County Register of Deeds on May 14, 1990, as Document Number 1202009, and in that certain First Amendment to Lease Agreement Between the City of Sheboygan and Nemschoff Chairs, Inc., dated May 16, 2013, and recorded with the Sheboygan County Register of Deeds on June 5, 2014, as Document Number 1987117, for certain real property and improvements located along the Sheboygan River as more fully described in the Ground Lease and in Exhibit A attached hereto and incorporated herein (the “Property”); and

**WHEREAS**, pursuant to the terms of the Ground Lease, Assignor has constructed a parking lot and storage area (“**Improvements**”) on the Property; and

**WHEREAS**, Assignor intends to sell to Assignee certain property located at 2304 and 2218 Julson Court in the City of Sheboygan (“**Owned Property**”).

**WHEREAS**, in conjunction with Assignor’s sale of the Owned Property to Assignee, Assignor desires to assign to Assignee all of Assignor’s right, title, and interest in and to the Ground Lease to Assignee, as Assignee desires to fully assume all of such right, title, and interest in accordance with the terms, covenants and conditions herein set forth.

AGREEMENT:

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

**1. Assignment.** As of the Effective Date, Assignor hereby irrevocably grants, transfers, sets over and assigns unto Assignee all of Assignor's right, title, and interest in and to the Ground Lease and to all Improvements located thereon.

**2. Assumption.** As of the Effective Date, Assignee hereby accepts the foregoing assignment and agrees to comply with and perform all of the terms, conditions, and provisions of the Ground Lease, as tenant under the Ground Lease.

**3. Indemnification.** From and after the Effective Date, Assignee covenants and agrees to indemnify, defend and hold harmless Assignor from and against any and all liabilities, claims, damages, deficiencies, costs, expenses and losses of any nature whatsoever (including without limitation, court costs and reasonable attorney’s fees) that may be asserted against Assignor relating to, arising out of or resulting from Assignee’s performance or non-performance or default under the terms of the Ground Lease, or any claims, demands obligations or liabilities relating to the Ground Lease.

**4. Miscellaneous.**

(a) **Binding Affect.** The terms of this Assignment shall survive the closing of the purchase and sale of Assignor’s interest in the Owned Property to Assignee, and shall be binding upon, shall inure to the benefit of, and shall be enforceable by Assignor and Assignee and their respective successors, assigns, heirs and personal representatives.

(b) **Governing Law.** This Assignment shall be deemed to be made under and shall be construed in accordance with and be governed by the laws of the State of Wisconsin.

(c) **Entire Assignment.** This Assignment constitutes the entire Agreement between the parties hereto with respect to the matters described herein and may not be modified in any way without the express written consent of both parties.

(d) **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

(Signatures appear on the following page)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date and year first written above written.

**ASSIGNOR:**  
NEMSCHOFF, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN     )  
   ) ss.  
COUNTY OF SHEBOYGAN   )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, the above named \_\_\_\_\_, individually and, who acknowledged himself/herself to be the \_\_\_\_\_ of Nemschoff, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

**ASSIGNEE:**  
AESSE Real Estate Company, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN     )  
   ) ss.  
COUNTY OF SHEBOYGAN   )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, the above named \_\_\_\_\_, individually and, who acknowledged himself/herself to be the \_\_\_\_\_ of AESSE Real Estate Company, LLC and to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

**CONSENT TO ASSIGNMENT AND ASSUMPTION OF GROUND LEASE**

The undersigned, on behalf of the City of Sheboygan (“**City**”), hereby acknowledges and consents to the foregoing Assignment of Ground Lease (“**Assignment**”) by and between Nemschoff, Inc. f/k/a Nemschoff Chairs, Inc., a Wisconsin corporation (“**Assignor**”), and AESSE Real Estate Company, LLC, a Wisconsin limited liability company (“**Assignee**”), to which this Consent is attached.

DATED effective as of the \_\_\_ day of \_\_\_\_\_, 2024.

**CITY:**  
CITY OF SHEBOYGAN

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF SHEBOYGAN )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above named \_\_\_\_\_, individually and, who acknowledged himself/herself to be the \_\_\_\_\_ of the City of Sheboygan, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Print Name:  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

This instrument was drafted by:

Atty. Paul Jonas  
Michael Best & Friedrich LLP  
790 N. Water St, STE 2500  
Milwaukee, WI 53202

**EXHIBIT A****Property Legal Description**

## PARCEL E:

LOT ONE (1) IN BLOCK TWENTY-FIVE (25) OF LYMAN ADDITION TO THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

TAX PARCEL NO.: 59281210490

## PARCEL F:

LOTS TWO (2), THREE (3) AND FOUR (4) OF BLOCK TWENTY-FIVE (25) OF LYMAN ADDITION TO THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF.

TAX PARCEL NO.: 59281210500

## PARCEL G:

LOTS ELEVEN (11), TWELVE (12), THIRTEEN (13), FOURTEEN (14) AND FIFTEEN (15) IN BLOCK TWENTY-FIVE (25) OF LYMAN'S ADDITION TO THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPTING PARCELS OF LAND AND RIGHT-OF-WAY HERETOFORE CONVEYED TO THE CHICAGO AND NORTHWESTERN RAILWAY CO. BY DEED DATED OCTOBER 31, 1892, AND RECORDED IN VOL. 74 OF DEEDS, PAGE 379, OFFICE OF THE REGISTER OF DEEDS OF SHEBOYGAN COUNTY, GRANTING A RIGHT-OF-WAY TO SAID RAILWAY CO. UPON THE CONDITIONS STATED IN SAID DEED. TOGETHER WITH THE EAST 1/2 OF VACATED SOUTH 24TH STREET ADJACENT TO LOT 15 AND THAT PORTION OF THE SOUTH 1/2 OF THE SOUTH 33 FEET OF VACATED W. WATER STREET LYING ADJACENT TO LOTS 12, 13, 14 AND 15 AND THE WEST 34 FEET OF LOT 11, AND THE SOUTH 1/2 OF VACATED W. WATER STREET LYING ADJACENT TO THE EAST 6 FEET OF LOT 11.

TAX PARCEL NO.: 59281210540



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

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**DECEMBER 16, 2024.**

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

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

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

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

**RECITALS**

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

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

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

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

**TERMS**

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

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

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

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

8. Miscellaneous.

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

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

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

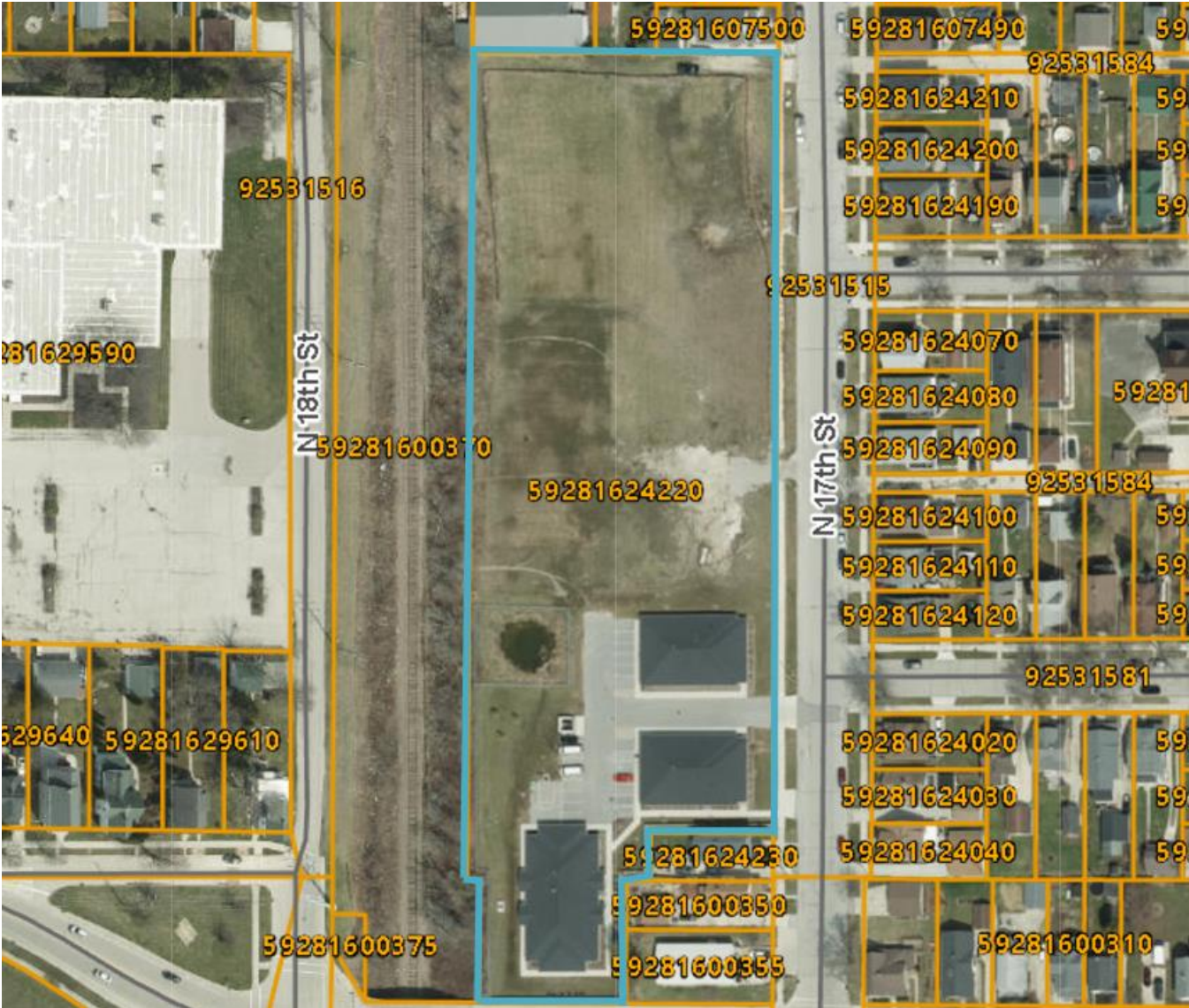
Agreement shall be valid unless in writing and signed by the Parties and then only to the extent specifically set forth in writing.

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



**EXHIBIT A**  
**Property Map**

Parcel #: 59281624220



## INSTRUCTIONS FOR EXECUTING LEGAL DOCUMENT

### CORPORATION INSTRUCTIONS

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

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

\_\_\_\_\_  
Signature

*(Corporate Seal)*

\_\_\_\_\_  
Date

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

### LIMITED LIABILITY COMPANY INSTRUCTIONS

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

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

### PARTNERSHIP INSTRUCTIONS

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

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

### INDIVIDUAL INSTRUCTIONS

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



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

**EXHIBIT B**  
**City of Sheboygan Insurance Requirements**

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

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

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

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**DECEMBER 16, 2024.**

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 138-24-25**

**BY ALDERPERSONS RUST AND LA FAVE.**

**DECEMBER 16, 2024.**

A RESOLUTION authorizing the appropriate City officials to execute the documents necessary to purchase an ambulance from Pomasl Fire Equipment, Inc. for the Sheboygan Fire Department and to make other purchases necessary to equip the new ambulance.

WHEREAS, it is in the City's best interest to have a functioning ambulance fleet for emergency response; and

WHEREAS, The Fire Department's previous ambulance orders have seen extensive, additional delays, such that ambulances ordered in 2021 and 2022 respectively continue to be on manufacturing back orders with final delivery dates to the City still not known; and

WHEREAS, In January 2024, the City placed an order for an ambulance from Pomasl Fire Equipment, Inc. and that ambulance was recently received and placed into service; and

WHEREAS, the Sheboygan Fire Department included the purchase of an ambulance in its budget request for 2025 and Pomasl Fire Equipment, Inc. has informed the City that an ambulance identical to the one recently received is nearing completion of manufacturing and could be available within the next 60 days should the City wish to place an order; and

WHEREAS, the Fire Department has found the ambulance recently received to be of excellent quality and meets all of its needs and specifications and will help to rectify downtime issues related to loss of use due to mechanical breakdowns in its current fleet.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to execute the necessary documents to purchase an ambulance and other equipment necessary to equip the ambulance for the total amount of \$436,698.00.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 400200-651100 (Capital Projects - Public Safety – Vehicles) in payment of same.

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

Good morning Bernie,

We would like to get the documents done for the Council and purchase another ambulance from Pomsal Fire Equipment. This ambulance would be a twin to the one we just received and would be available immediately in January of 2024 rather than having to wait for three years if we ordered a custom unit. The current unit fits our needs as will this one. Due to the age and repairs needed on our aging ambulances, we feel this is the most appropriate ambulance to purchase in order to be able to maintain adequate emergency medical services for the City.

Ambulance and Cot	\$393,098.00
4 EMS Bags	\$2,500.00
Video Scope	\$3,400.00
Portable Suction	\$1,000.00
Scoop Stretcher	\$1,600.00
MDC Tough Book	\$4,000.00
Knox Key Secure 5	\$1,350.00
Armour Vests and Helmet	\$2,700.00
Splints Soft and Hard	\$1,000.00
Mototola Radio	\$7,500.00
Cradle Point	\$500.00
LP Docking Station	\$2,500.00
2 New Air Paks	\$15,550.00
Total	\$436,698.00

I have attached a purchase agreement from Pomsal, along with a list of items and costs we will need to go with the purchase.



## Purchase Agreement

Date: December \_\_\_\_, 2024

**DEALER:** Pomasl Fire Equipment, Inc.  
 P.O. Box 267  
 1918 Neva Road  
 Antigo, WI 54409

**PURCHASER:** City of Sheboygan  
 828 Center Avenue  
 Sheboygan, WI 53081  
  
 City of Sheboygan Fire Department  
 1326 N. 25<sup>th</sup> Street  
 Sheboygan, WI 53081

**MANUFACTURER:** Demers Ambulances USA, Inc.

This **Purchase Agreement** is entered into by and between the above named **DEALER** and **PURCHASER** for the following:

Including: Chassis: X                      Body: X                      Equipment: X

The PURCHASER agrees to pay the DEALER the sum below per the proposal dated December 3, 2024, for a Demers Ambulances model MXP170, Type I Ambulance, to be built on a Ford F450 diesel chassis.	
➤ Demers MXP170 Stock Ambulance, Job 117553	\$ 324,675.00
➤ UV-C Decontamination Light	\$ 1,000.00
➤ Supply & install Dual Buell air horns	\$ 2,500.00
➤ Supply & install (1) CompX #WS-PRKP-CAB, WIFI Network eLock	\$ 1,200.00
➤ Placard Holders front and rear	\$ 400.00
➤ Two Garbage Cans, location to be determined	\$ 300.00
➤ Streamlight Vulcan LED	\$ 260.00
➤ Irons Set with Mounts	\$ 820.00





➤ HAVIS Dash Mount and Docking Station for Tablet with Install	\$ 1,356.00
➤ Two SCBA Brackets with NFPA compliant Strap	\$ 500.00
➤ Federal EQ2B electronic Siren in place of current siren	\$ 1,800.00
➤ Extra Shelf in C3 compartment	\$ 200.00
➤ Tomar Opticom	\$ 1,000.00
➤ Install a customer supplied Items (Radio, Knox Key, Cradle Point)	\$ 1,270.00
➤ Ferno INX cot and INLINE	\$ 45,463.66
➤ Labor, hardware, shop supplies to install the INLINE floor plate and wiring	\$ 550.00
➤ Ferno INTRAXX mounting brackets	\$ 983.52
➤ Ferno INTRAXX track system with black end caps (mount to walls in patient area)	\$ 550.00
➤ Labor, hardware, shop supplies to install track system per customer directions	\$ 550.00
➤ Ferno TRANSCEND stair chair	\$ 7,720.30
➤ Re-Paint ambulance and chassis Black over Red and graphics to match 2024 delivery	In Above
➤ <b>Balance due upon delivery of the vehicle to the purchaser</b>	<b>\$ 393,098.00</b>

Payment Terms:

25% down payment due on or before January 31, 2025.

Balance due when completed ambulance is delivered to your station.

The PURCHASER agrees that any modifications in the form of additions to and or deletions from the specifications made during the manufacture of the vehicle or prior to delivery, at the request of the PURCHASER, shall be considered and computed into the final balance; and the final payment adjusted, in accordance with such changes.

Unless otherwise noted herein, the Purchase price agreed to is net F.O.B. 1326 N. 25<sup>th</sup> Street, Sheboygan, Wisconsin. All customer payments including final payment must be made directly to the DEALER - Pomasl Fire Equipment, Inc.

The title does not pass to the PURCHASER until the purchase price is paid in full. The vehicle will not be turned over to the PURCHASER unless proof of insurance is provided.

All applicable sales and excise taxes now, or hereafter, imposed upon the sale of the items specified herein shall be paid by the PURCHASER.



**DEALER:**

POMASL FIRE EQUIPMENT, INC.

**PURCHASER:**

CITY OF SHEBOYGAN  
or  
CITY OF SHEBOYGAN FIRE  
DEPARTMENT

Authorized Signatures:

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Kevin Pomasl or Dan Pomasl  
Vice President or President  
Pomasl Fire Equipment, Inc.

---

Name # 1 – Sign Above the Line

Date Signed:

---

Name # 1 – Print Name Above Line

Title:

Date Signed:



Additional Signature Lines If Needed:

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Name # 2 (if necessary) – Sign Above the Line

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Name # 2 (if necessary) – Print Name Above Line

Title:

Date Signed:

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Name # 3 (if necessary) – Sign Above the Line

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Name # 3 (if necessary) – Print Name Above Line

Title:

Date Signed:

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

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**DECEMBER 16, 2024.**

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

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

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

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

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

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

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

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

WITNESSETH:

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

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

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

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

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

WHEREAS, Contractor has affirmed its desire to provide the City with the necessary goods and services under the terms set forth in this Agreement.

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

**Article 1. Scope of Services**

Contractor shall provide all materials and equipment and perform all work associated with the project as specified in Exhibits 1 related to the provision, installation and on-going maintenance of the system (“Goods and Services”).

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

during said installation in a lawful manner (the “Disposal”). Contractor shall be responsible for obtaining any and all applicable permits and paying any and all applicable permit fees prior to beginning work.

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

Contractor will need to plan the work in advance of mobilization and coordinate with the City’s Representative. The facilities to be impacted by the project will continue to be occupied while the project is underway.

**Article 2. Standard of Care**

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The City’s Representative shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the City’s Representative shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care which appear within a period of one year from the date of final payment of the Contract.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement. All work shall be closely coordinated with the City’s representative(s).

**Article 3. CITY Representative**

The City designates Chase Devrou, Director of Information Technology for Mead Public Library, as representative for purposes of this Agreement. If the City’s Representative deems it appropriate, the City’s Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

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

**Article 4. Compensation**

The City shall pay Contractor for the Services an amount not to exceed:  
\$192,225.00 for the purchase and installation of the proposed system  
\$ 16,000/Year for a total of (5) Years following the initial one-year warranty period to include two annual preventative maintenance visits per year to include 24/7 maintenance, software support

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

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

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

Bernard Rammer  
 City of Sheboygan  
 828 Center Avenue, Suite 110  
 Sheboygan, Wisconsin 53081

Contractor shall be required to file waivers of lien from all suppliers and subcontractors with the Owner prior to receiving payment. The submission of any Request for Payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

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

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

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

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

- Liquidated damages due to the City.

