

**\*\*\*ATTACHMENTS\*\*\***



April 30, 2020

HONORABLE MEMBERS FOR THE COMMON COUNCIL:

Pursuant to Gen. Ord. 31-14-15 creating section 2-420 of the Sheboygan Municipal Code relating to the position of the Director of Human Resources and Labor Relations, we hereby recommend that Vicky Schneider be appointed as the Director of Human Resources and Labor Relations for the City of Sheboygan effective immediately.

Signed:

Michael Vandersteen  
Mayor

Darrell Hofland  
City Administrator

*Supover*

MAYOR'S OFFICE

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI  
53081

920-459-3317  
sheboyganwi.gov



The appointment of Vicky Schneider to the position of Director of Human Resources and Labor Relations is submitted for your consideration:

Professional Experience

Director of Senior Services <i>City of Sheboygan, Sheboygan, WI</i>	3/2019 – Present
Executive Director Operations Manager <i>Generations Intergenerational Center, Plymouth, WI</i>	4/2017 – 3/2019 2/2016 – 4/2017
Human Resources/Project Manager <i>Covey, Oshkosh, WI</i>	9/2015 – 2/2016
Executive Director <i>Enlivant at McKinley Place, Cedarburg, WI</i>	3/2015 – 8/2015
Director of Mission Integration/Human Resources/Compliance Officer <i>Felician Sponsored Ministries (parent organization)</i> <i>Villa St. Francis, Milwaukee, WI</i> <i>St. Joseph Academy, Milwaukee, WI</i>	2/2007 – 2015 2010 – 2015 2010 – 2011
Director of Mission Services/Spiritual Care <i>Felician Village Senior Living Community, Manitowoc, WI</i>	2/2007 – 2011

Education

Master of Science: Management & Organizational Behavior Silver Lake College, Manitowoc, WI	2013
Master of Arts in Pastoral Studies St. Francis Seminary, St. Francis, WI	2006
Bachelor of Arts: Psychology and History Franciscan University, Steubenville, OH	1987
Certificate: Foundations of Human Resources, MRA	October 2014

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2020 Action Items and Critical Measures

	<b>Quality of Life - Action Items</b>	<b>Assigned Department</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Resources</b>	<b>% Completion</b>	<b>Status</b>
1	Continue youth and adult enrichment classes / events	Library	1/1/2019	Ongoing		26%	2020 - Programs ongoing
2	Continue engagement of SAC participants in multi-generational community activities	SAC	1/1/2018	Ongoing		0%	2019 - 4 Multi-generational projects
3	Complete adequacy study of SAC building	DPW / SAC	1/1/2018	12/31/2020		100%	2019 - ADA Facility Audit & existing facility report complete
4	Maintain replacement park equipment schedule	DPW	10/2/2017	Ongoing	Park / Forestry	80%	2020 - Facility upgrades per schedule.
5	Increase community volunteer partnerships to improve city beautification projects	City Plan / DPW / Mayor	6/1/2018	Ongoing		0%	Adopt-A-Park program: 2019 - 3 final adoptions; 2018 - 3 final adoptions
6	Continue to hold Tree City USA designation	DPW	1/1/1978	Ongoing	Park / Forestry	90%	April 26 - Arbor Day celebration - Tree City application completed at year-end
7	Continue replacement of trees lost to emerald ash borer infestation	DPW	1/1/2018	Ongoing	Park / Forestry	40%	2020 - 100 trees; 2019 - 535 trees planted (250 purchased in 2018 / planted in 2019 + 285 purchased / planted in 2019)
8	Maintain neighborhood beat officer positions	Police	1/1/2018	Ongoing	Beat Officer Grant	25%	2020 - Grant Funding secured
	<b>Quality of Life - Critical Measures</b>	<b>Assigned Department</b>	<b>2020 Year to Date</b>	<b>2020 Benchmark</b>		<b>%</b>	
9	Fire response compliance percentage (NFRIS standard 380 seconds)	Fire	86%	90%		96%	2019 - 88%; 2018 - 89%; 2017 - 89%; 2016 - 79%
10	EMS response compliance percentage (NFRIS standard 360 seconds)	Fire	86%	90%		96%	2019 - 86%; 2018 - N/A; 2017 - 78%; 2016 - 79%
11	Total Fire / EMS staff training hours	Fire	1,198 Fire Hours / 584 EMS Hours	8,000 Fire Hours / 2,100 EMS Hours		15% Fire / 27% EMS	2019 - 10,513 / 2,314; 2018 - 8,040 / 1868; 2017 - 9,908
12	Number of smoke detectors installed in residential applications	Fire	20	25		80%	2020 - new measurement
13	Residents who feel safe or very safe walking in their neighborhood after dark	Police	69%	80%		86%	69% - 2019 Community Survey Data; 58% - 2016 Community Survey data
14	Part 1 crime rate - violent crimes	Police	0.40 per 1000 crimes	2.70 per 1000 crimes		15%	2019 - 3.00; 2018 - 3.24; 2017 - 2.40
15	Part 1 crime rate - property crimes	Police	3.80 per 1000 crimes	22.25 per 1000 crimes		17%	2019 - 16.00; 2018 - 16.70; 2017 - 17.10
16	Number of High Visibility Education and Enforcement traffic safety related deployments	Police	0	7		0%	2019 - 31; 2018 - 9; 2017 - 6
17	Pounds of prescription drugs collected	Police	216	1,200	Collect Q2 & Q4	18%	2019 - 1,589; 2018 - 1,898; 2017 - 1,193