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

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

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

**Article 5. Appropriation of Funds**

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

**Article 6. Performance and Payment Bond NOT REQUIRED**

**Article 7. Schedule**

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

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

**Article 8. Liquidated Damages**

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



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

**Article 9. Workmanship and Quality of Materials**

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

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

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

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

**Article 10. Safety Requirements**

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

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

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

**Article 11. Open Records**

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

**Article 12. Termination**

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

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

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

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

**Article 13. Default**

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

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

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

**Article 14. Identity of Contractor**

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

**Article 15. Independent Contractor Status**

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

**Article 16. Indemnification**

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

As such, to the extent permitted by law, Contractor shall defend and hold the City, including its officials, agents, and employees, harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity

arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney’s fees paid or incurred, by or on behalf of the City, its officials, agents, or employees, or paid for on behalf of the City, its officials, agents, or employees by insurance purchased or self-insurance provided by the City.

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

**Article 17. Insurance**

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

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

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

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

City of Sheboygan, Wisconsin  
828 Center Avenue  
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

**Article 18. Conflict of Interest**

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

**Article 19. Waiver**

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

**Article 20. Severability**

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

**Article 21. Assignment**

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

**Article 22. Third Party Rights**

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

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

**Article 23. Governing Law and Venue**

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

**Article 24. Non-Discrimination**

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. § 51.01(5)), sexual orientation (as defined in Wis. Stat. § 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or

transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

**Article 25. Compliance with Laws**

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

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

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

**Article 26. Notices**

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

**City:**

**Contractor:**

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

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

**Article 27. Intent to be Bound**

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

**Article 28. Force Majeure**

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

**Article 29. Integration and Modification**

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

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

1. This Agreement and its Attachments
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. The Plan Set
5. All Addenda to the Request for Bids
6. All Other Submittals by Contractor

(collectively “the Contract”).

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

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

### **Article 30. Non-Collusion**

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

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

### **Article 31. Other Provisions**

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the CITY, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the CITY’s Representative.

Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the CITY's Representative.

3. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. Ch. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. **Guaranteed Delivery.** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
5. **Authority.** Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
6. **Intent of Contract Documents.**
  - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
  - b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined

**Article 32. Incorporation of Required Clauses and Conditions**

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

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

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



**CITY OF SHEBOYGAN, WISCONSIN**

**RFID Library Solutions, Inc.**

**BY:** \_\_\_\_\_  
Ryan Sorenson, Mayor

**BY:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EXHIBIT 1**

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



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

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

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

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

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

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

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

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

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

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

## 1.1 GENERAL

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

## 1.2 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

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

## 1.3 BID REQUIREMENTS

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

## 1.4 SUBMISSION OF BIDS

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

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

#### 1.5 WITHDRAWAL OF BIDS

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

#### 1.6 PERFORMANCE, PAYMENT AND BID BONDS

- A. Not Required

#### 1.7 NOTICE OF ASBESTOS MATERIALS

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

#### 1.8 RESERVATIONS

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

#### 1.9 COMMENCEMENT AND COMPLETION

- A. The successful bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" and to fully complete the work within \_TBD\_ consecutive calendar days thereafter. Completion time will be converted to a specific date at the time the "Notice to Proceed" is issued.
- B. The Owner anticipates commencement of work in the First or second Quarter of 2025 or as soon as possible following contract ratification based upon lead times and completion of building modifications
- C. Please note that the completion of this project is expected to occur in early to mid-2025
- D. In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every

calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

Item 30.

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

#### DETAILED DESCRIPTION OF DESIRED SYSTEM

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

## DIVISION 1 -GENERAL REQUIREMENTS

## 1.1 PROTECTION OF PERSONS

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

## 1.2 APPLICATION OF THIS DIVISION OF THE SPECIFICATIONS

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

## 1.3 INTENT OF CONTRACT DOCUMENTS

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

## 1.4 SCOPE OF WORK

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

receptacle.

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

C. The Contractor will be responsible to:

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

## 1.5 OWNER'S REPRESENTATIVE

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



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

1.6 SUPERINTENDENCE

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

1.7 LABOR

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

1.8 FIRE PROTECTION

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

1.9 LAWS, REGULATIONS, FEES AND PERMITS

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

1.10 WATCHMEN AND OTHER SAFEGUARDS

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

1.11 CODES AND STANDARDS

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

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

1.12 CUTTING AND PATCHING

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

1.13 INSURANCE AND LIABILITY

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

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

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

C. Workmen's Compensation

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

D. Comprehensive General Liability and Property Damage Insurance

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

- 2. Bodily Injury \$1,000,000 per Person  
\$2,000,000 Aggregate
- 3. Property Damage \$500,000 per Occurrence  
\$500,000 Aggregate

E. Comprehensive Automobile Liability and Property Damage

- 1. Operation of owned, hired and non-owned motor vehicles:
- 2. Bodily Injury \$1,000,000 per Person  
\$1,000,000 per Occurrence
- 3. Property Damage \$1,000,000 per Occurrence

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

1.14 LAWS TO BE OBSERVED

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

1.15 PUBLIC SAFETY AND CONVENIENCE

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

1.16 USE OF JOB SITE

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

1.17 SCHEDULE OF VALUES

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

1.18 REQUESTS FOR PAYMENT

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

1.19 RELEASE OF LIENS

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

1.20 PATENTS

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

1.21 COOPERATION WITH OWNER

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

## 1.22 SUBCONTRACTS

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

## 1.23 ASSIGNMENT OF CONTRACT

- A. No assignment by the Contractor of any construction contract, or any part thereof, or of the funds to be received there under by the Contractor, will be recognized, unless such assignment has had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the Owner shall not relieve that Contractor of the obligations incurred by him under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:  
  
"It is agreed that the funds to be paid to the assignee under this assignment are subjected to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of any persons, firms, or corporations rendering such services or supplying such materials".

## 1.24 OTHER CONTRACTS

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

## 1.25 OWNER'S RIGHT TO DO WORK

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

## 1.26 TERMINATION BY THE CONTRACTOR

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

## 1.27 TERMINATION BY THE OWNER

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

1.28 CHANGES IN THE WORK

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

1.29 CORRECTION OF WORK

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

1.30 SANITARY CONVENIENCE

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

1.31 CLEANING UP AND FINAL INSPECTION

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

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

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

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

### 1.33 CHANGES-PAYMENT

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

### 1.34 DEDUCTION FOR UNCORRECTED WORK

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

### 1.35 FINAL ACCEPTANCE OF THE WORK

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

1.36 CORRECTION OF WORK AFTER FINAL PAYMENT

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

1.37 OWNER'S RIGHT TO USE UNCOMPLETED WORK

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

1.38 PAYMENTS

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

1.39 DELAYS

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

1.40 ATTACHMENTS

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



Form A: Signature and Non-Collusion Affidavit

RFP: Purchase and Installation of Mead Library AMH System

*This form must be returned with your response.*

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

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

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

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME OF PERSON SIGNING

## Form B: Receipt of Forms and Submittal Checklist RFP:

Purchase and Install of Mead Library AMH System

*This form must be returned with your response.*

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

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

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

# Form C: Vendor Profile

## Purchase and Installation of Mead Library AMH System

### COMPANY INFORMATION

*This form must be returned with your response.*

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

### ORDERS/BILLING CONTACT

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

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

# Form D: Cost Proposal

## RFB: Purchase and Install of Mead Library AMH System

*This form must be returned with your response.*

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

System Manufacturer Name \_\_\_\_\_

System Manufacturer Model \_\_\_\_\_

\$ \_\_\_\_\_

\_\_\_\_\_ Thousand \_\_\_\_\_ Hundred \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents

We Acknowledge Receipt of the following Addenda

#1 DATED \_\_\_\_\_ #2 DATED \_\_\_\_\_ #3 DATED \_\_\_\_\_

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

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

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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

*This form must be returned with your response.*

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

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

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



*RFID Library Solutions*

EXHIBIT 2

Item 30.

## MEAD PUBLIC LIBRARY



### Mead Library AMH System

*Request for Bids – 2066-24*

**October 24<sup>th</sup>, 2024**

### RFID Library Solutions

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

[www.rfidls.com](http://www.rfidls.com)

**Eric Kohorst**  
**[eric@rfidls.com](mailto:eric@rfidls.com)**



**MEAD**  
**LIBRARY**

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## 1.0 COVER LETTER

October 24<sup>th</sup>, 2024

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

Dear Mr. Rammer,

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

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

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

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

Many Thanks,



**Eric Kohorst**  
RFID Library Solutions



## 2.0 FIRM HISTORY & PERSONNEL

### **RFID LS History**

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



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

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

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

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

## Key Personnel

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

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

## Qualifications & Responsibilities

### Eric Kohorst



Project Lead  
Business Operations  
Sales & Marketing  
Owner/Operator

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

### Neil Bruchu



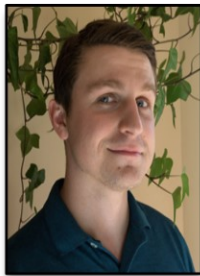
Certified Technician  
Project Installation  
System Assembly

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

**Robert Upegui**

Certified Technician  
Project Installation  
Software Specialist

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

**Ryan Roberts**

Software Engineer  
PC & Network Specialist  
Customer Service

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

**Jake Kohorst**

System Assembly  
& Installation  
AMH System Service  
Customer Service

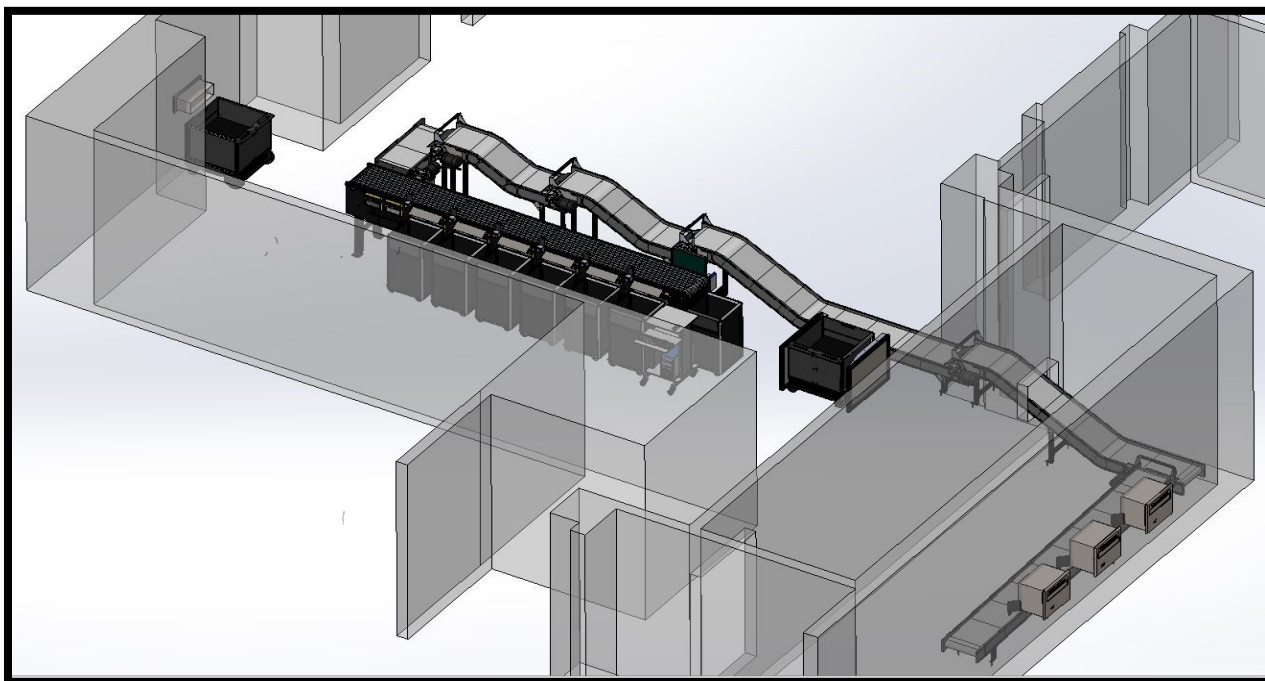
- Joined RFID LS in July 2021 Full time. Prior to that, Jake attended college at Morningside College in Sioux City, IA. He graduated with a BA - Management.
- As our newest technician, Jake responsibilities that range from minor on-site service repairs or product replacement to assembly of numerous sort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



### 3.0 PROPOSED AMH SOLUTION

#### Mead AMH System Summary

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



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



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

### **System Induction**

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



### **Material Processing**

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



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

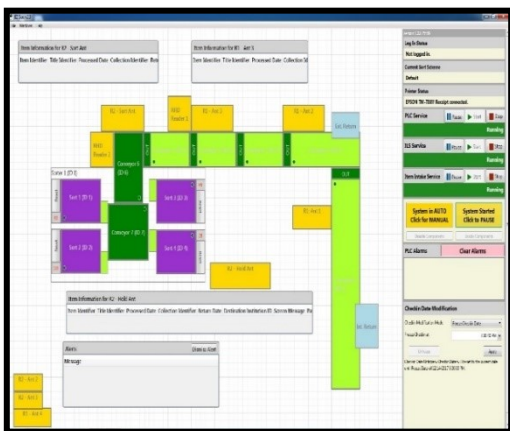


the line. A black transition with neoprene pad serves as a smooth changeover between conveyors. The belt flights or protruding paddles come in varying lengths as well as heights to aid in the separation of material. Technicians are able to quickly adjust their position on the belt to optimize material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

**Sorting**

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

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



**System Flexibility**

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

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

Item Number	Item Title	Sort Rule	Sort Date	Sort Location	Sort Status	Sort Reason
000000001	The Great Gatsby	Sort Rule 1	2023-10-26 10:00:00	Sorter 1	Success	
000000002	The Catcher in the Rye	Sort Rule 2	2023-10-26 10:00:00	Sorter 1	Exception	Sorter 1
000000003	1984	Sort Rule 1	2023-10-26 10:00:00	Sorter 1	Success	
000000004	The Hobbit	Sort Rule 3	2023-10-26 10:00:00	Sorter 2	Success	
000000005	The Lord of the Rings	Sort Rule 3	2023-10-26 10:00:00	Sorter 2	Success	
000000006	The Hobbit	Sort Rule 4	2023-10-26 10:00:00	Sorter 2	Exception	Sorter 2
000000007	The Hobbit	Sort Rule 4	2023-10-26 10:00:00	Sorter 2	Exception	Sorter 2
000000008	The Hobbit	Sort Rule 4	2023-10-26 10:00:00	Sorter 2	Exception	Sorter 2
000000009	The Hobbit	Sort Rule 4	2023-10-26 10:00:00	Sorter 2	Exception	Sorter 2
000000010	The Hobbit	Sort Rule 4	2023-10-26 10:00:00	Sorter 2	Exception	Sorter 2

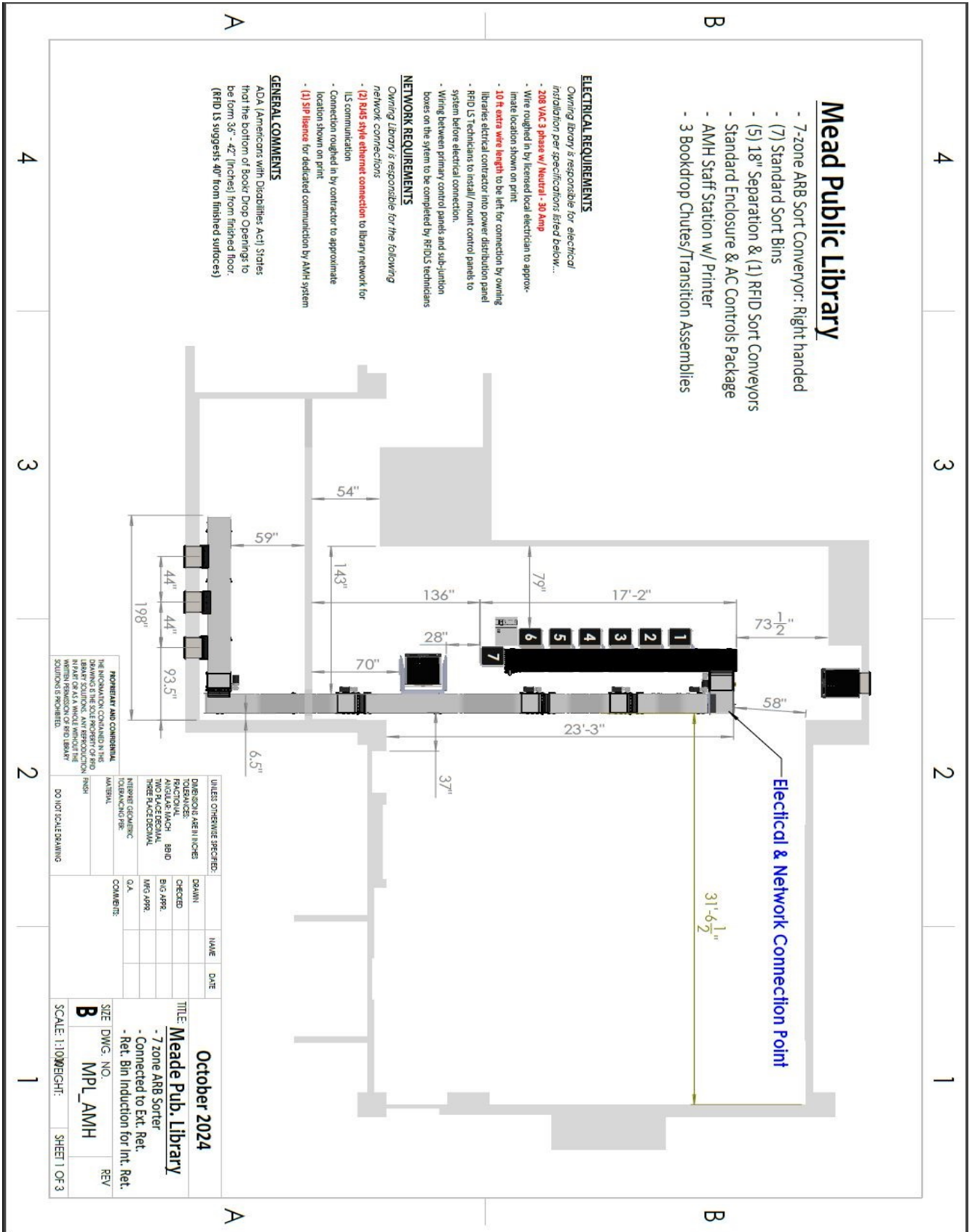
The 'Sort Group Dialog' window is a regular Admin function used to modify sort criteria within a group or even create a new one. The Sort Group Dialog allows users to view the current status of each individual sort on the system. Information found here are such things as a list of the sort rules used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

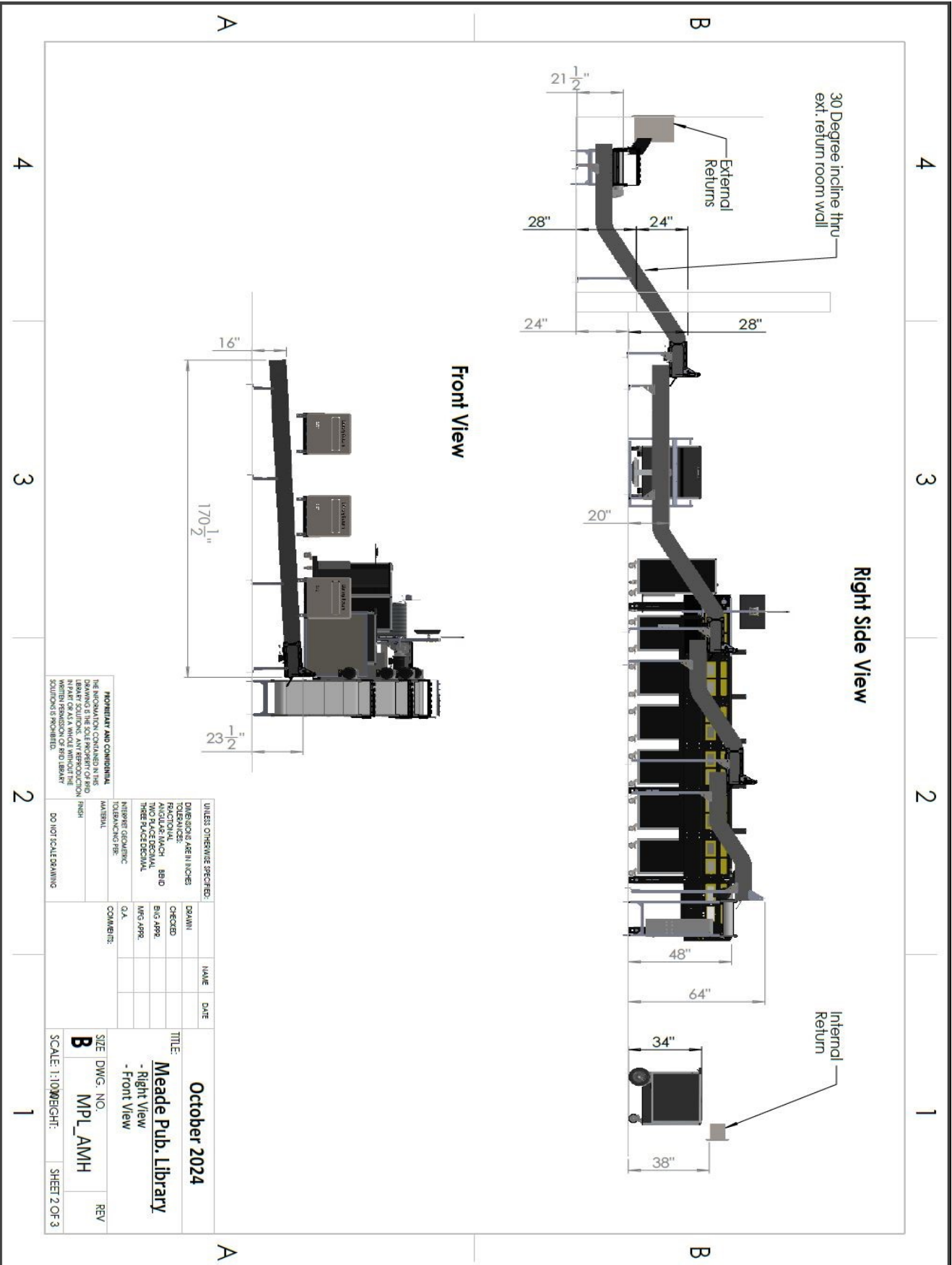
which govern how the sorting system sorts items into their respective locations. A Sort Group contains Sort Rules and Exception Rules. Sort Rules act positively on an item's sorting, that is: if a Sort Rule result is true, the item will sort to that location. Sort Exceptions act negatively on an item's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





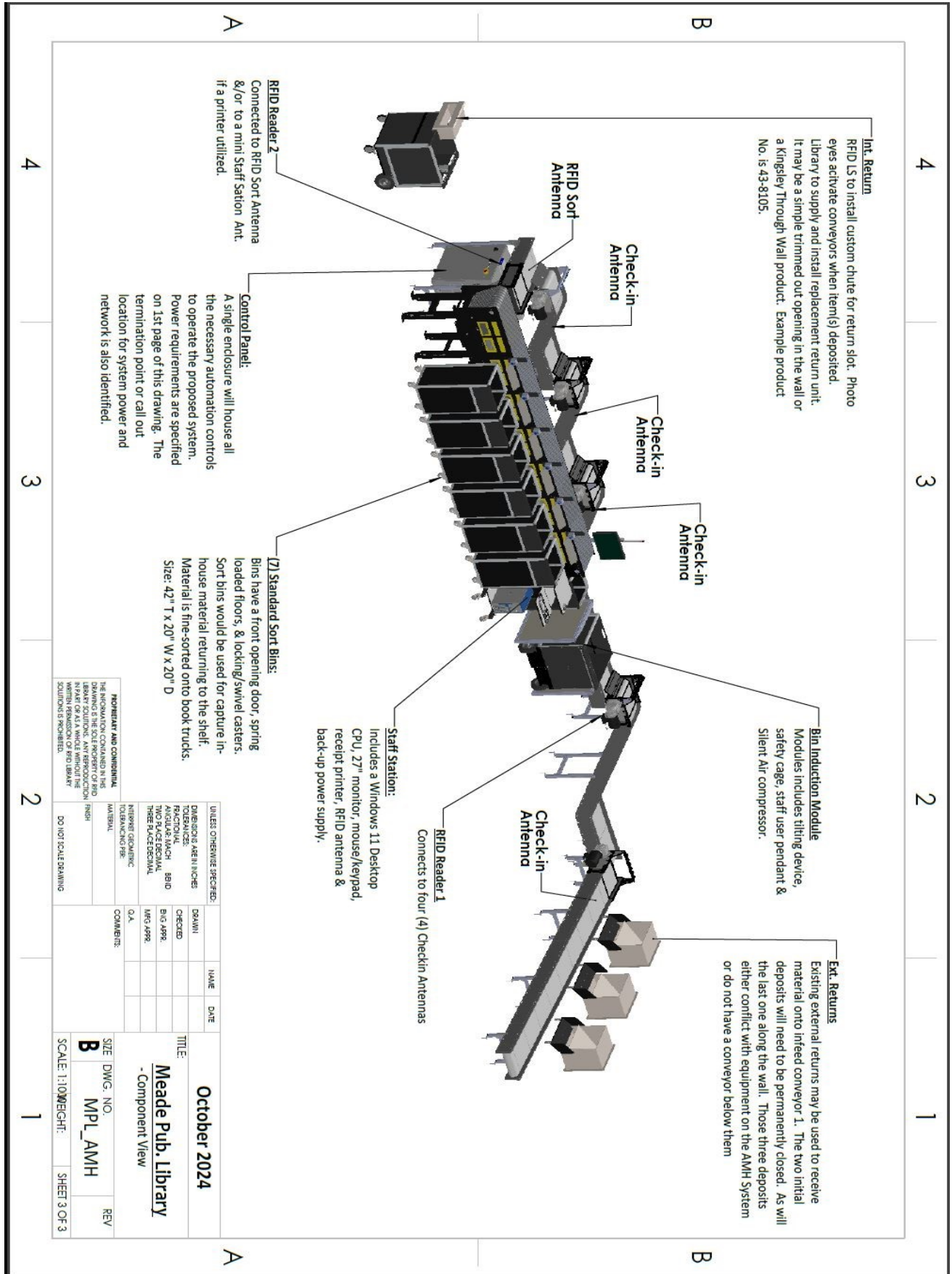
### 4.0 MEAD LIBRARY AMH DRAWINGS





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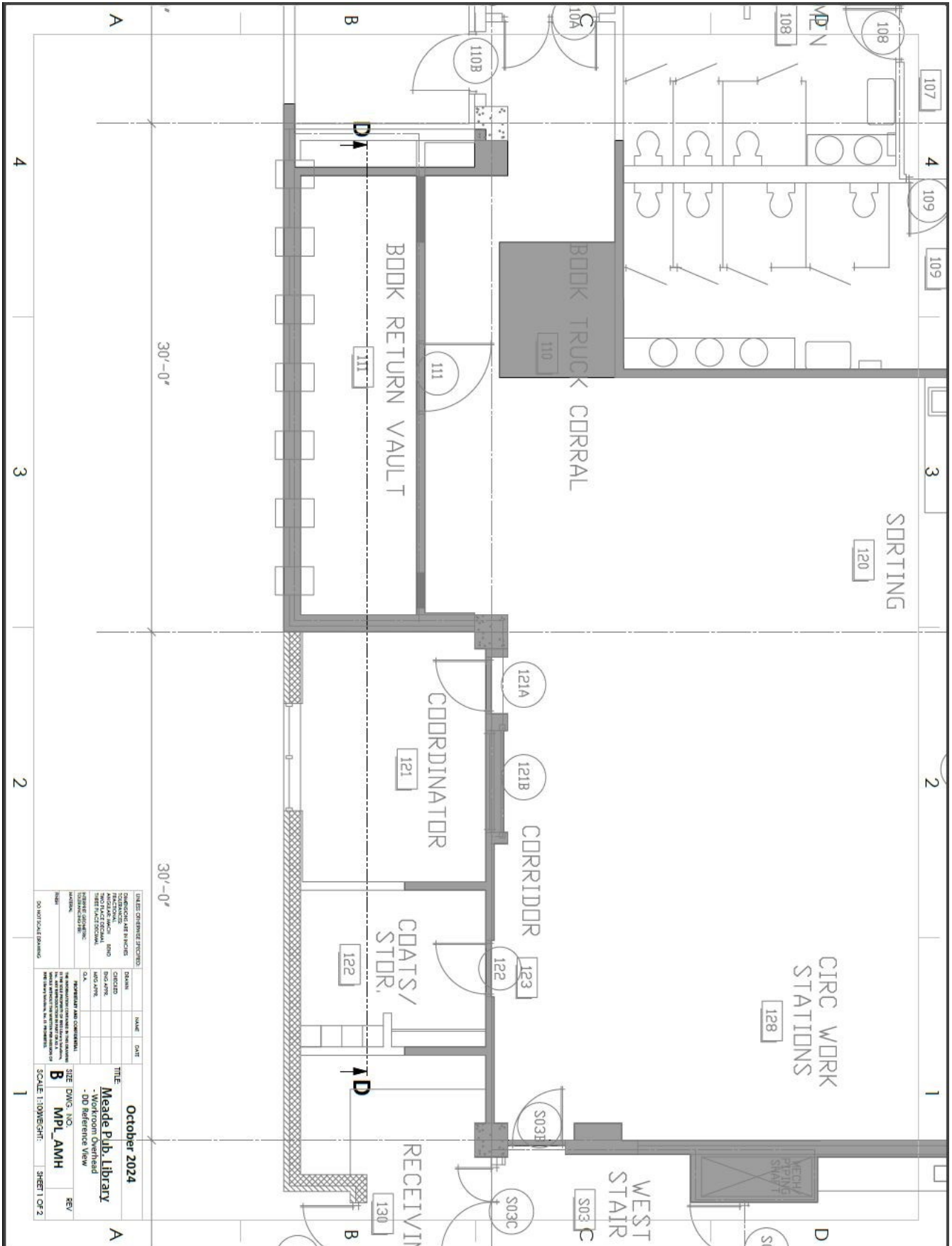
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DIMENSIONS ARE IN INCHES			
FRACTIONS			
ANGULAR MATCH	8B/D		
TWO PLACE DECIMAL			
THREE PLACE DECIMAL			
INTERFERING DIMENSIONS			
TOLERANCING PER:			
MATERIAL			
FINISH			
DO NOT SCALE DRAWING			
TITLE:		OCTOBER 2024	
Meade Pub. Library			
- Right View			
- Front View			
SIZE	DWG. NO.	REV	
B	MPL_AMH		
SCALE: 1:10	HEIGHT:		
			SHEET 2 OF 3



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UNLESS OTHERWISE SPECIFIED:	DATE	NAME	REVISION
DIMENSIONS ARE IN INCHES			
TOLERANCES:			
FRACTIONAL: 1/16"			
DECIMAL: .005"			
ANGLES: AS SHOWN			
THREADS: PER ANSI B1.1			
WELDING: AS SHOWN			
FINISH: AS SHOWN			
SCALE: AS SHOWN			
OTHER: AS SHOWN			

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



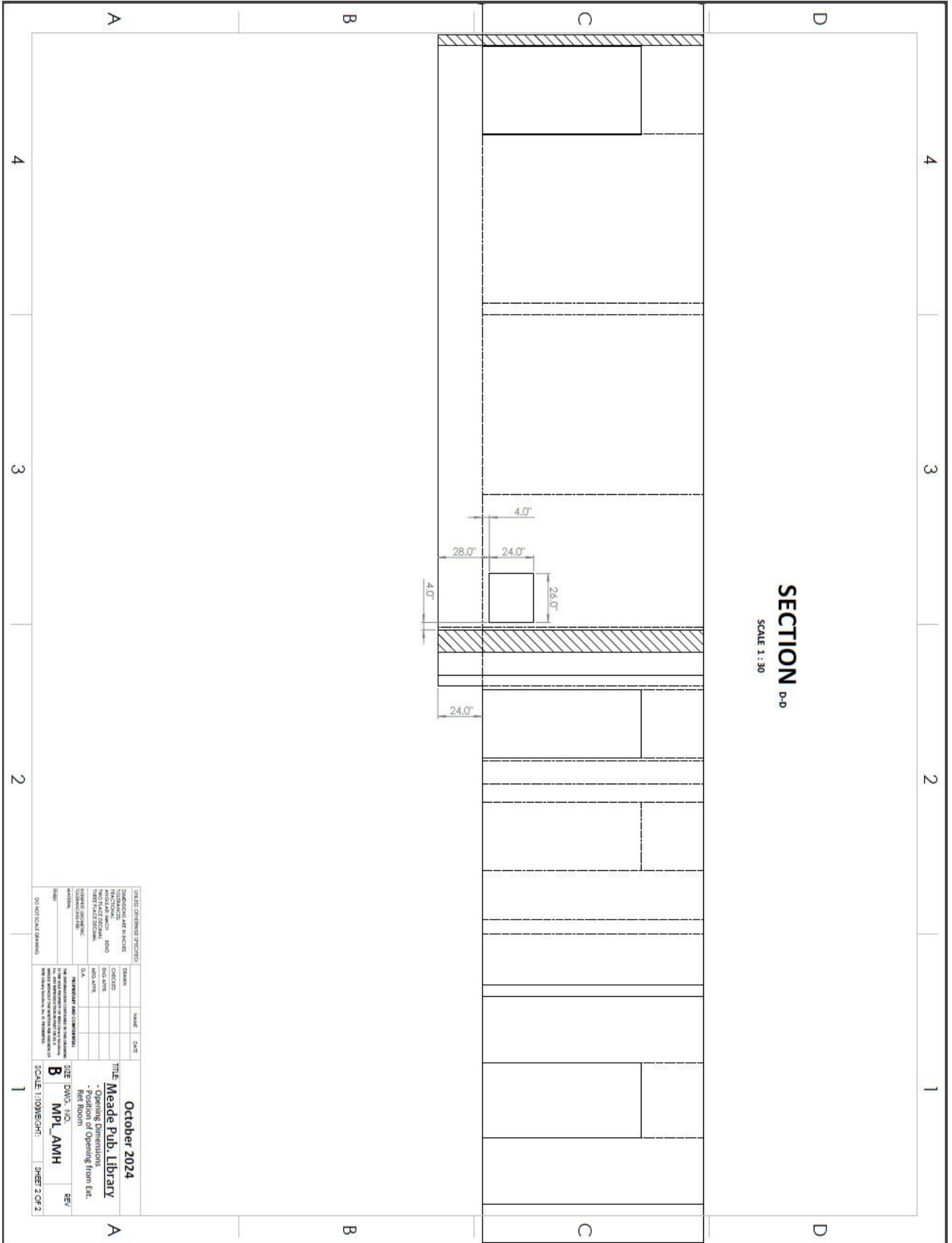
DATE	DESCRIPTION	BY	DATE
10/20/2024	MEAD PUBLIC LIBRARY	MP/AMH	

NO.	DATE	DESCRIPTION	BY
1	10/20/2024	MEAD PUBLIC LIBRARY	MP/AMH

NO.	DATE	DESCRIPTION	BY
1	10/20/2024	MEAD PUBLIC LIBRARY	MP/AMH



**5.0 COST BREAKDOWN**

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

**Annual Service Agreement: 5-year term**

\* Term starts after the 1-yr warranty period ends

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



## 6.0 Work Plan & Project Schedule

### Overall AMH Project Timeline

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

### On-site Installation Timeline

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

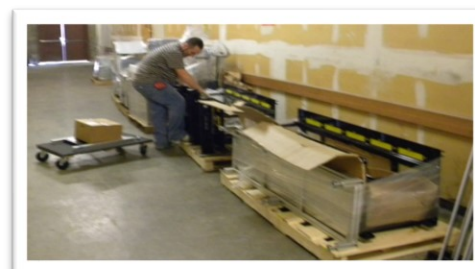
### On-site Installation Detail

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

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

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

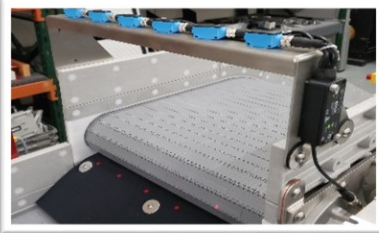
- Tracking numbers monitored for delivery.
- Project plan is flexible enough to handle unforeseen delays. There is always sufficient assembly work to be done, particularly early in the assignment.
- Actual time depends on system size, but never more than two days. In most cases, tasks 1.2 & 1.3 blend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