Strategic Plan  
2020 Action Items and Critical Measures

Blue denotes Benchmark Achieved

	<b>Quality of Life - Critical Measures - Continued</b>	<b>Assigned Department</b>	<b>2020 Year to Date</b>	<b>2020 Benchmark</b>		<b>%</b>	<b>Status</b>
18	Number of joint projects with the Sheboygan Area School District	City Plan / Fire / IT / Library / DPW / Transit	7	6		117%	Grade 4-9 beach education program grant; Grade K-4 Fire Safety programs; South High Protective Service Career Pathway; Transit contract; 2019-Subdivision development
19	Number neighborhood associations on the Mayor's Leadership Cabinet	City Plan / Mayor	10	11		90%	2019 - 10 total associations
20	Number of neighborhood meetings	City Plan / Police	18	70		26%	2019 - 122; 2018 - 75
21	Walkability score	City Plan	-	86		-	2019 - 89/100 for downtown; 2018 - 86/100 for downtown
23	Number of community partnership participants (Adopt-A-Park/Adopt-A-Trail)	City Plan / DPW	0	2		0%	2019 - End Park neighborhood adopted Cole Park, RCS adopted portion of Shoreland 400 trail, Friends of North Point adopted North Point Park
24	Number of SAC joint projects with community partners (SASD, YPN, etc.)	SAC	0	4		0%	JMKAC, LCA, Boys-Girls Club, Ellis Neighborhood, Aurora, Thrivent, Master Gardners
25	Number of youth enrichment classes / held	Library	156	700		22%	2019 - 785; 2018 - 786
26	Number of adult enrichment classes / events held	Library	125	400		31%	2019 - 514; 2018 - 431
27	Number of literacy / citizenship / public events held	Library	108	400		27%	2019 - 274; 2018 - 110
28	Number of internet sessions used by residents	Library	25,154	100,000		25%	2019 - 195,716; 2018 - 227,205
29	Increase in Shoreline Metro & Metro Connection annual ridership	Transit	171,126 / 7,885	600,000 / 34,000		29% / 23%	2019 - 679,263 / 33,314; 2018 - 599,714 / 34,658; 2017 - 529,729 / 35,589
30	Shoreline Metro passenger opinion surveys conducted by Shoreline Metro and Bay-Lake RPC	Transit	227	677		35%	2020 - Bay-Lake RPC conducting survey; limited onboard surveys conducted; focus was online.
31	Trips per revenue mile - Shoreline Metro Fixed Route	Transit	17.49	15.00		117%	2019 - 17.93; 2018 - 15.38
32	Trips per revenue mile - Metro Connection	Transit	2.62	2.75		95%	2019 - 2.66; 2018 - 2.72
33	Number of curb miles of streets swept	DPW	400	5,000		8%	2020 - 400; 2019 - 4,916, 2018 - 5,069
34	Percent of graffiti removed from city facilities within 3 days of notification	Police / DPW	0%	100%		0%	2019 - 90%; 2018 - 100%; 2017 - 75%
35	Number of years holding Tree City USA designation	DPW	-	42		-	Since 1978 - application submitted at year end

Strategic Plan  
2020 Action Items and Critical Measures

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	<b>Infrastructure and Public Facilities - Action Items</b>	<b>Assigned Department</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Resources</b>	<b>% Completion</b>	<b>Status</b>
36	Replace 3 fixed route buses	Transit	1/2/2019	7/1/2020	Federal grant	50%	2019 - 1 VW Bus awarded; Procurement in process.
37	Replace 3 fixed route buses and 2 paratransit buses	Transit	1/1/2020	1/1/2021	Federal grant	0%	2021 Project
38	Implement a safety management system	Transit	1/1/2019	7/31/2020		60%	2020 Project; Working with WisDOT, Bay-Lake and FTA on assembling safety management plan
39	Refurbish alley between N. 8th Street and the parking lot east of the Shoreline Metro Transfer Station	City Plan / Parking / DPW	6/1/2017	6/1/2019	Sheboygan Visual Arts	25%	2019 - Held due to change in BID Management; 2018 - Partnership established with SVA
41	Continue sanitary sewer lining rehabilitation program	DPW	6/15/2019	10/1/2020		0%	2020 - CIP Projects; 2019 - North Avenue sewer reconstruction; 2018 - 8,665 linear feet
42	Complete resurfacing of 3 city streets per year leveraging local, state, federal funding	DPW	5/1/2019	11/1/2020		0%	2020 - Geele Avenue, Saeman Avenue and Martin Avenue; 2019 - 2.10 miles; 2018 - 7.20 miles
43	Implement city-wide long term storm water management program	DPW	5/2/2018	11/1/2020		85%	Under contract with Strand
44	Secure agreement with local soccer organization for future sports complex on Butzen property	City Plan / City Attorney	Summer 2018	Summer 2020		10%	2020 - Discussions continue
45	Begin construction of Butzen Sports Complex - Phase 1	City Plan / DPW	Summer 2020	Summer 2021		0%	2020 project - Design & Development stage
46	Continue funding emerald ash borer tree replacement program	City Plan / DPW	6/1/2017	Ongoing		25%	2020 - GO Borrowing; 2019 - CBDG & 1,000 FriendsGrant funds
47	Implement information technology plan recommendations	IT	1/1/2020	1/1/2021		25%	2020 - Security enhancement work, 2-factor authentication for remote access
	<b>Infrastructure and Public Facilities - Critical Measures</b>	<b>Assigned Department</b>	<b>2020 Year to Date</b>	<b>2020 Benchmark</b>		<b>%</b>	<b>Status</b>
49	Linear feet of sanitary sewer relining complete	DPW	0	8,700		0%	2019 - 1,053 LF (67.1 ft replacement); 2018 - 8,665 LF; 2017 - 11,092 LF
50	Linear miles of street resurfaced	DPW	0.00	3.75		0%	2019 - 2.10 miles; 2018 - 7.20 miles; 2017 - 6.25 miles
51	Pavement rating	DPW	6.25	6.50		96%	Pavement to be rated in 2021 value currently at 6.25; 2019 - 6.25; 2017 - 5.90
52	Number of street trees planted	DPW	0	200		0%	2020 - 100; 2019 - 535; 2018 - 25; 2017 - 448
53	Transit accidents/incidents as reported to TMI	Transit	18.00	30.00		60%	2019 - 32