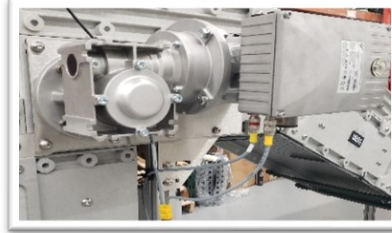


### 1.3 Build Final Components from Sub-assemblies: Day 2 & 3

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



Sensor Bracket



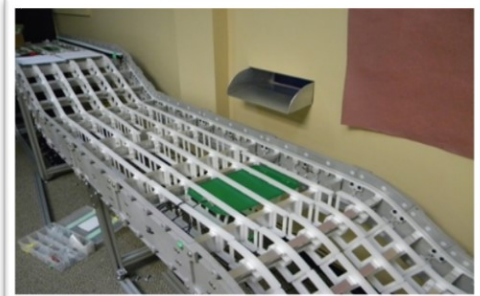
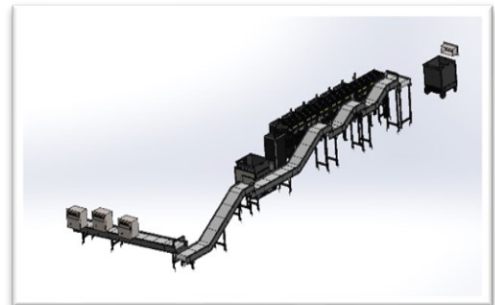
Motor Package



Larger Assemblies

### 1.4 Set-up Conveyors in Circulation Workroom: Day 3

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



**1.5 Set-up Sort Conveyor: Day 4**

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



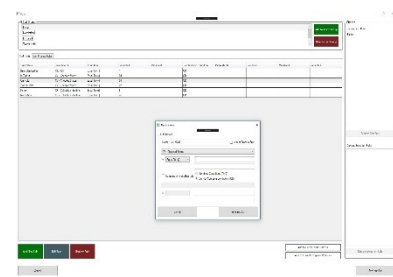
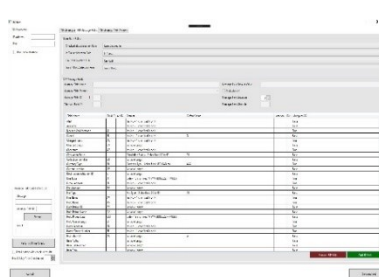
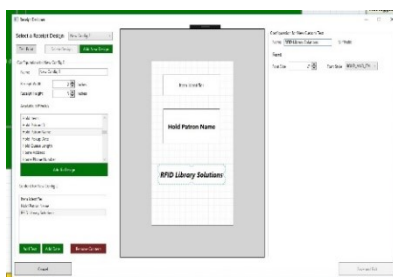
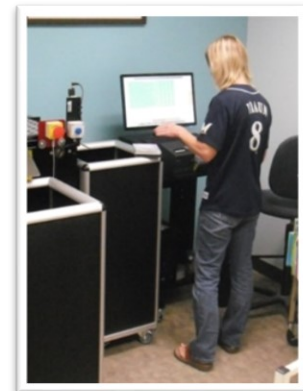
**1.6 Power/Control Connection to Hardware: Day 5**

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



**1.7 Staff Station and AMH Software Configuration: Day 6**

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



## 1.8 Hardware Testing and Settings Adjustment: Day 6 & 7

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

## 1.9 Staff Training: Day 8, 9 & 10

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

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

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

## 7.0 TRAINING & DOCUMENTATION

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

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

### 1. General Information

- System Overview
- Safety
- General Maintenance

### 2. Getting Started

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

### 3. Using the System

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

### 4. Points of Contact & Help Desk

- Steps & Structure of Service Call

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

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

## 8.0 GUARANTEES & WARRANTIES

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

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

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

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

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

### TERMS & CONDITIONS

#### WHAT WE WILL DO:

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

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



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

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

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

#### WHAT IS NOT COVERED:

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

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

#### RENEWAL:

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

#### ENTIRE AGREEMENT:

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

### 9.0 AMH SERVICE AGREEMENT *(Sample)*

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

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

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

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

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

Emergency support will be available by calling our toll-free

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

**RFID Library Solutions**

Signature \_\_\_\_\_

Print Name Eric Kohorst

Date October 24th, 2024

**Anytown Public Library**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

## 10.0 RETURN BIN INDUCTION MODULE

### AUTOMATED MATERIAL HANDLING

#### RETURN BIN INDUCTION



#### CAPABILITIES

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

#### LOCATIONS WITH MODULE

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

#### POWER SPECIFICATIONS

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

#### MODULE DIMENSIONS

##### SAFETY CAGE

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

##### STANDARD RETURN BIN

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

##### CUSTOM RETURN BINS

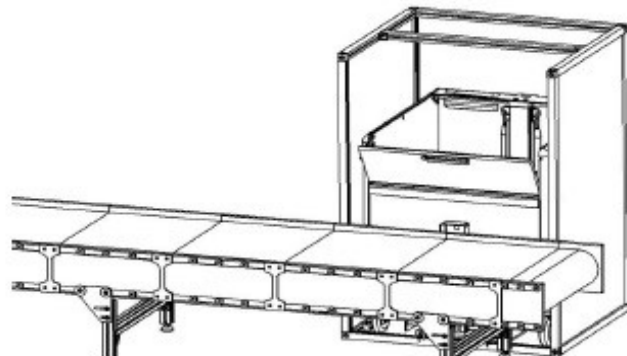
- Book return dimension required for manufacturing
- Photos helpful

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

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

#### MODULE Includes:

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



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



RFID Library Solutions

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



**FORM A: Signature & Non-Collusion Affidavit**

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

*This form must be returned with your response.*

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

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

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

RFID Library Solutions, Inc.

COMPANY NAME

Eric Kohorst

SIGNATURE

10-24-2024

DATE

ERIC KOHORST

PRINT NAME OF PERSON SIGNING

President

**FORM B: Receipt of Forms & Submittal Checklist**


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

*This form must be returned with your response.*

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

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

RFID Library Solutions, Inc.  
\_\_\_\_\_  
COMPANY NAME

  
\_\_\_\_\_  
SIGNATURE  
ERIC KOHORST - President

### FORM C: Vendor Profile

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

COMPANY INFORMATION

*This form must be returned with your response.*

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

ORDERS/BILLING CONTACT

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

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

**FORM D: Cost Proposal**

Form D: Cost Proposal

RFB: Purchase and Install of Mead Library AMH System

*This form must be returned with your response.*

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

System Manufacturer Name RFID Library Solutions, Inc.

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

\$ 192,225.00

192 Thousand 2 Hundred 25 Dollars and NO Cents

We Acknowledge Receipt of the following Addenda

#1 DATED \_\_\_\_\_ #2 DATED \_\_\_\_\_ #3 DATED \_\_\_\_\_

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

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

RFID Library Solutions, Inc

COMPANY NAME

SIGNATURE Eric Kohorst  
Eric Kohorst  
President

DATE 10-24-2024



**FORM E: References**

Form E: References

RFP: Mead Public Library AMH System

*This form must be returned with your response.*

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

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

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

**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) <b>per project</b>  | \$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) <b>“if”</b> the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. |             |
| 8. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.  |             |

**2. BUSINESS AUTOMOBILE COVERAGE**

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

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

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

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

- 8. **INSTALLATION FLOATER / CONTRACTOR’S EQUIPMENT** - The contractor is responsible for loss and coverage for these exposures. City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by

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

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

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

10. **BOND REQUIREMENTS**

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

**INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)**

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

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

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



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

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

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

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**DECEMBER 16, 2024.**

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

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

Purchase of cleaning equipment for the Police Department utilizing salary savings

INCREASE:

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

DECREASE:

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

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

INCREASE:

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

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

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

INCREASE:

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

DECREASE:

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

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

INCREASE:

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

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

INCREASE:

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

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

INCREASE:

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

DECREASE:

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

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

INCREASE:

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

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

INCREASE:

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

Training expenses for the Marina Manager

INCREASE:

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

DECREASE:

General Fund – Finance – Employee Development (Acct. No. 101150-536125)	\$2,500
--	---------

Reallocate budget for office supplies to advertising to cover costs associated with the Uptown Social monthly newsletter

INCREASE:

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

Senior Services Fund – Uptown Social – Office Supplies (Acct. No. 253530-540100)	\$24,000
---	----------

Increase budget for various contracts within TID 18 for lawn maintenance on city-owned sites, TID amendment process and geotechnical investigations

INCREASE:

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
R. C. 176-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**DECEMBER 16, 2024.**

Your Committee to whom was referred Direct Referral Res. No. 135-24-25 by Alderpersons Mitchell and Perrella authorizing the purchase of the property known as 2629 North 7th Street from Aurora Health Care Central, Inc; 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 135-24-25  
DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**DECEMBER 9, 2024.**

A RESOLUTION authorizing the purchase of the property known as 2629 North 7th Street from Aurora Health Care Central, Inc.

RESOLVED: That the Common Council hereby approves the terms and conditions of the attached Vacant Land Offer to Purchase between the City of Sheboygan and Aurora Health Care Central, Inc. thereby authorizing the purchase of the property.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan to purchase the property.

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

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ is dated November 1, 2024 [DATE] IS (AGENT OF BUYER)  
2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) ~~[STRIKE THOSE NOT APPLICABLE]~~

3 The Buyer, the City of Sheboygan  
4 offers to purchase the Property known as 2629 North 7th Street (as more specifically described in the attached Addendum)

5  
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach  
7 as an addendum per line 682] in the City of Sheboygan, County  
8 of Sheboygan Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is One Hundred Fifty Thousand  
10 Dollars (\$ 150,000.00 ).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date  
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: none.

13  
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included  
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at  
17 lines 12-13) and the following: none.

18  
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented  
20 and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be  
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage  
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not  
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations  
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in  
27 an addendum per line 682.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
29 on or before November 29, 2024

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term  
35 Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on the date set forth in the attached Addendum.

37  
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,  
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently  
41 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real  
42 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money  
43 transfer instructions.**

44 **EARNEST MONEY**  
45 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ 10,000 within five (5) business days will be mailed, or commercially, electronically  
48 or personally delivered within \_\_\_\_\_ days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as \_\_\_\_\_  
50 the Title Company described in the attached Addendum. ) ~~[STRIKE THOSE NOT APPLICABLE]~~

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an  
53 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special  
54 disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.



~~66 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the  
67 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository  
68 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall  
69 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according  
70 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been  
71 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the  
72 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
73 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)  
74 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain  
75 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the  
76 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.~~

~~67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties  
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest  
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party  
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified  
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order  
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of  
73 residential property with one to four dwelling units. Buyer and Seller should consider consulting attorneys regarding their  
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good  
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional  
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB-18.~~

~~77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in  
79 this Offer except: none.~~

~~80 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or Deadline,  
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date  
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.~~

~~83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any  
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from  
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who  
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02  
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to  
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report  
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by  
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if  
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is  
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding  
93 rescission rights.~~

~~94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in  
96 Seller's Vacant Land Disclosure Report dated \_\_\_\_\_, which was received by Buyer prior to Buyer  
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
98 and \_\_\_\_\_~~

~~99 \_\_\_\_\_  
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**~~

- ~~101 "Conditions Affecting the Property or Transaction" are defined to include:~~
- ~~102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.~~
  - ~~103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value  
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.~~
  - ~~105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other  
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum  
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup  
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.~~
  - ~~109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface  
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous  
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other  
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil  
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.~~
  - ~~114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.~~
  - ~~115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in~~



- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other  
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission  
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the  
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or  
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but  
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic  
system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or  
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel  
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may  
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;  
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department  
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use  
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;  
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special  
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special  
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division  
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit  
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,  
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan  
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that  
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the  
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning  
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation  
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated  
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization  
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or  
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-  
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements  
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment  
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop  
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or  
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint  
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but  
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,  
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of  
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an  
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting  
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or  
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other  
177 Defect or material condition.



178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.  
 179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).  
 180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a  
 181 lease agreement or an extension of credit from an electric cooperative.

182  **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance  
 183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,  
 184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation  
 185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,  
 186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with  
 187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This  
 188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice  
 189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or  
 190 payback obligation.

191 ~~CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such~~  
 192 ~~programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program~~  
 193 ~~such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not~~  
 194 ~~continued after sale. The Parties agree this provision survives closing.~~

195 ~~MANAGED FOREST LAND:~~ If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)  
 196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive  
 197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders  
 198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the  
 199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the  
 200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL  
 201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan  
 202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,  
 203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program  
 204 and may result in the assessment of penalties. For more information call the local DNR forester or visit  
 205 ~~<https://dnr.wisconsin.gov/topic/forestry>.~~

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that  
 207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural  
 208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.  
 209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's  
 210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such  
 212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the  
 213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or  
 214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.  
 216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant  
 217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as  
 218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.  
 219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service  
 220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with  
 222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000  
 223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards  
 224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that  
 225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must  
 226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.  
 227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland  
 228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares  
 230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**  
 232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,  
 234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely  
 235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning  
 236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses  
 237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,  
 238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental  
 239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the  
 240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain  
 241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).



242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these  
243 contingencies.

244 ~~PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or~~  
245 ~~documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on~~  
246 ~~lines 256-281 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("30" if left blank) after acceptance, delivers: (1)~~  
247 ~~written notice to Seller specifying these optional provisions checked below that cannot be satisfied and (2) written evidence~~  
248 ~~substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,~~  
249 ~~this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions~~  
250 ~~checked at lines 256-281.~~

251 ~~Proposed Use: Buyer is purchasing the Property for the purpose of: \_\_\_\_\_~~

252 \_\_\_\_\_  
253 \_\_\_\_\_ ~~[insert proposed use~~  
254 ~~and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to~~  
255 ~~purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].~~

256  ~~ZONING: Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines~~  
257 ~~251-255.~~

258  ~~SUBSOILS: Written evidence from a qualified soils expert that the Property is free of any subsoil condition that~~  
259 ~~would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such~~  
260 ~~development.~~

261  ~~PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY: Written evidence from a~~  
262 ~~certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must~~  
263 ~~be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of~~  
264 ~~the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of~~  
265 ~~the following POWTS that is approved by the State for use with the type of property identified at lines 251-255. CHECK~~  
266 ~~ALL THAT APPLY  conventional in-ground;  mound;  at-grade;  in-ground pressure distribution;  holding~~  
267 ~~tank;  other: \_\_\_\_\_~~

268  ~~EASEMENTS AND RESTRICTIONS: Copies of all public and private easements, covenants and restrictions~~  
269 ~~affecting the Property and a written determination by a qualified independent third party that none of these prohibit or~~  
270 ~~significantly delay or increase the costs of the proposed use or development identified at lines 251-255.~~

271  ~~APPROVALS/PERMITS: Permits, approvals and licenses, as appropriate, or the final discretionary action by the~~  
272 ~~granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items~~  
273 ~~related to Buyer's proposed use: \_\_\_\_\_~~

274 \_\_\_\_\_  
275  ~~UTILITIES: Written verification of the location of the following utility service connections (e.g., on the Property, at~~  
276 ~~the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE:~~

277  electricity \_\_\_\_\_ ;  gas \_\_\_\_\_ ;  sewer \_\_\_\_\_ ;  
278  water \_\_\_\_\_ ;  telephone \_\_\_\_\_ ;  cable \_\_\_\_\_ ;  
279  other \_\_\_\_\_

280  ~~ACCESS TO PROPERTY: Written verification that there is legal vehicular access to the Property from public~~  
281 ~~roads.~~

282  ~~LAND USE APPROVAL/PERMITS: This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither~~  
283 ~~stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY  rezoning;  conditional use permit;~~  
284  ~~variance;  other \_\_\_\_\_ for the Property for its proposed use described at lines 251-255.~~  
285 ~~Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within \_\_\_\_\_ days of~~  
286 ~~acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.~~

287  ~~MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller~~  
288 ~~providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by~~  
289 ~~a registered land surveyor, within \_\_\_\_\_ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE~~  
290 ~~("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_~~  
291 ~~acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the~~  
292 ~~Property, the location of improvements, if any, and: \_\_\_\_\_~~

293 \_\_\_\_\_  
294 ~~STRIKE AND COMPLETE AS APPLICABLE Additional map features that may~~  
295 ~~be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot~~  
296 ~~dimensions; total acreage or square footage; easements or rights-of-way.~~

297 ~~CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required~~  
298 ~~to obtain the map when setting the deadline.~~

299 ~~This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers~~  
300 ~~to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially~~  
301 ~~inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of~~  
302 ~~Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to~~



303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written  
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a  
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing  
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel  
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or  
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's  
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the  
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise  
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of  
314 the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any  
315 other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to  
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be  
319 reported to the Wisconsin Department of Natural Resources.

320  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date  
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an  
324 inspection of \_\_\_\_\_

325 \_\_\_\_\_ (list any Property component(s)  
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow up inspections recommended in a written report resulting from an authorized inspection, provided  
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent  
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),  
332 as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance, delivers  
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the  
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent  
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the  
340 value of the Property; that would significantly impair the health or safety of future occupants of the Property; or  
341 that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life  
342 of the premises.**

343  **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure the Defects.  
344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within \_\_\_\_\_ ("10" if left blank) days after Buyer's delivery of the Notice of Defects  
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355  **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
356 \_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$  
358 \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial

359 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer acknowledges that lender's  
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
362 to pay discount points in an amount not to exceed \_\_\_\_\_ % ("0" if left blank) of the loan. If Buyer is using multiple loan



363 sources of obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached  
364 per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
366 lender's appraiser access to the Property.

367 ■ ~~LOAN AMOUNT ADJUSTMENT~~: If the purchase price under this Offer is modified, any financed amount, unless otherwise  
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments  
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 ~~CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.~~

371  ~~FIXED RATE FINANCING~~: The annual rate of interest shall not exceed \_\_\_\_\_%.

372  ~~ADJUSTABLE RATE FINANCING~~: The initial interest rate shall not exceed \_\_\_\_\_%. The initial interest rate  
373 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% ("2" if  
374 left blank) at the first adjustment and by not more than \_\_\_\_\_% ("1" if left blank) at each subsequent adjustment.

375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_% ("6" if  
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ ~~SATISFACTION OF FINANCING COMMITMENT CONTINGENCY~~: If Buyer qualifies for the loan described in this Offer  
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment  
380 (even if subject to conditions) that is:

- 381 (1) signed by Buyer; or
- 382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy  
384 this contingency.

385 ~~CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to  
386 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment  
387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.~~

388 ■ ~~SELLER TERMINATION RIGHTS~~: If Buyer does not deliver a loan commitment on or before the Deadline on line 357,  
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of  
390 written loan commitment from Buyer.

391 ■ ~~FINANCING COMMITMENT UNAVAILABILITY~~: If a financing commitment is not available on the terms stated in this  
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall  
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of  
394 unavailability.

395  ~~SELLER FINANCING~~: Seller shall have 10 days after the earlier of:

- 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or
- 397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same  
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
402 worthiness for Seller financing.

403 ~~IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT~~ Within \_\_\_\_\_ days ("7" if left blank) after  
404 acceptance, Buyer shall deliver to Seller either:

- 405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at  
406 the time of verification, sufficient funds to close; or
- 407 (2) \_\_\_\_\_

408 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written  
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain  
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's  
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject  
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of  
414 access for an appraisal constitute a financing commitment contingency.