Strategic Plan  
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	<b>Economic Development - Action Items</b>	<b>Assigned Department</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Resources</b>	<b>% Completion</b>	<b>Status</b>
54	Construct recreational trail parallel to Indiana Avenue (South 9th St to S 14th St)	City Plan	5/1/2020	11/1/2023		10%	2019 - Purchase/sale agreement approved.
55	Continue annual developer's summit	City Plan	TBD	TBD		0%	2020 - 4th annual
56	Coordinate new development on city-owned redevelopment sites	City Plan	6/1/2017	Ongoing		10%	2020 - Working with a developer, exploring EDA funding sources for first building
57	Continue work with existing businesses promoting future expansion	City Plan	6/1/2017	Ongoing		10%	2020 - Seeking business expansion
58	Market infill development sites along Indiana Avenue	City Plan	5/1/2018	Ongoing		20%	Working with developer on first building
59	Transform former Koepsell property into Innovation District	City Plan	5/1/2018	Ongoing	SCEDC	20%	Project continues in 2020
60	Leverage arts / culture streetscape to connect downtown to JMKAC Art Preserve development	City Plan / DPW	1/1/2020	12/31/2021		5%	Revised date - 2023 project
61	Market and develop up to 10 acres in SouthPointe Enterprise Campus	City Plan	6/1/2017	Ongoing		10%	2020 - Seeking business occupants
62	Analysis of current housing stock (including condos) to establish future housing needs	City Plan	1/1/2020	12/31/2020		0%	2020 project
	<b>Economic Development - Critical Measures</b>	<b>Assigned Department</b>	<b>2020 Year to Date</b>	<b>2020 Benchmark</b>		<b>%</b>	<b>Status</b>
63	Amount of room tax generated	Finance	\$28,951	\$1,746,264	26015100-414100	2%	2020 - Thru 1st Qtr (NOTE: Several asked for 30 day extensions due to COVID-19) including Blue Harbor \$112,000 estimated then would be at 8%
64	Valuation Tax Incremental Districts' Increment	Finance	\$0	\$195,018,700	DOR TIF Stmt of Changes Report	0%	2020 Report comes out in August; 2019 - \$195,018,700; 2018 - \$159,980,900; 2017 - \$130,881,800
65	Percent change of equalized property valuation (all property)	Finance	0.00%	4.00%	DOR - Stmt of Changes in Equalized Value report	0%	2020 - Report comes out in August; 2019 - 3.88%; 2018 - 7%; 2017 - 7%
66	Value of industrial property (Real Estate and Personal Property)	Finance	\$0	\$188,064,300	DOR - Stmt of Changes in Equalized Value report	0%	2020 - Report comes out in August; 2019 - \$188,064,300; 2018 - \$188,903,300; 2017 - \$186,609,500 annual valuation
67	Number of new hotel rooms constructed	City Plan	106	100		106%	2020 - Hampton Inn for 106 rooms under construction; 2019 - 108 (Fairfield Inn & Suites)
68	Number of jobs retained via city-based finance	City Plan	0	15		0%	2019 - 6; 2018 - 29; 2017 - 3
69	Average pay of jobs created	City Plan	\$0	\$45,000		0%	2019 - \$27,200; 2017 - \$38,500

2020 Action Items and Critical Measures

	<b>Economic Development - Critical Measures - Continued</b>	<b>Assigned Department</b>	<b>2020 Year to Date</b>	<b>2020 Benchmark</b>		<b>%</b>	<b>Status</b>
70	Vacancy rate of industrial buildings	City Plan	0.00%	3.10%		0%	2019 - 3.10%; 2018 - 5.20%; 2017 - 4.40% annual valuation from SCEDC CoStar report
71	Square feet of industrial property (construction commenced)	City Plan	0	40,000		0%	2019 - 0; 2018 - 27,839; 2017 - 37,400
72	Acreage of new industrial sites created	City Plan	0	15		0%	2019 - 134 acres; 2018 - 35 acres; 2017 - 88 acres
73	Number of new businesses	City Plan	0	10		0%	2019 - 8; 2018 - 12; 2017 - 15
74	Amount of new construction (WDOR)	City Plan	-	\$50,000,000		-	2019 - \$9,411,900; 2018 - \$61,326,304; 2017 - \$94,843,900
75	Number of new residential units (construction commenced)	City Plan	0	80		0%	2019 - 238; 2018 - 99; 2017 - 133
77	Annual ridership on the trolley	Transit	0	4,000		0%	2019 - 3,137; 2018 - 4,360; 2017 - 3,327

Strategic Plan  
2020 Action Items and Critical Measures

Blue denotes Benchmark Achieved

	<b>Neighborhood Revitalization - Action Items</b>	<b>Assigned Department</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Resources</b>	<b>% Completion</b>	<b>Status</b>
79	Continue development of baseline data in targeted neighborhoods	City Plan	1/1/2017	8/22/2019	CDBG Funds	0%	2020 - Mapping continues
80	Make necessary public infrastructure improvements in at-risk neighborhoods	City Plan / DPW	1/1/2017	Ongoing		0%	2020 - Martin Avenue; 2019 - N 8th St paving
81	Continue expansion of the number of neighborhood associations	City Plan / Police	1/1/2017	Ongoing		0%	2019 - 10 total associations; 2018 - 9 total associations; 2017 - 7 total associations
82	Create neighborhood development plans for 3 official neighborhood associations	City Plan	1/1/2019	12/31/2020		0%	2019 - 1 plan created; 2018 - 2 plans created
83	Continue neighborhood association grant program with city funds	City Plan	1/1/2017	Ongoing	CDBG Funds	0%	
84	Maintain Neighborhood Beat Officer positions	Police	1/1/2016	Ongoing	State Grant funds	0%	2020 funding secured
85	Organize annual spring clean-up event in partnership with Public Works	City Plan / DPW	5/1/2018	6/30/2020		0%	2020 - Q2 event; 2019 - 9 neighborhoods participated / 23 tons of garbage collected
86	Continue north / south side neighborhood revitalization events	City Plan / DPW	6/1/2017	Ongoing	City employees / partnering organizations	0%	Annual Rock the Block events
87	Continue to address street lighting issues in neighborhoods	City Plan / Police / DPW	1/1/2017	Ongoing	CDBG Funds / Partnering Organizations	100%	Turned over to Alliant Energy to develop installation plans and costs - DPW tree trimming program
88	Continue monthly interdepartmental staff meetings to coordinate neighborhood issues	City Plan / Police / DPW	1/17/2017	Ongoing		17%	Goal is 12 annual meetings; 2 YTD
89	Develop analysis / management plan for blighted properties in key business corridors	City Plan	1/1/2020	12/31/2020		60%	2019 - Business owner survey complete.
90	Promote city's housing funding programs to qualified homeowners for improvements	City Plan	1/1/2017	Ongoing		0%	Notices in code enforcement orders / Lakeshore Landlord Assoc. newsletter
91	Advance relationships with community partners	City Plan	1/1/2017	Ongoing		100%	Habitat for Humanity, IBEW, local business partners
92	Advance relationships with Lakeshore Landlord Association	City Plan	1/1/2017	Ongoing		100%	Representative attends monthly neighborhood revitalization meetings; 2019-hosted Fair Housing Training and Code Enforcement program with Association.

2020 Action Items and Critical Measures

	<b>Neighborhood Revitalization - Critical Measures</b>	<b>Assigned Department</b>	<b>2020 Year to Date</b>	<b>2020 Benchmark</b>		<b>%</b>	<b>Status</b>
93	Number of new neighborhood associations	City Plan / Police	0	2		0%	2019 - 1 new association; 2018 - 3 new associations; 2017 - 2 new associations
94	Number of housing loans issued	City Plan	1	10		10%	2019 - 4; 2018 - 8; 2017 - 7
95	Number of affordable units added	City Plan	0	50		0%	2019 - Badger State Lofts under construction; 2018 - 2; 2017 - 42
96	Number of code enforcement orders issued	City Plan	55	1,000		5%	2019 - 1,047; 2018 - 866; 2017 - 1234
97	Number of abandoned vehicles towed	Police	38	86		44%	2019 - 192; 2018 - 136; 2017 - 83
98	Number of garbage complaints investigated/cited	City Plan / Police	17	300		6%	2019 - 500; 2018 - 543; 2017 - 820