415  ~~APPRAISAL CONTINGENCY~~: This Offer is contingent upon Buyer or Buyer's lender having the Property appraised  
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than  
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days after acceptance, delivers to Seller a copy  
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting  
421 to the appraised value.

422 ■ ~~RIGHT TO CURE~~: Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase  
424 price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal



425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated  
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written  
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal  
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of  
436 Buyer's property located at \_\_\_\_\_

437 no later than \_\_\_\_\_ (the Deadline). If closing does not occur by the Deadline, this Offer shall  
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a  
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close  
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of  
441 bridge loan shall not extend the closing date for this Offer.

442  **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another  
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within \_\_\_\_\_ hours ("72" if  
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of \_\_\_\_\_ (name other contingencies, if any); and

447 (3) Any of the following checked below:

448  Proof of bridge loan financing.

449  Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide  
450 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

451 Other: \_\_\_\_\_

452 \_\_\_\_\_

453 \_\_\_\_\_  
454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon  
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer  
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other  
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to  
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days ("7"  
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this  
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may  
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time  
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is  
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners  
468 association assessments, fuel and none other \_\_\_\_\_

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

472  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE  
474 APPLIES IF NO BOX IS CHECKED.

475  Current assessment times current mill rate (current means as of the date of closing).

476  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478  See attached Addendum.

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**  
480 **substantially different than the amount used for proration especially in transactions involving new construction,**  
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**  
482 **assessor regarding possible tax changes.**

483  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5



485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
 487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

#### 488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** ~~Upon payment of the purchase price, Seller shall convey the Property by warranty deed~~  
 490 ~~(trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as~~  
 491 ~~provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements~~  
 492 ~~entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use~~  
 493 ~~restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land~~  
 494 ~~Disclosure Report and in this Offer, general taxes levied in the year of closing and See Addendum~~

495 \_\_\_\_\_  
 496 \_\_\_\_\_ (insert other allowable exceptions from title, if  
 497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute  
 498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**  
 500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**  
 501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of  
 503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall  
 504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's  
 505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
 507 ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
 508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance  
 509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or  
 510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-  
 511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney  
 513 or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the Property as of a date no more  
 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be  
 515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
 517 objections to title within 30 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
 518 such event, Seller shall have 10 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to  
 519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to  
 520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the  
 521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver  
 522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not  
 523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced  
 525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments  
 526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution  
 527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**  
 529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**  
 530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**  
 531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**  
 532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**  
 533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 ~~**LEASED PROPERTY**~~ If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
 535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
 536 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are \_\_\_\_\_

537 \_\_\_\_\_  
 538 \_\_\_\_\_ -Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

#### 539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document  
 541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice  
 542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under  
 544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive



545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by  
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the  
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner  
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of  
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by  
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific  
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would  
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would  
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (  ) are part of  
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square  
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas  
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land  
565 dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of  
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the  
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession  
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession  
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,  
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this  
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier  
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for  
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an  
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer  
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of  
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than  
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of  
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such  
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit  
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed  
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring  
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by  
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no  
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and  
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
591 this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of  
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging  
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and  
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting  
596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

- 598 (1) ~~sue for specific performance and request the earnest money as partial payment of the purchase price; or~~
- 599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual  
600 damages.

601 If Seller defaults, Buyer may: SEE ADDENDUM

- 602 (1) ~~sue for specific performance; or~~
- 603 (2) ~~terminate the Offer and request the return of the earnest money, sue for actual damages, or both.~~



604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability  
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party  
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.  
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the  
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**  
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**  
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**  
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**  
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller  
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds  
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>  
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)  
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the  
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding  
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign  
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the  
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**  
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**  
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers  
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this  
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the  
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding  
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,  
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC  
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall  
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
649 FIRPTA.

650  **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of  
651 \_\_\_\_\_ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage  
652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any  
653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party  
654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES** SEE ATTACHED ADDENDUM AND ALL EXHIBITS THERETO.

656 \_\_\_\_\_  
657 \_\_\_\_\_  
658 \_\_\_\_\_  
659 \_\_\_\_\_  
660 \_\_\_\_\_

661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
663 664-679.



664 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: Mike Keane, Boerke

667 Name of Buyer's recipient for delivery, if any: \_\_\_\_\_

668  (2) **Fax**: fax transmission of the document or written notice to the following number:

669 Seller: (\_\_\_\_\_) \_\_\_\_\_ Buyer: (\_\_\_\_\_) \_\_\_\_\_

670  (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial  
671 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at  
672 line 675 or 676.

673  (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the  
674 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

675 Address for Seller: \_\_\_\_\_

676 Address for Buyer: \_\_\_\_\_

677  (5) **Email**: electronically transmitting the document or written notice to the email address.

678 Email Address for Seller: mkeane@boerke.com; cc: noelle.granitz@quarles.com

679 Email Address for Buyer: \_\_\_\_\_

680 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
681 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

682  **ADDENDA**: The attached Addendum \_\_\_\_\_ is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] Quarles & Brady LLP

**WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

**Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.**

696 (x) \_\_\_\_\_  
697 Buyer's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲ \_\_\_\_\_

698 (x) \_\_\_\_\_  
699 Buyer's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲ \_\_\_\_\_

700 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**  
701 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**  
702 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**  
703 **COPY OF THIS OFFER.** AURORA HEALTH CARE CENTRAL, INC.

704 (x) \_\_\_\_\_  
705 Seller's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲ \_\_\_\_\_

706 (x) \_\_\_\_\_  
707 Seller's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲ \_\_\_\_\_

708 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

709 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

710 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
711 Seller Initials ▲ Date ▲ \_\_\_\_\_ Seller Initials ▲ Date ▲ \_\_\_\_\_

## ADDENDUM TO VACANT LAND OFFER

**This Addendum to Vacant Land Offer to Purchase** (the “**Addendum**”) is attached to and incorporated by reference into the WB-13 Vacant Land Offer to Purchase dated September 21, 2023 (the “**Offer**”) submitted by the City of Sheboygan (“**Buyer**”) whereby Buyer offered to purchase from Aurora Health Care Central, Inc. (“**Seller**”) the Property (as hereinafter defined). For purposes of this Addendum, the Offer to Purchase by Buyer and this Addendum together shall be known as “the Offer” or “this Offer”

Except as specifically modified by the terms of this Addendum, the terms of the Offer shall remain in full force and effect. Any capitalized term not specifically defined in this Addendum shall have the definition given to it in the Offer. If any provision in this Addendum conflicts with or contradicts any provision in the Offer, then the provision in this Addendum shall control the interpretation of the Offer together as a single instrument.

1. **The Property.** Buyer acknowledges and agrees that the Property is approximately illustrated on the attached Exhibit A-1 and is known as tax parcel no. 59281007701 less and except that real property legally described on the attached Exhibit A-2 which Seller conveyed to an adjacent real property owner pursuant to a lot line adjustment prior to the date hereof.

2. **Earnest Money.** All earnest money shall be held in a strict joint order escrow account at Knight Barry Title Group, Milwaukee, Wisconsin (the “**Title Company**”) pursuant to the Title Company’s standard form of earnest money escrow agreement, which the parties shall promptly execute after submission of the earnest money.

3. **Document Review.** Seller shall deliver to Buyer any material documents in Seller’s actual possession relating to the Property within ten (10) days after the Effective Date. All documents delivered to Buyer shall be kept confidential, shall not be disclosed to any third parties either directly or indirectly, and may only be circulated by Buyer to its attorneys and accountants on a need-to-know basis.

4. **Inspection Period.**

(a) Buyer shall have from the Effective Date to the expiration of the Inspection Period (as hereinafter defined) to review documents, conduct physical inspections of the Property subject to the terms of the Offer, and to obtain all financing, governmental, and other approvals and permits deemed necessary by Buyer to allow the Buyer to use the Property for Buyer’s intended use (“Buyer’s Due Diligence Activities”), all at Buyer’s sole cost. Seller agrees that, subject to the terms of this Addendum, Buyer and Buyer’s contractors, assigns, and permittees shall have reasonable access to the Property upon prior notice to Seller (and with a representative of Seller present if Seller should so desire) to go upon the Property for the purpose of completing its Buyer’s Due Diligence Activities. Buyer or Buyer’s contractors shall maintain liability insurance for all such activities on the Property. At the conclusion of Buyer’s Due Diligence Activities, Buyer shall immediately, and at its own expense, repair and restore any and all damage to the Property caused by Buyer or Buyer’s agents in connection the Buyer’s Due Diligence Activities, or at Seller’s election, reimburse Seller on demand for the cost thereof. Buyer shall indemnify and hold Seller harmless from and against any and all claims or liability arising from Buyer’s Due Diligence Activities. This indemnity shall survive the Closing or the termination of the Offer. Buyer shall also provide Seller with general commercial liability insurance certificates reasonably satisfactory to Seller prior to entering the Property.

(b) If Buyer, in its sole and absolute discretion, decides not to purchase the Property, for any reason or no reason, including without limitation Buyer’s dissatisfaction with the results of the Buyer’s Due Diligence Activities or Buyer’s failure to procure financing, then Buyer shall have the right to terminate the Offer by delivering notice to Seller on or before 11:59 p.m. Central Time on the date that is forty-five (45) days after the Effective Date (the “**Inspection Period**”). In the event that Buyer does not timely deliver notice to terminate prior to the expiration of the Inspection Period, this contingency shall be deemed satisfied and the Earnest Money shall become nonrefundable to Buyer (except in the event of a Seller default) and applied as a credit to the Purchase Price at Closing. If Buyer



terminates this Offer in accordance with the foregoing prior to the expiration of the Inspection Period, neither party shall have any further obligation under this Offer (except as otherwise provided herein).

(c) Notwithstanding anything to the contrary in the Offer, Buyer shall not have the right to conduct a Phase II assessment of the Property without Seller's prior written consent, which consent may be withheld in Seller's sole discretion. In the event Seller provides consent for Buyer to conduct a Phase II assessment, Buyer shall not share the results of such Phase II assessment with Seller and shall keep the same in strict confidence.

5. **Common Council Approval.** Buyer's obligations in this Offer shall be contingent upon receipt of City of Sheboygan Common Council approval for the transaction contemplated by this Offer no later than the expiration of the Inspection Period. In the event this condition has not been satisfied by the expiration of the Inspection Period, Buyer may deliver written notice terminating this Offer to Seller. In the event that Buyer does not timely deliver notice to terminate prior to the expiration of the Inspection Period, this contingency shall be deemed satisfied and the Earnest Money shall become nonrefundable to Buyer (except in the event of a Seller default) and applied as a credit to the Purchase Price at Closing. If Buyer terminates this Offer in accordance with the foregoing prior to the expiration of the Inspection Period, neither party shall have any further obligation under this Offer (except as otherwise provided herein).

6. **Objection to Title.** No later than the expiration of the Inspection Period, Buyer may object in writing to any matter identified on the Title Commitment. Seller shall have five (5) business days after receiving such objection notice to agree or disagree to correct the condition of title or matter of survey at Closing to the reasonable satisfaction of Purchaser. In the event that Seller does not provide a written agreement to correct any item in the Title Commitment to which Buyer objected, then Seller shall be deemed to have elected not to correct such item(s). If the condition of title is not acceptable to Buyer and Seller does not agree to correct it or cause the Title Company to commit to correct it by Closing within such five (5) business day period as required herein, then Buyer may, at its election, either (a) terminate the Offer by written notice to Seller given within two (2) business days following the expiration of the foregoing five (5) business day, following which Buyer and Seller shall have no further obligation or responsibility hereunder and the Earnest Money shall be returned to Buyer, or (b) proceed to close the transaction and receive such title as Seller is able and willing to convey. If Buyer does not timely elect item (a) in the foregoing sentence, Buyer shall be deemed to have elected item (b).

7. **Buyer Accepts Property "As Is".** Buyer acknowledges the following for Buyer and Buyer's successors and assignees: (i) that Buyer has been and will be given a reasonable opportunity to inspect and investigate the Property, all improvements thereon, and all aspects relating thereto, either independently or through agents and experts of Buyer's choosing; and (ii) that Buyer is acquiring the Property based on Buyer's own investigation and inspection thereof. Seller and Buyer thus agree (i) that the Property shall be sold—and that Buyer shall accept possession of the Property on the agreed closing date "AS-IS, WHERE-IS", with no right of set-off or reduction in the purchase price, and (ii) that such sale shall be without representation or warranty of any kind, express or implied, as to the Property's condition, utility, operation, merchantability, fitness, or compliance with governing laws and regulations, excepting only the limited warranty of title expressly set forth in the Seller's deed of transfer. Accordingly, Buyer acknowledges that (except for the limited warranty of title expressly set forth in Seller's deed of transfer), Buyer is relying solely upon its inspection, examination, and consideration of the Property and not on any representation or warranty from any other person whatsoever, including (without limitation) Seller's brokers, Seller's contractors, Seller's engineers, Seller's property managers, Seller's employees, Seller's attorneys, similar individuals or entities, any other agent engaged by Seller related to or involving the Property, or any other representative of Seller who discussed the Property with or provided information to Buyer or Buyer's representatives. Buyer hereby waives every claim, liability, cost, cause of action, or damage arising out of or in any manner related to the condition, uses, utility, operation, merchantability, fitness, or compliance with governing laws and regulations of the Property.

8. **Conveyance of Title.** Upon payment of the Purchase Price, Seller shall convey the Property by special warranty deed free and clear of all liens and encumbrances except: municipal and zoning ordinances and agreements



entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing, any items on the Title Commitment to which Buyer does not object and those to which Buyer objects but which Seller elects not to cure, and the Deed Covenant (as hereinafter defined) (that constitutes merchantable title for purposes of this transaction).

9. **Deed Covenant.** The special warranty deed shall contain a covenant requiring that the Property be redeveloped in a manner consistent with the surrounding neighborhood, a neighborhood residential district zoned NR-6, and orientated to a small lot single family residential development (the “**Deed Covenant**”).

10. **Closing.** The Closing shall occur on the date that is ten (10) days after the expiration or early waiver by Buyer of the Inspection Period or on such earlier date as the parties may elect (the “**Closing**”).

11. **Taxes.** At Closing, real estate taxes shall be prorated based on the net general real estate taxes for the preceding year, with respect to the land value only and expressly excluding any improvements, or the current year, if available.

12. **Closing Costs.** At Closing, Buyer shall pay: (i) the costs for recording the deed, (ii) the cost of any lender title insurance policy, and any owner’s title policy endorsements (other than a gap endorsement), (iii) one-half (1/2) of all escrow or closing agent charges, including the closing fee charged by the Title Company, if any, and (iv) all costs of Buyer’s due diligence. At Closing, Seller shall pay: (A) the owner’s title insurance policy premium, including the gap endorsement but excluding any extended coverage endorsements, (B) a commission to Boerke pursuant to a separate agreement between Seller and Boerke; (C) one-half (1/2) of all escrow or closing agent charges charged by the Title Company including the closing fee charged by the Title Company, and (D) state and county transfer taxes in connection with the sale of the Property. Each party shall pay its own attorneys’ fees.

13. **Termination of Redevelopment Agreement.** At Closing, Buyer and Seller shall enter into a termination of that certain Redevelopment Agreement between Aurora Health Care, Inc. and the City of Sheboygan dated April 30, 2019 with respect to the Property (the “Redevelopment Agreement”), which termination shall include a full release of the obligations of Aurora (as that term is defined in the Redevelopment Agreement) related thereto. Seller shall

14. **Default.** If Seller defaults, Buyer may terminate the Offer, receive the return of the Earnest Money, and Seller shall pay to Buyer an amount equal to the out of pocket costs incurred by Buyer as a result of Seller’s breach; provided, however, in no event shall Seller’s liability for the foregoing exceed Ten Thousand Dollars (\$10,000.00). Buyer waives any and all claims for consequential damages arising out of Seller’s breach.

15. **Assignment.** Buyer shall not assign its interest in the Offer without Seller’s prior written consent, which shall not be unreasonably withheld.

16. **Brokers.** Each party represents and warrants to the other that it has dealt with no broker, finder or other person with respect to this Offer except for The Boerke Company (“Seller’s Broker”). Buyer and Seller each hereby agrees to indemnify and hold the other harmless from and against any and all claims for brokerage or finder’s fees or other similar commissions or compensation made by any and all brokers or finders claiming to have dealt with the indemnifying party in connection with this Offer or the consummation of the transaction contemplated hereby. At Closing, Seller shall pay all brokerage commissions payable to Seller’s Broker.

17. **Electronic Signatures.** Signatures made electronically using DocuSign or any other electronic signature software shall be considered original signatures.

18. **Sufficient Consideration; Enforceability of Contract.** Seller and Buyer hereby acknowledge and agree that they intend this Offer to be a binding and enforceable agreement, subject to the terms and conditions set

forth herein, and each party hereby waives any right to hereafter challenge the enforceability of this Offer on the basis that the contingencies set forth in this Offer are in the sole discretion of Buyer. If either party challenges the enforceability of this Offer in a manner that is inconsistent with the foregoing waiver, such party shall pay the other party's costs and expenses (including reasonable attorneys' fees) in enforcing the Offer. Buyer agrees to use good faith efforts to inspect the Property and determine whether the purchase contemplated herein may satisfy all the contingencies set forth herein. The parties hereto acknowledge that Buyer will expend material sums of money in reliance on Seller's obligations under the Offer in connection with negotiating and executing the Offer, conducting the inspections contemplated by this Offer and preparing for Closing, and that Buyer would not have entered into this Offer without the right to perform its due diligence. In consideration of the foregoing, the provision of a \$100 nonrefundable deposit (the "Independent Consideration") and Buyer's offer to provide copies of reports Buyer has had performed, the parties agree that adequate consideration exists so that Buyer's rights to terminate the Offer do not render the Offer illusory. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Offer and shall be retained by Seller notwithstanding: (a) the exercise of Buyer's rights to terminate the Offer, and/or (b) any other provision of this Offer. The Independent Consideration shall be applied to the Purchase Price if this transaction closes. The Independent Consideration shall be paid by Buyer to Seller from the Earnest Money if the Offer is terminated and Buyer is entitled to receive the Earnest Money after such termination.

19. **Dates.** If any date set forth in the Offer for the delivery of any document or the happening of any event (such as, for example, the expiration of the Inspection Period or the Closing) should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday. The Effective Date of this Offer or 'date of binding acceptance' shall be the date that the last party to execute the Offer signs the Offer such that the same becomes a fully executed agreement.

20. **Effective Date.** The Effective Date of this Offer shall be the date that the last party to execute the Offer signs the Offer such that the same becomes a fully executed agreement.