2020 Action Items and Critical Measures

	<b>Governing and Fiscal Management - Action Items</b>	<b>Assigned Department</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Resources</b>	<b>% Completion</b>	<b>Status</b>
99	Reduce the number of legacy computer applications	IT	1/1/2019	12/31/2020		10%	2020 - Focus on Finance; 2019 - High level plan developed
100	Enhance cybersecurity	IT	6/1/2017	Ongoing		15%	2020 - Continue reviewing / addressing security audit issues
101	Support employee recognition team recommendations	Human Resources	7/1/2016	Ongoing	Employee Recognition Committee	0%	Due to COVID-19, 2020 recognition dinner canceled
102	Develop a succession plan for all management positions	HR	6/1/2018	12/31/2019	CVMIC resources	20%	2018 - 2nd planning workshop
103	Continue and enhance employee picnics, socials and special events	Mayor	7/1/2016	Ongoing		100%	2019 and 2018 - annual employee picnics
104	Continue quarterly employee newsletter	Mayor	7/1/2015	Ongoing		25%	Published 1 of 4 quarterly employee newsletters
105	Conduct a transit transportation development program for the next 5 years	Transit	11/1/2017	12/31/2019	Bay-Lake RPC	30%	2020 - Anticipated completion; 2018 - Initial work commenced
106	Continue providing detailed budget documents to citizens and submit to GFOA for review	City Admin / Finance	1/1/2020			0%	2020 - submitted; 2019 - Earned GFOA award; 2018 - Earned GFOA recognition
107	Continue providing detailed audit documents to citizens and submit to GFOA for review	City Admin / Finance	5/1/2020	ongoing		0%	2020 - Submitted in Q2; 2019 - Earned CAFR / PAFR award; 2018 - Earned CAFR / PAFR award
	<b>Governing and Fiscal Management - Critical Measures</b>	<b>Assigned Department</b>	<b>2020 Year to Date</b>	<b>2020 Benchmark</b>		<b>%</b>	<b>Status</b>
108	Number of legacy applications retired	IT	0	5		0%	2020 - Retired programs
109	Number of SANS top 20 security measures implemented	IT	6	13		46%	Identified 13 additional critical security controls to be addressed
110	Unassigned fund balance as a percent of revenues	Finance	-	25%		-	2019 - 44%; 2018 - 52%; 2017 - 49%; 2016 - 58%
111	Moody's Investor Service bond rating for Sheboygan	Finance	Aa2	Aa2	Moody's Report	100%	2020 and 2019 Aa2 rating confirmed
112	Number of MUNIS software modules implemented	IT	26	27		96%	2020 - Grants and Projects module