EXHIBIT A-1  
ILLUSTRATION OF THE PROPERTY





**EXHIBIT A-2**  
**EXCLUDED PROPERTY**

THE SOUTH 15' FEET OF LOT 30, BLOCK 1, ASSESSMENT SUBDIVISION NO. 14, LOCATED IN THE SE 1/4 OF THE NW 1/4, SECTION 14, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN; AND FURTHER DESCRIBED AS FOLLOWS:  
WITH POINT OF BEGINNING COMMENCING AT THE NW CORNER OF LOT 29, BLOCK 1, ALL IN ASSESSMENT SUBDIVISION NO 14; SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF NORTH 7TH STREET. THENCE THE FOLLOWING BEARINGS AND DISTANCES; N0°00'00"E 15.00' TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH 7TH ST; N90°00'00"E 195.46' TO A POINT ON THE EAST PROPERTY LINE OF LOT 30 IN SAID SUBDIVISION; S0°08'36"E 15.00' TO THE NE CORNER OF LOT 29; N90°00'00"W 195.50' TO THE NW CORNER OF LOT 29 AND POINT OF BEGINNING.

**CITY OF SHEBOYGAN  
R. C. 183-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**DECEMBER 16, 2024.**

Your Committee to whom was referred Res. No. 129-24-25 by Alderpersons Mitchell and Perrella authorizing an amendment to the 2024 budget for the future purchase of hardware and software by the IT Department for cybersecurity upgrades; 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 129-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**DECEMBER 2, 2024.**

A RESOLUTION authorizing an amendment to the 2024 budget for the future purchase of hardware and software by the IT Department for cybersecurity upgrades.

WHEREAS, the City of Sheboygan IT Department has determined there are significant upgrades required to the network to become secure and reduce risk in the future; and

WHEREAS, IT staff is currently analyzing and costing the required hardware and software that is needed to perform the upgrades; and

WHEREAS, Shoreline Transit is eligible for federal funding through the CARES Act, which will cover operating deficits in 2024; and

WHEREAS, in 2024, the City of Sheboygan budgeted \$470,000 in tax levy to support Shoreline Transit’s operations; and

WHEREAS, a transfer of the available tax levy of \$401,286.50 to one-time IT capital projects will allow the City to maximize the amount of CARES Act grant dollars utilized; and

WHEREAS, the 2024 Capital Plan included \$60,000 of tax levy for a Riverfront Parking Master Plan that has been put on hold; and

WHEREAS, City management believes it is in the City’s best interest to utilize the available tax funds to implement the immediate cybersecurity upgrade needs to protect the City.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director be authorized to take the steps necessary to transfer \$401,286.50 from the Transit Fund to the IT Fund via the following 2024 budget amendment:

<u>INCREASE:</u>	
IT Fund – IT – IT Equipment (Acct. No. 713170-652200)	\$401,286.50
IT Fund – Property Tax Levy (Acct. No. 713-411100)	\$401,286.50
Transit Fund – Transit System – FEMA Grant (Acct. No. 651-433310)	\$401,286.50
<u>DECREASE:</u>	
Transit Fund – Transit System – Property Tax Levy (Acct. No. 651-411100)	\$401,286.50

BE IT FURTHER RESOLVED: That the Finance Director is authorized to reallocate the funds from the Riverfront Parking Master Plan in the 2024 Capital Plan for the purchase of hardware and software for cybersecurity upgrades via the following budget amendment:

INCREASE:

IT Fund – IT – IT Equipment (Acct. No. 713170-652200)	\$60,000
IT Fund – Property Tax Levy (Acct. No. 713-411100)	\$60,000

DECREASE:

Capital Fund – Public Works – Improvements Other Than Buildings (Acct. No. 400300-641100)	\$60,000
Capital Fund – Property Tax Levy (Acct. No. 400-411100)	\$60,000

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN  
R. C. 184-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**DECEMBER 16, 2024.**

Your Committee to whom was referred Res. No. 130-24-25 by Alderpersons Mitchell and Perrella adopting the revised City of Sheboygan compensation program for non-represented employees; 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 130-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**DECEMBER 2, 2024.**

A RESOLUTION adopting the revised City of Sheboygan compensation program for non-represented employees.

WHEREAS, the City of Sheboygan Financial Policies Handbook, adopted October 21, 2024, tied the non-represented employee salary cost-of living adjustment to the annual cost-of-living adjustment provided to Social Security recipients; and

WHEREAS, the 2025 budget, adopted by Common Council on November 4, 2024, matched the increase to non-represented wages to the estimated Social Security increase of 2.66%.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby adopts the revised City of Sheboygan compensation program for non-represented employees, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

GRADE	JOB TITLE	DEPARTMENT	DIVISION	Control Point																
				90.00% Min	92.50% Step 2	95.00% Step 3	97.50% Step 4	100.00% C/P	101.25% Step 6	102.50% Step 7	103.75% Step 8	105.00% Step 9	106.25% Step 10	107.50% Step 11	108.75% Step 12	110.00% Step 13	111.25% Step 14	112.50% Step 15	113.75% Step 16	115.00% Max.
24	City Administrator	CITY ADMINISTRATOR		\$152,859.20	\$157,102.40	\$161,345.60	\$165,588.80	\$169,832.00	\$171,953.60	\$174,075.20	\$176,196.80	\$178,318.40	\$180,440.00	\$182,561.60	\$184,683.20	\$186,825.60	\$188,947.20	\$191,068.80	\$193,190.40	\$195,312.00
23				\$142,147.20	\$146,099.20	\$150,030.40	\$153,982.40	\$157,934.40	\$159,910.40	\$161,886.40	\$163,862.40	\$165,838.40	\$167,814.40	\$169,769.60	\$171,745.60	\$173,721.60	\$175,697.60	\$177,673.60	\$179,649.60	\$181,625.60
22	Fire Chief	FIRE DEPARTMENT		\$132,163.20	\$135,844.80	\$139,505.60	\$143,187.20	\$146,848.00	\$148,678.40	\$150,529.60	\$152,360.00	\$154,190.40	\$156,020.80	\$157,872.00	\$159,702.40	\$161,532.80	\$163,363.20	\$165,214.40	\$167,044.80	\$168,875.20
	Chief of Police	POLICE DEPARTMENT		\$63.54	\$65.31	\$67.07	\$68.84	\$70.60	\$71.48	\$72.37	\$73.25	\$74.13	\$75.01	\$75.90	\$76.78	\$77.66	\$78.54	\$79.43	\$80.31	\$81.19
21	Director of Public Works	DPW	MSB ADMIN	\$122,907.20	\$126,339.20	\$129,750.40	\$133,161.60	\$136,572.80	\$138,278.40	\$139,984.00	\$141,689.60	\$143,395.20	\$145,100.80	\$146,806.40	\$148,532.80	\$150,238.40	\$151,944.00	\$153,649.60	\$155,355.20	\$157,060.80
	Finance Director/Treasurer	FINANCE		\$59.09	\$60.74	\$62.38	\$64.02	\$65.66	\$66.48	\$67.30	\$68.12	\$68.94	\$69.76	\$70.58	\$71.41	\$72.23	\$73.05	\$73.87	\$74.69	\$75.51
	Director of Human Resources & Labor Relations	HUMAN RESOURCES																		
	Information Technology Director	INFORMATION TECHNOLOGY																		
	Library Director	MEAD LIBRARY																		
	Planning & Development Director	PLANNING AND DEVELOPMENT																		
20	City Engineer	ENGINEERING		\$114,337.60	\$117,520.00	\$120,702.40	\$123,864.00	\$127,046.40	\$128,627.20	\$130,228.80	\$131,809.60	\$133,390.40	\$134,992.00	\$136,572.80	\$138,153.60	\$139,755.20	\$141,336.00	\$142,937.60	\$144,518.40	\$146,099.20
	Assistant Fire Chief	FIRE DEPARTMENT		\$54.97	\$56.50	\$58.03	\$59.55	\$61.08	\$61.84	\$62.61	\$63.37	\$64.13	\$64.90	\$65.66	\$66.42	\$67.19	\$67.95	\$68.72	\$69.48	\$70.24
	Assistant Chief of Police	POLICE DEPARTMENT																		
19	Director of Parking & Transit	TRANSIT		\$106,350.40	\$109,304.00	\$112,257.60	\$115,211.20	\$118,164.80	\$119,641.60	\$121,118.40	\$122,595.20	\$124,072.00	\$125,548.80	\$127,025.60	\$128,502.40	\$129,979.20	\$131,456.00	\$132,932.80	\$134,409.60	\$135,886.40
	Division Chief: Prevention/Inspections	FIRE DEPARTMENT		\$51.13	\$52.55	\$53.97	\$55.39	\$56.81	\$57.52	\$58.23	\$58.94	\$59.65	\$60.36	\$61.07	\$61.78	\$62.49	\$63.20	\$63.91	\$64.62	\$65.33
	Captain of Police	POLICE DEPARTMENT																		
18	Deputy City Attorney	CITY ATTORNEY		\$98,904.00	\$101,649.60	\$104,395.20	\$107,140.80	\$109,886.40	\$111,259.20	\$112,632.00	\$114,004.80	\$115,377.60	\$116,750.40	\$118,123.20	\$119,496.00	\$120,868.80	\$122,241.60	\$123,614.40	\$124,987.20	\$126,360.00
	Facilities Superintendent	DPW	FACILITIES & TRAFFIC	\$47.55	\$48.87	\$50.19	\$51.51	\$52.83	\$53.49	\$54.15	\$54.81	\$55.47	\$56.13	\$56.79	\$57.45	\$58.11	\$58.77	\$59.43	\$60.09	\$60.75
	Parks/Forestry Superintendent	DPW	PARK DEPARTMENT																	
	Streets & Sanitation Superintendent	DPW	STREETS & SANITATION																	
	Battalion Chief	FIRE DEPARTMENT																		
	Wastewater Treatment Plant Superintendent	WASTEWATER																		
17				\$91,915.20	\$94,473.60	\$97,032.00	\$99,569.60	\$102,128.00	\$103,396.80	\$104,686.40	\$105,955.20	\$107,244.80	\$108,513.60	\$109,782.40	\$111,072.00	\$112,340.80	\$113,609.60	\$114,899.20	\$116,168.00	\$117,457.60
				\$44.19	\$45.42	\$46.65	\$47.87	\$49.10	\$49.71	\$50.33	\$50.94	\$51.56	\$52.17	\$52.78	\$53.40	\$54.01	\$54.62	\$55.24	\$55.85	\$56.47
16	Assistant City Attorney	CITY ATTORNEY		\$85,446.40	\$87,817.60	\$90,188.80	\$92,560.00	\$94,931.20	\$96,116.80	\$97,302.40	\$98,488.00	\$99,673.60	\$100,859.20	\$102,044.80	\$103,230.40	\$104,416.00	\$105,601.60	\$106,808.00	\$107,993.60	\$109,179.20
	Civil Engineer & Project Manager	ENGINEERING		\$41.08	\$42.22	\$43.36	\$44.50	\$45.64	\$46.21	\$46.78	\$47.35	\$47.92	\$48.49	\$49.06	\$49.63	\$50.20	\$50.77	\$51.35	\$51.92	\$52.49
	Environmental Engineer	ENGINEERING																		
	Deputy Finance Director	FINANCE																		
	Network Administrator	INFORMATION TECHNOLOGY																		
	Deputy Library Director	MEAD LIBRARY																		
	Support Services Manager	MEAD LIBRARY																		
15	Marina Manager	DPW	MARINA	\$79,456.00	\$81,660.80	\$83,865.60	\$86,070.40	\$88,275.20	\$89,377.60	\$90,480.00	\$91,582.40	\$92,684.80	\$93,787.20	\$94,889.60	\$95,992.00	\$97,094.40	\$98,196.80	\$99,320.00	\$100,422.40	\$101,524.80
	Equipment Services Supervisor	DPW	MOTOR VEHICLE	\$38.20	\$39.26	\$40.32	\$41.38	\$42.44	\$42.97	\$43.50	\$44.03	\$44.56	\$45.09	\$45.62	\$46.15	\$46.68	\$47.21	\$47.75	\$48.28	\$48.81
	Business Manager	DPW	MSB ADMIN																	
	City Forester	DPW	PARK DEPARTMENT																	
	Streets & Sanitation Supervisor	DPW	STREETS & SANITATION																	
	GIS Project Specialist	ENGINEERING																		
	Systems Analyst	INFORMATION TECHNOLOGY																		
	Finance Manager	MEAD LIBRARY																		
	Planning and Development Supervisor	PLANNING AND DEVELOPMENT																		
	Director of Senior Services	SENIOR SERVICES																		
	Pre-Treatment Supervisor	WASTEWATER																		
14	TV Program Director	CABLE TV - WSCS		\$73,860.80	\$75,899.20	\$77,958.40	\$79,996.80	\$82,056.00	\$83,075.20	\$84,115.20	\$85,134.40	\$86,153.60	\$87,193.60	\$88,212.80	\$89,232.00	\$90,272.00	\$91,291.20	\$92,310.40	\$93,329.60	\$94,369.60
	Assistant to the City Administrator	CITY ADMINISTRATOR		\$35.51	\$36.49	\$37.48	\$38.46	\$39.45	\$39.94	\$40.44	\$40.93	\$41.42	\$41.92	\$42.41	\$42.90	\$43.40	\$43.89	\$44.38	\$44.87	\$45.37
	Journeyman Electrician	DPW	FACILITIES & TRAFFIC																	
	City Surveyor	ENGINEERING																		
	Building Inspector	PLANNING AND DEVELOPMENT	BUILDING INSPECTION																	
	Electrical Inspector	PLANNING AND DEVELOPMENT	BUILDING INSPECTION																	
	Plumbing Inspector	PLANNING AND DEVELOPMENT	BUILDING INSPECTION																	
	Community Development Planner	PLANNING AND DEVELOPMENT																		
	Planning & Zoning Administrator	PLANNING AND DEVELOPMENT																		
	Office Manager	POLICE DEPARTMENT																		
	Crime Analyst	POLICE DEPARTMENT																		
	Operations Supervisor	TRANSIT																		
	Wastewater Electrician	WASTEWATER																		
	Wastewater Lead Operator	WASTEWATER																		
13	Financial Reporting Analyst	FINANCE		\$68,619.20	\$70,532.80	\$72,446.40	\$74,339.20	\$76,252.80	\$77,209.60	\$78,166.40	\$79,102.40	\$80,059.20	\$81,016.00	\$81,972.80	\$82,929.60	\$83,886.40	\$84,822.40	\$85,779.20	\$86,736.00	\$87,692.80
	Human Resources Generalist	HUMAN RESOURCES		\$32.99	\$33.91	\$34.83	\$35.74	\$36.66	\$37.12	\$37.58	\$38.03	\$38.49	\$38.95	\$39.41	\$39.87	\$40.33	\$40.78	\$41.24	\$41.70	\$42.16
	IT Specialist	MEAD LIBRARY																		
	Maintenance Working Foreman	WASTEWATER																		



<b>12</b>	Maintenance Technician	DPW	FACILITIES & TRAFFIC	\$63,752.00	\$65,540.80	\$67,308.80	\$69,076.80	\$70,844.80	\$71,739.20	\$72,612.80	\$73,507.20	\$74,380.80	\$75,275.20	\$76,148.80	\$77,043.20	\$77,937.60	\$78,811.20	\$79,705.60	\$80,579.20	\$81,473.60
	Master Mechanic	DPW	MOTOR VEHICLE	\$30.65	\$31.51	\$32.36	\$33.21	\$34.06	\$34.49	\$34.91	\$35.34	\$35.76	\$36.19	\$36.61	\$37.04	\$37.47	\$37.89	\$38.32	\$38.74	\$39.17
	Engineering Technician	ENGINEERING																		
	Grant Accountant/Internal Auditor	FINANCE																		
	Payroll Specialist	FINANCE																		
	Technical Support Analyst	INFORMATION TECHNOLOGY																		
	Librarian	MEAD LIBRARY																		
	Public Safety Specialist	MEAD LIBRARY																		
	Associate Planner	PLANNING AND DEVELOPMENT																		
	Lab Technician	WASTEWATER																		
	Control Systems Integrator	WASTEWATER																		
<b>11</b>	Paralegal	CITY ATTORNEY		\$59,259.20	\$60,923.20	\$62,566.40	\$64,209.60	\$65,852.80	\$66,684.80	\$67,496.00	\$68,328.00	\$69,139.20	\$69,971.20	\$70,782.40	\$71,614.40	\$72,446.40	\$73,257.60	\$74,089.60	\$74,900.80	\$75,732.80
	Foreman - Sign Shop	DPW	FACILITIES & TRAFFIC	\$28.49	\$29.29	\$30.08	\$30.87	\$31.66	\$32.06	\$32.45	\$32.85	\$33.24	\$33.64	\$34.03	\$34.43	\$34.83	\$35.22	\$35.62	\$36.01	\$36.41
	Marina Maintenance Manager	DPW	MARINA																	
	Mechanic	DPW	MOTOR VEHICLE																	
	Foreman - Parks	DPW	PARK DEPARTMENT																	
	Foreman - Streets & Sanitation	DPW	STREETS & SANITATION																	
	Accounts Payable Associate	FINANCE																		
	Accounts Receivable Associate	FINANCE																		
	Administrative Coordinator/Supervisor	FIRE DEPARTMENT																		
	Assistant to the Mayor/Communication Specialist	MAYOR																		
	Communications Specialist	MEAD LIBRARY																		
	Maintenance Supervisor	MEAD LIBRARY																		
	Fleet Mechanic	POLICE DEPARTMENT																		
	Victim Services Coordinator	POLICE DEPARTMENT																		
	Safety & Training Coordinator	TRANSIT																		
	Maintenance Mechanic	WASTEWATER																		
	Wastewater Operator	WASTEWATER																		
<b>10</b>	Deputy City Clerk	CITY CLERK		\$55,120.00	\$56,638.40	\$58,177.60	\$59,696.00	\$61,235.20	\$62,004.80	\$62,774.40	\$63,523.20	\$64,292.80	\$65,062.40	\$65,832.00	\$66,601.60	\$67,350.40	\$68,120.00	\$68,889.60	\$69,659.20	\$70,428.80
	Arborist	DPW	PARK DEPARTMENT	\$26.50	\$27.23	\$27.97	\$28.70	\$29.44	\$29.81	\$30.18	\$30.54	\$30.91	\$31.28	\$31.65	\$32.02	\$32.38	\$32.75	\$33.12	\$33.49	\$33.86
	Equipment Operator	DPW	PARK DEPARTMENT																	
	Heavy Equipment Operator	DPW	PARK DEPARTMENT																	
	Equipment Operator	DPW	STREETS & SANITATION																	
	Heavy Equipment Operator	DPW	STREETS & SANITATION																	
	Associate Librarian	MEAD LIBRARY																		
	Municipal Court Clerk	MUNICIPAL COURT																		
	Building Inspection Specialist	PLANNING AND DEVELOPMENT	BUILDING INSPECTION																	
	Program Compliance Specialist	PLANNING AND DEVELOPMENT																		
	Digital Evidence Manager	POLICE DEPARTMENT																		
	Property Officer	POLICE DEPARTMENT																		
<b>9</b>	Cemetery Worker	DPW	CEMETERY	\$51,251.20	\$52,686.40	\$54,100.80	\$55,536.00	\$56,950.40	\$57,657.60	\$58,364.80	\$59,092.80	\$59,800.00	\$60,507.20	\$61,214.40	\$61,942.40	\$62,649.60	\$63,356.80	\$64,064.00	\$64,771.20	\$65,499.20
	Maintenance Worker	DPW	FACILITIES & TRAFFIC	\$24.64	\$25.33	\$26.01	\$26.70	\$27.38	\$27.72	\$28.06	\$28.41	\$28.75	\$29.09	\$29.43	\$29.78	\$30.12	\$30.46	\$30.80	\$31.14	\$31.49
	Service Mechanic	DPW	MOTOR VEHICLE																	
	Administrative Coordinator	DPW	MSB ADMIN																	
	Maintenance Worker	DPW	PARK DEPARTMENT																	
	Equipment Operator	DPW	STREETS & SANITATION																	
	Maintenance Worker	DPW	STREETS & SANITATION																	
	Maintenance Foreman	PARKING UTILITY																		
	Program Assistant	PLANNING AND DEVELOPMENT																		
	Administrative Specialist	POLICE DEPARTMENT																		
	Engagement Coordinator	SENIOR SERVICES																		
	Program And Wellness Coordinator	SENIOR SERVICES																		
	ADA Transit Coordinator	TRANSIT																		
<b>8</b>	Council and License Clerk	CITY CLERK		\$47,652.80	\$48,984.00	\$50,315.20	\$51,625.60	\$52,956.80	\$53,622.40	\$54,288.00	\$54,932.80	\$55,598.40	\$56,264.00	\$56,929.60	\$57,595.20	\$58,260.80	\$58,905.60	\$59,571.20	\$60,236.80	\$60,902.40
	Elections Clerk	CITY CLERK		\$22.91	\$23.55	\$24.19	\$24.82	\$25.46	\$25.78	\$26.10	\$26.41	\$26.73	\$27.05	\$27.37	\$27.69	\$28.01	\$28.32	\$28.64	\$28.96	\$29.28
	Accounting Clerk	FINANCE																		
	Human Resources Administrative Assistant	HUMAN RESOURCES																		
	Administrative Assistant	MEAD LIBRARY																		
	Building Maintenance Worker	MEAD LIBRARY																		
	Building Inspection Licensing Clerk	PLANNING AND DEVELOPMENT	BUILDING INSPECTION																	
	Permit Clerk	PLANNING AND DEVELOPMENT	BUILDING INSPECTION																	
	Community Service Officer	POLICE DEPARTMENT																		
	Court Services Specialist	POLICE DEPARTMENT																		
	Transit Coordinator	TRANSIT																		
<b>7</b>	TV Production Technician	CABLE TV - WSCS		\$44,304.00	\$45,531.20	\$46,779.20	\$48,006.40	\$49,233.60	\$49,857.60	\$50,460.80	\$51,084.80	\$51,688.00	\$52,312.00	\$52,936.00	\$53,539.20	\$54,163.20	\$54,766.40	\$55,390.40	\$55,993.60	\$56,617.60
	Custodian II	DPW	FACILITIES & TRAFFIC	\$21.30	\$21.89	\$22.49	\$23.08	\$23.67	\$23.97	\$24.26	\$24.56	\$24.85	\$25.15	\$25.45	\$25.74	\$26.04	\$26.33	\$26.63	\$26.92	\$27.22
	Clerk II	DPW	MSB ADMIN																	
	Administrative Assistant PT	FIRE DEPARTMENT																		
	Cataloger	MEAD LIBRARY																		
	Library Assistant	MEAD LIBRARY																		
	Security Monitor	MEAD LIBRARY																		
	Municipal Court Assistant Clerk	MUNICIPAL COURT																		

7 Maintenance Worker Housing Specialist Records Specialist Clerk Café Coordinator	PARKING UTILITY PLANNING AND DEVELOPMENT POLICE DEPARTMENT SENIOR SERVICES	\$44,304.00	\$45,531.20	\$46,779.20	\$48,006.40	\$49,233.60	\$49,857.60	\$50,460.80	\$51,084.80	\$51,688.00	\$52,312.00	\$52,936.00	\$53,539.20	\$54,163.20	\$54,766.40	\$55,390.40	\$55,993.60	\$56,617.60
		\$21.30	\$21.89	\$22.49	\$23.08	\$23.67	\$23.97	\$24.26	\$24.56	\$24.85	\$25.15	\$25.45	\$25.74	\$26.04	\$26.33	\$26.63	\$26.92	\$27.22
6 Custodian I	DPW FACILITIES & TRAFFIC	\$41,163.20	\$42,307.20	\$43,451.20	\$44,595.20	\$45,739.20	\$46,300.80	\$46,883.20	\$47,444.80	\$48,027.20	\$48,588.80	\$49,171.20	\$49,732.80	\$50,315.20	\$50,876.80	\$51,459.20	\$52,020.80	\$52,603.20
		\$19.79	\$20.34	\$20.89	\$21.44	\$21.99	\$22.26	\$22.54	\$22.81	\$23.09	\$23.36	\$23.64	\$23.91	\$24.19	\$24.46	\$24.74	\$25.01	\$25.29
5 Janitorial Cleaner	MEAD LIBRARY	\$38,292.80	\$39,353.60	\$40,414.40	\$41,475.20	\$42,536.00	\$43,076.80	\$43,596.80	\$44,137.60	\$44,657.60	\$45,198.40	\$45,718.40	\$46,259.20	\$46,800.00	\$47,320.00	\$47,860.80	\$48,380.80	\$48,921.60
		\$18.41	\$18.92	\$19.43	\$19.94	\$20.45	\$20.71	\$20.96	\$21.22	\$21.47	\$21.73	\$21.98	\$22.24	\$22.50	\$22.75	\$23.01	\$23.26	\$23.52
4 Clerk	MEAD LIBRARY	\$35,588.80	\$36,566.40	\$37,564.80	\$38,542.40	\$39,540.80	\$40,040.00	\$40,539.20	\$41,017.60	\$41,516.80	\$42,016.00	\$42,515.20	\$42,993.60	\$43,492.80	\$43,992.00	\$44,491.20	\$44,969.60	\$45,468.80
		\$17.11	\$17.58	\$18.06	\$18.53	\$19.01	\$19.25	\$19.49	\$19.72	\$19.96	\$20.20	\$20.44	\$20.67	\$20.91	\$21.15	\$21.39	\$21.62	\$21.86

Seasonal Compensation Rates				
2025				
Position	Department	1st Year	2nd Year	3rd Year
Maintenance Worker - Cemetery (4 pos)	DPW	\$16.00	\$16.25	\$16.50
Maintenance Worker - Parks (13 pos)		\$16.00	\$16.25	\$16.50
Mowers (2-pos - busy streets), bathroom cleaner (1-pos)		\$17.00	\$17.25	\$17.50
Maintenance Worker Forestry (CDL Required) (1)		\$20.00	\$20.25	\$20.50
Maintenance Worker - Facilities (2 pos)	FACILITIES	\$16.00	\$16.25	\$16.50
Dock Hands (5 pos)		\$17.00	\$17.25	\$17.50
Bridgetenders (6 Pos)		\$16.00	\$16.25	\$16.50
Parking Utility Maintenance Worker (1 pos)	TRANSIT	\$15.00	\$15.25	\$15.50
Community Service Officer - In training	POLICE DEPARTMENT	\$16.00	\$16.25	\$16.50
Crossing Guard		\$15.00	\$15.25	\$15.50
Page	LIBRARY	\$15.00	\$15.25	\$15.50
Paid Interns and Limited Term Employees' (LTE's)	All Departments	\$16.00		
<i>*Compensation is dependent on Experience/Education/Necessity/work to be performed</i>				

New hires will receive first-year rates, while returning hires will be placed at the nearest subsequent year's rate, not exceeding the three-year rate.

**CITY OF SHEBOYGAN  
R. C. 186-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**DECEMBER 16, 2024.**

Your Committee to whom was referred Res. No. 132-24-25 by Alderpersons Mitchell and Perrella approving up to \$16,500,000 of Public Finance Authority Education Revenue Bonds (Sheboygan Christian School Project), Series 2025 for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended. 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 NO. 132-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**DECEMBER 2, 2024.**

A RESOLUTION approving up to \$16,500,000 of Public Finance Authority Education Revenue Bonds (Sheboygan Christian School Project), Series 2025 for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended.

WHEREAS, Sheboygan Christian School Association (the “Borrower”), a Wisconsin nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), has requested the Public Finance Authority (the “Authority”), a Wisconsin bond issuing commission created under Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended (the “Act”), to issue revenue bonds in a maximum stated principal amount of \$16,500,000 in one or more series or issuances (the “Bonds”) as part of a plan of finance, in order to, among others things: (a) finance and/or refinance the costs of acquiring, constructing, improving, expanding, furnishing and/or equipping educational facilities located at 929 Greenfield Avenue, Sheboygan, Wisconsin 53081 (the “School Facilities”); (b) fund any required reserves for the Bonds; (c) fund interest on the Bonds; and (d) pay all or a portion of the costs of issuing the Bonds (collectively, the “Project”), as described in the notice of public hearing (the “TEFRA Notice”) attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, the Borrower will be the owner and principal user of the School Facilities; and

WHEREAS, the Authority will lend the proceeds of the Bonds to the Borrower to finance the Project; and

WHEREAS, all or a majority of the Bonds are expected to be issued as tax-exempt qualified 501(c)(3) bonds; and

WHEREAS, pursuant to Section 147(f) of the Code and Section 66.0304(11)(a) of the Act, prior to their issuance, bonds issued by the Authority must be approved by the governing body or highest ranking executive or administrator of the political subdivision within whose boundaries a project is located, which with respect to the Project is the City of Sheboygan; and

WHEREAS, the Borrower has requested that this Common Council approve the financing of the Project and the issuance of the Bonds in a maximum stated principal amount not to exceed \$16,500,000 in order to satisfy the public approval requirement of Section 147(f) of the Code, the requirements of Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the “Joint Exercise Agreement”), and Section 66.0304(11)(a) of the Act; and

WHEREAS, on December 6, 2024, a notice of public hearing was published in the Sheboygan Press, setting forth a general, functional description of the Project and the type and use

of the facilities to be financed, the maximum principal amount of the Bonds, the initial owner, operator or manager of the facilities and the location of the facilities, among other things; and

WHEREAS, the names, address and testimony of the persons who were present and who offered comments on the proposed issuance of the Bonds or who responded in writing to the notice of public hearing are as follows: [None]; and

WHEREAS, the Mayor inquired elsewhere in and around the meeting room to determine whether there were any other persons who wished to speak at the public hearing and the Mayor determined that no other persons who wished to speak at the public hearing were found; and

WHEREAS, the purpose of the above-described public hearing and this resolution is to satisfy the requirements of Section 66.0304(11)(a) of the Act and the public approval requirement of Section 147(f) of the Code, in order to qualify the interest on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code.

NOW, THEREFORE, BE IT RESOLVED: For the sole purpose of qualifying the interest on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code, this Common Council hereby approves the plan of finance that includes the issuance of the Bonds, in one or more series or issuances, in a maximum stated principal amount not to exceed \$16,500,000, by the Authority for the purpose of providing funds to finance the Project, provided that in no event shall the City, the County of Sheboygan, the State of Wisconsin or any political subdivision thereof be liable for such Bonds, nor shall the Bonds constitute a debt of the City, the County of Sheboygan, the State of Wisconsin or any political subdivision thereof. It is the purpose and intent of this Common Council that this resolution constitutes approval of the issuance of the Bonds by the applicable elected representative of the City for the Project, which is the governmental unit having jurisdiction over the area in which the Project is located, in accordance with Section 147(f) of the Code, Section 4 of the Joint Exercise Agreement and Section 66.0304(11)(a) of the Act.

This resolution shall take effect immediately upon its passage.

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



**EXHIBIT A**  
**TEFRA NOTICE**

**NOTICE OF PUBLIC HEARING CONCERNING THE  
ISSUANCE OF PUBLIC FINANCE AUTHORITY  
EDUCATION REVENUE BONDS  
(SHEBOYGAN CHRISTIAN SCHOOL PROJECT), SERIES 2025**

NOTICE IS HEREBY GIVEN that on December 16, 2024, the City of Sheboygan (the “City”) will conduct a public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”) concerning the approval of the proposed issuance by the Public Finance Authority (the “Authority”) of its Education Revenue Bonds (Sheboygan Christian School Project), Series 2025 (the “Bonds”), to facilitate the financing of the Project (defined below), in an aggregate maximum stated principal amount not to exceed \$16,500,000. The Bonds may be issued in one or more series or issuances as part of a plan of finance. The hearing will commence at 6:00 p.m. Central Time, or as soon thereafter as the matter can be heard, and will be held at the Common Council Chambers at 828 Center Avenue, 3<sup>rd</sup> Floor, Sheboygan, Wisconsin 53081.

The Bonds are expected to be issued pursuant to Section 145 of the Code and Section 66.0304 of the Wisconsin Statutes, as amended, by the Authority and the proceeds from the sale of the Bonds will be loaned to Sheboygan Christian School Association, a Wisconsin nonprofit corporation (the “Borrower”), to, among other things: (a) finance and/or refinance the costs of acquiring, constructing, improving, expanding, furnishing and/or equipping educational facilities located at 929 Greenfield Avenue, Sheboygan, Wisconsin 53081 (the “School Facilities”); (b) fund any required reserves for the Bonds; (c) fund interest on the Bonds; and (d) pay all or a portion of the costs of issuing the Bonds (collectively, the “Project”).

The Borrower is an organization described in Section 501(c)(3) of the Code. The Borrower will be the owner and principal user of the School Facilities.

All or a majority of the Bonds are expected to be issued as tax-exempt qualified 501(c)(3) bonds and will be the special, limited obligations of the Authority payable solely from funds paid by the Borrower to the Authority and shall be secured by collateral furnished or caused to be furnished by the Borrower. The Bonds will not constitute an indebtedness or general obligation of the City of Sheboygan, Wisconsin; Sheboygan County, Wisconsin; the State of Wisconsin, or any county, municipal corporation or political subdivision thereof. The Bonds will not constitute a debt or liability of any member of the Authority, the City of Sheboygan, Wisconsin, the State of Wisconsin or any political subdivision or agency thereof. The Bonds will not be paid from taxes.

The public hearing is being held for the purpose of providing a reasonable opportunity for interested individuals to express their views, both orally and in writing, on the Project and the financing of the Project with the proceeds of Bonds. Oral comments will be limited to 10 minutes per speaker. A person wishing to speak at the hearing will be asked to provide his or her name, address and the person(s) or entity(ies) he or she represents, if any, prior to speaking. Written comments will be accepted by the Common Council of the City of Sheboygan, at 828 Center Avenue, Sheboygan, Wisconsin 53081, but such comments must be received by the close of the hearing. Any persons needing special accommodation under the Americans with Disabilities Act should call (888) 508-7188 not later than 24 hours prior to the time and date of the hearing.

Dated: December 6, 2024

**CITY OF SHEBOYGAN  
R. C. 187-24-25**

**BY PUBLIC WORKS COMMITTEE.**

**DECEMBER 16, 2024.**

Your Committee to whom was referred Direct Referral Res. No. 133-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract with Visu-Sewer for the sewer lining at various locations within the City; 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 133-24-25  
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**DECEMBER 10, 2024.**

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Visu-Sewer for the sewer lining at various locations within the City.

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2024 Sewer Lining (the “Project”); and

WHEREAS, the lowest bid of the \$481,779.50 received was from Visu-Sewer; and

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

NOW, THEREFORE, BE IT RESOLVED: That appropriate City officials are hereby authorized to enter into the attached agreement with Visu-Sewer for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following accounts, upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement:

Acct. No. 400300-641200 (Capital Project Fund – Street Improvements)	\$127,331.00
Acct. No. 630310-659200 (Wastewater – Equipment Replacement)	\$354,448.50

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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2497-24	Page:	1 of 7

AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and  
Visu-Sewer ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***2024 Sewer Lining – Various Locations.***

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.  
3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before June 1, 2025 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14<sup>th</sup> day following substantial completion.


4.03 *Milestones*

A. None.

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly

<b>PROJECT MAN</b>					
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adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.


- 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
  - 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
  - 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

**4.05 Special Damages**

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

**ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.
  - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

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## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
  - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### 6.04 *Interest*


- A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

## ARTICLE 7 – CONTRACT DOCUMENTS

### 7.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).




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- b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Addenda (not attached but incorporated by reference)
  - a. Number 1 dated 11/14/2024,
  - b. Number 2 dated 11/21/2024.
6. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid consisting of 2 pages.
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed,
  - b. Work Change Directives,
  - c. Change Orders,
  - d. Field Order,
  - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

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5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.


#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has

PROJECT MAN					
CITY OF SHEBOYGAN <b>PUBLIC WORKS</b>	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
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furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

*(Continued on next page)*

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2497-24	Page:	7 of 7

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:  
(Signatures authorized pursuant to Res. \_\_\_\_-24-25)

CONTRACTOR:

City of Sheboygan

Visu-Sewer

By:

By:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

Name, Title:

Ryan Sorenson, Mayor

Name, Title:

\_\_\_\_\_ (printed)

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

Attest:

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

By:

Address for giving notices:

\_\_\_\_\_  
(signature)

Name, Title:

Meredith DeBruin, City Clerk

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_

Address for giving notices:

City of Sheboygan - Engineering Division  
2026 New Jersey Avenue  
Sheboygan, WI 53081

Approved by:

\_\_\_\_\_  
(signature)

Name, Title:

Evan Grossen, Deputy Finance Director/Comptroller

Date:

\_\_\_\_\_

Approved as to form and Execution by:


\_\_\_\_\_  
(signature)

Name, Title:

Charles C. Adams, City Attorney

Date:

\_\_\_\_\_

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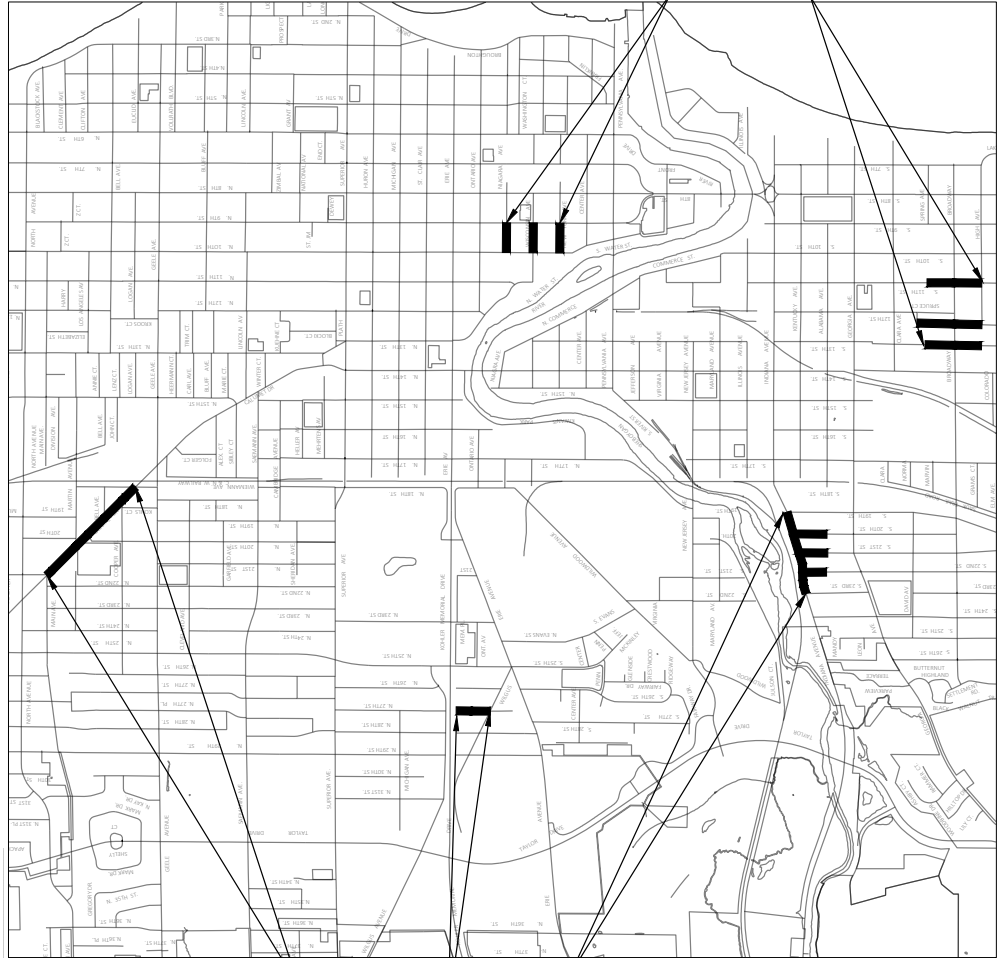
### 2024 Sewer Lining – Various Locations

SECTION	TITLE	Pages
<b>00 00 00</b>	<b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b>	
	<b>Introductory Information</b>	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	<b>Procurement Requirements</b>	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	2
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Proof of Responsibility and Non-Collusion Affidavit - Subcontractor	4
00 45 50	List of Subcontractors	1
	<b>Contracting Requirements</b>	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	13
	<b>GENERAL REQUIREMENTS</b>	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
<b>33 00 00</b>	<b>UTILITIES</b>	
33 01 31	Sewer Lining	5
33 01 32	Sewer Televising	7

BID NUMBER: 2497-24

# CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS

## 2024 SEWER LINING VARIOUS LOCATIONS NOVEMBER 2024



SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3-4	SL IND L-2	SEWER LINING - INDIANA AVENUE
5-6	SL BRO L-2	SEWER LINING - BROADWAY
7	SL NY-1	SEWER LINING - NEW YORK AVENUE
8	SL WIS-1	SEWER LINING - WISCONSIN AVENUE
9	SL NIA-1	SEWER LINING - NIAGARA AVENUE
10-11	SL CAL-1-2	SEWER LINING - CALUMET DRIVE
12	SL 27TH-1	SEWER LINING - N 27TH STREET
13	700 MQ-1	MISCELLANEOUS QUANTITIES

### 2024 SEWER LINING VARIOUS LOCATIONS

TITLE SHEET



City of Sheboygan  
Department of Public Works  
2025 New York Avenue  
Sheboygan, WI 53081

Designed By	TM
Drawn By	TM
Checked By	KEJ
Plot Date	10/22/2024
Plot No.	2497-24
Project Date	NOVEMBER 2024
Sheet No.	1
Drawing No.	

Item 36.

373

2024 Sewer Lining (#9397240)  
 Owner: Sheboygan WI, City of  
 Solicitor: Sheboygan WI, City of  
 12/03/2024 10:00 AM CST

							Visu-Sewer	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	
	1	1	Mobilization	LS	1	\$35,000.00	\$35,000.00	
	2	2	Sanitary Sewer Lining - 8-inch	LF	455	\$31.00	\$14,105.00	
	3	3	Sanitary Sewer Lining - 10-inch	LF	1290	\$43.00	\$55,470.00	
	4	4	Sanitary Sewer Lining - 12-inch	LF	835	\$71.00	\$59,285.00	
	5	5	Sanitary Sewer Lining - 15-inch	LF	735	\$81.50	\$59,902.50	
	6	6	Sanitary Sewer Lining - 18-inch	LF	410	\$105.00	\$43,050.00	
	7	7	Sanitary Sewer Lining - 24-inch	LF	654	\$134.00	\$87,636.00	
	8	8	Storm Sewer Lining - 8-inch	LF	435	\$31.00	\$13,485.00	
	9	9	Storm Sewer Lining - 10-inch	LF	1374	\$43.00	\$59,082.00	
	10	10	Storm Sewer Lining - 12-inch	LF	514	\$71.00	\$36,494.00	
	11	11	Storm Sewer Lining - 18-inch	LF	174	\$105.00	\$18,270.00	
<b>Base Bid Total:</b>							<b>\$481,779.50</b>	



**CITY OF SHEBOYGAN  
R. C. 191-24-25**

**BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.**

**DECEMBER 16, 2024.**

Your Committee to whom was referred Charter Ord. No. 1-24-25 (being subject to the home rule provisions of § 66.0101 of the Wisconsin Statutes) to authorize primary elections whenever three or more candidates file nomination papers for an elective city office; 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  
CHARTER ORDINANCE 1-24-25**

**BY ALDERPERSONS DEKKER AND RUST.**

**DECEMBER 2, 2024.**

AN ORDINANCE (being subject to the home rule provisions of § 66.0101 of the Wisconsin Statutes) to authorize primary elections whenever three or more candidates file nomination papers for an elective city office.

WHEREAS, the City of Sheboygan has traditionally held primary elections whenever three or more candidates file nomination papers for an elective city office; and

WHEREAS, Wis. Stat. § 8.11(1)(b) permits the common council may avoid the need to annually determine to hold a primary by enacting a charter ordinance providing for a primary whenever three (3) or more candidates file nomination papers for a city office.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

**SECTION 1:**        **ADOPTION** Sec. 2-948 of the Municipal Code entitled “Primary Elections” is hereby created so as to read as follows:

“Sec. 2-948 - Spring primary

Whenever three or more candidates file nomination papers for an elective city office, a primary election shall be held for the nomination of candidates for such office.”

**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 is a charter ordinance and shall take effect sixty (60) days after its passage and publication, unless within such sixty (60) days after its passage and publication a referendum petition shall be filed as provided in § 66.0101 of the Wisconsin Statutes, in which event this ordinance shall not take effect until it shall have been submitted to a referendum of the electors and approved by a majority of the electors voting thereon.

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 28-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**DECEMBER 16, 2024.**

AN ORDINANCE establishing new winter parking restrictions on North 36<sup>th</sup> Street between Bonnie Court and Main Avenue.

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

**SECTION 1:** Pursuant to Sheboygan Municipal Code Section 52-108, which authorizes the Common Council to establish regulations limiting the time and prescribing the hours for parking, standing, and stopping of vehicles and to designate the areas in streets, alleys, and other public places to which the regulations apply, the following location is hereby added to the list of locations with prohibited parking periods:

<u>Street</u>	<u>Side</u>	<u>Extent</u>	<u>Times</u>
N. 36 <sup>th</sup> St.	West	Between Bonnie Ct. & Main Ave.	Dec. 1 to March 31

**SECTION 2:** The Department of Public Works is hereby authorized and directed to install all signs necessary and appropriate to communicate this ordinance with the public.

**SECTION 3:** The Police Department is hereby authorized and directed to enforce the parking restrictions established by this ordinance.

**SECTION 4: 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 5: EFFECTIVE DATE** This ordinance shall be in effect from and after 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. 79-24-25**

**BY CITY PLAN COMMISSION.**

**NOVEMBER 4, 2024.**

Your Commission to whom was referred Gen. Ord. No. 20-24-25 by Alderpersons Belanger and La Fave and R. O. No. 73-24-25 by City Clerk submitting 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 2258 Calumet Drive from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification; recommends filing the R. O. and adopting the Ordinance.

**CITY OF SHEBOYGAN  
GENERAL ORDINANCE 20-24-25**

**BY ALDERPERSONS BELANGER AND LA FAVE.**

**OCTOBER 21, 2024.**

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 2258 Calumet Drive from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) 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 thereof and Use District Classification of the following described lands from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification:

Property located at 2258 Calumet Drive – Parcel No. 59281621470:

KOHLs SUBD LOT 19, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY,  
WISCONSIN

**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

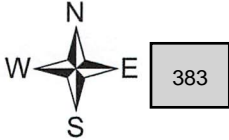
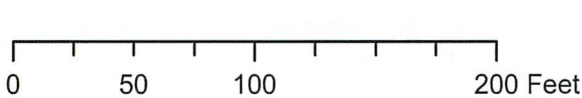
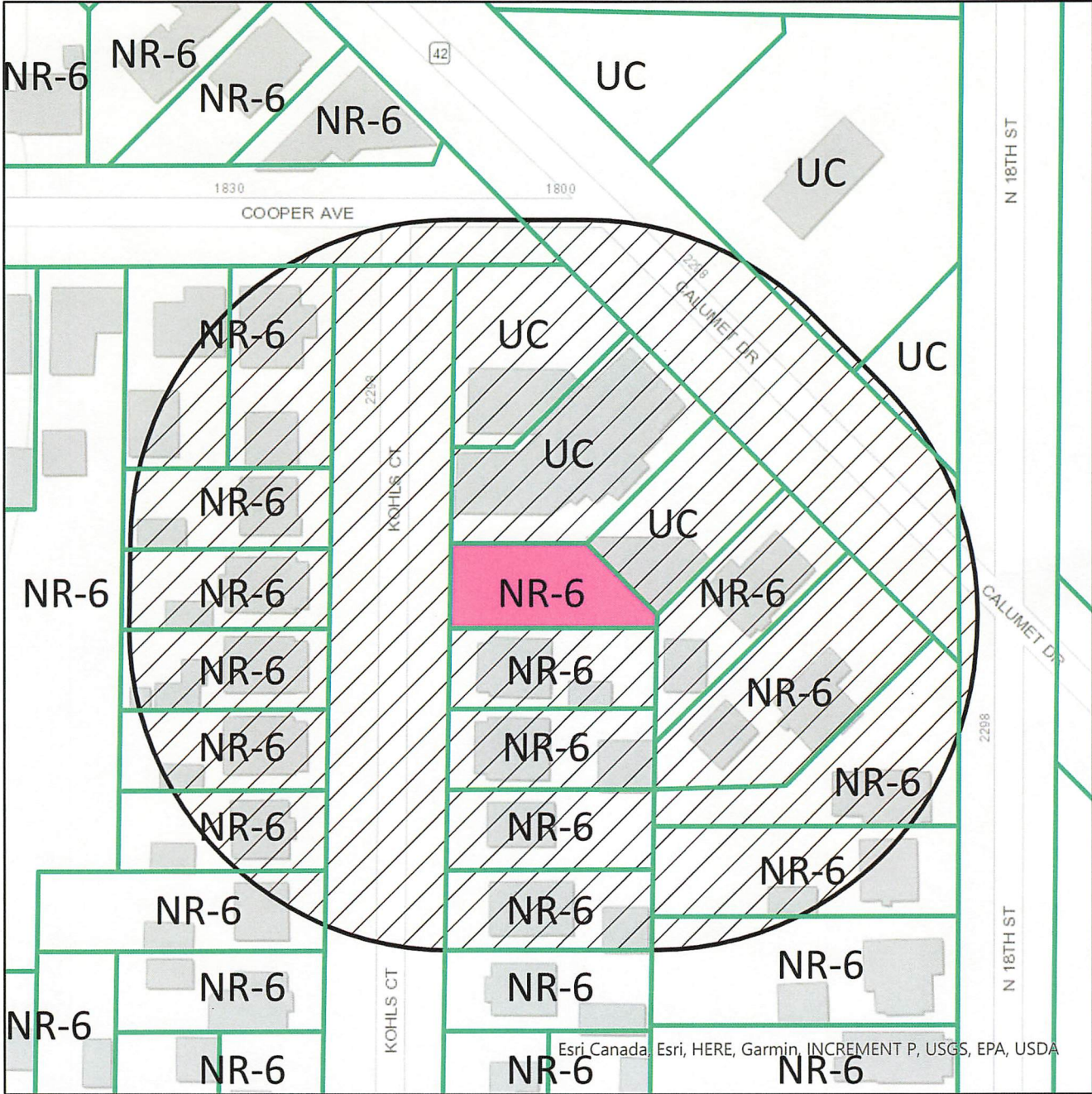
Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

# PROPOSED REZONE FROM NEIGHBORHOOD RESIDENTIAL (NR-6) TO URBAN COMMERCIAL (UC)

KOHL'S SUBD LOT 19, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



**CITY OF SHEBOYGAN  
R. O. 73-24-25**

**BY CITY CLERK.**

**OCTOBER 21, 2024.**

Submitting an application from Pao Yang for amendment to the official zoning map for the City of Sheboygan from Pao Yang for property located at 2258 Calumet Drive – Parcel No. 59281621470.

OFFICE USE ONLY	
APPLICATION NO.:	_____
RECEIPT NO.:	_____ <span style="border: 1px solid black; padding: 2px;">Item 39.</span>
FILING FEE:	<b>\$200.00</b> (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: PAO YANG PHONE NO.: (920) 254-5055  
 ADDRESS: 2258 Calumet Dr E-MAIL: trend.stylesalon@aatt.net  
 OWNER OF SITE: PAO YANG PHONE NO.: (920) 254-5055

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: 2258 Calumet Dr  
 LEGAL DESCRIPTION: warehouse

PARCEL NO. 59281621470 MAP NO. \_\_\_\_\_

EXISTING ZONING DISTRICT CLASSIFICATION: Neighborhood Residential-6 (NR-6)

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Commercial (UC)

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: \_\_\_\_\_  
Storage

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: \_\_\_\_\_  
coin operated laundry mat



### 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? \_\_\_\_\_

*It's not in any flood zone or wet land*

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: \_\_\_\_\_

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? *In area already zone for*

*commercial. There are structures on the property currently*

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

majority of the warehouse is located on  
a commercial zone

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

9/25/24  
\_\_\_\_\_  
DATE

PAO YANG  
\_\_\_\_\_  
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

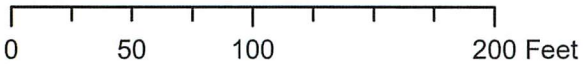
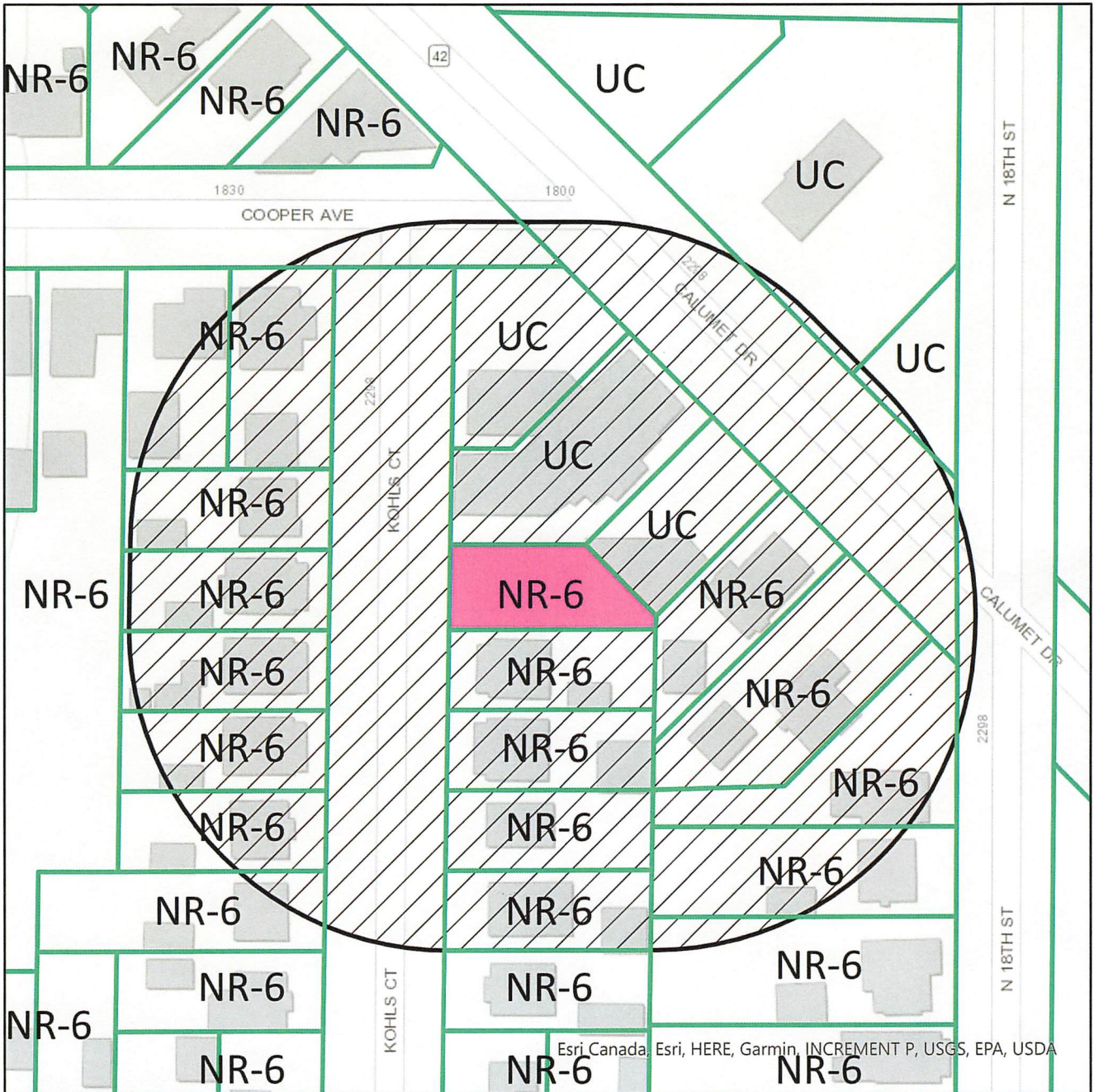
A copy of the current zoning map of the subject property and vicinity showing:

- 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.



# PROPOSED REZONE FROM NEIGHBORHOOD RESIDENTIAL (NR-6) TO URBAN COMMERCIAL (UC)

KOHL'S SUBD LOT 19, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 241220

License No: 0000

Date: 10/10/2024

Received By: MKC

Received From: YANG SON, LLC DBA TREND STYLES SALON

Memo: REZONE

Method of Payment: \$200.00 Check No. 1171

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.