Strategic Plan  
2020 Action Items and Critical Measures

Blue denotes Benchmark Achieved

	<b>Communication - Action Items</b>	<b>Assigned Department</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Resources</b>	<b>% Completion</b>	<b>Status</b>
113	Expand offering of Fire Department community events	Fire	1/1/2018	Ongoing		25%	2019 increased programming
114	Continue home fire safety programs for students grades Kindergarten - Fourth	Fire	1/1/2018	Ongoing	SASD	0%	Collaborative events with SASD (Fall school programs)
116	Increase Livable Sheboygan community information on social media	SAC	1/1/2019	Ongoing	AARP	25%	Identified communication as step 1 in Action Plan.
117	Continue monthly electronic community newsletter	Mayor	2/3/2017	Ongoing		25%	12 newsletters published annually
118	Continue annual community survey	City Admin	6/1/2016	Ongoing		100%	2020 survey complete - February 23
119	Increase the number of community survey responses	City Admin	1/1/2019	Ongoing		100%	2020 - 1,455 responses
120	Enable transparent government	City Admin	1/1/2019	Ongoing	ClearGov	100%	Support comparative benchmarking efforts
121	Enable resident engagement	City Admin	1/1/2019	Ongoing		100%	Livable Sheboygan For All, Police Citizens Academy
122	Develop internal communication plan that is shared with employees	Mayor	10/1/2018	12/31/2019		10%	January 2020 - Internal Committee defining program
	<b>Communication - Critical Measures</b>	<b>Assigned Department</b>	<b>2020 Year to Date</b>	<b>2020 Benchmark</b>		<b>%</b>	<b>Status</b>
123	Number of followers on all city departments' Twitter accounts	Mayor / Mead Library / Police	10,285	10,000		103%	2020 - 10,285 (PD - 5,696, MPL - 750, CITY - 3,541, WSCS - 383); 2019 - 10,152; 2018 - 9,329; 2017 - 7,873
124	Number of users on Nextdoor	Mayor	6,575	6,300		104%	2020 - 6,575; 2019 - 6,314; 2018 - 4,286; 2017 - 3,671
125	Number of "likes" on all City's Facebook accounts	Mayor / Mead Library / Police / Transit / Water / Cable / SAC	21,347	21,000		102%	2020 - 21,347 (PD - 12,512, MPL - 4,208, SAC - 663, WSCS - 458, WU - 559, CITY - 1,707, SLM - 1,301, PARKING - 630, DPW - 400); 2019 - 21,247; 2018 - 16,259; 2017 - 13,314
126	Number of Nixle accounts	Police	2,568	2,568		100%	2020 -2,568; 2019 - 2,462
127	Number of followers on Mead Public Library Instagram account	Mead Library	876	740		118%	2020 - 876; 2019 -742; 2018 - 459; 2017 - 179
128	Number of PSA's produced by WSCS Cable TV	IT	6	9		67%	2019 - 1 PSA
129	Number of televised Common Council and Committee of the Whole meetings	IT	7	29		24%	2019 - 24; 2017 - 29; all meetings available video-on-demand
130	Number of 2020 Community Survey responses	SAC	1,455	1,200		121%	2019 - 1,277; 2018 - 1,187
131	Number of events / presentations relative to Livable Sheboygan Community initiative	SAC	0	6		0%	2019 - 3; 2018 - 11
132	Number of Fire Department community events	Fire	9	45		20%	2019 - 46
133	Number of home fire safety programs for students grades K-4	Fire	0	140		0%	Events occur in 3rd Quarter
134	Number of students participating in fire safety programs	Fire	0	3,000		0%	Events occur in 3rd Quarter; 2019 - 3,330
135	Number of Fire Department facility tours	Fire	5	25		20%	2020 - new benchmark

II

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY CLERK. May 18, 2020.

Submitting various license applications.

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City Clerk

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MOBILE HOME PARK (June 30, 2021) (RENEWAL)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1366	Sommers Woodhaven Mobile Home	4441 S. 12 <sup>th</sup> Street

COMMERCIAL SALVAGE & RECYCLING (June 30, 2021) (RENEWAL)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3047	Advanced Disposal Services	1205 Illinois Avenue
2367	Sadoff Iron & Metal Co.	3313 N. 21 <sup>st</sup> Street

II

R. O. No. \_\_\_\_\_ - 20 - 21. By CAPITAL IMPROVEMENTS COMMISSION. May 18, 2020.

Your commission to whom was referred DIRECT REFERRAL R. O. No. 1-20-21 by City Administrator Darrell Hofland submitting Capital Improvement Program (CIP) Requests for the years 2021-2025; recommends filing the document with the amended Capital Improvement Program.

\_\_\_\_\_  
Capital Improvements Commission

II

DIRECT REFERRAL TO CAPITAL IMPROVEMENTS COMMISSION

R. O. No. 1 - 20 - 21. BY CITY ADMINISTRATOR DARRELL HOFLAND.  
April 27, 2020.

Submitting Capital Improvements Program (CIP) Requests for the years  
2021 - 2025.

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City Administrator Darrell Hofland

2021 - 2025 Capital Improvement Program List

Color / Abbreviation Key:												
Yellow - Previously approved in same year												
Blue - Previously approved in a different year												
Orange - Changed from 5/4/2020 Document												
M - Mandatory for 2021 only												
			2021	2022	2023	2024	2025	Total				
			<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>			
<b>REVENUES</b>												
Property Tax Levy												
	Police	1	\$217,000	\$216,000	\$190,000	\$190,000	\$151,000	\$964,000				
	Street Improvement and Sidewalks	2	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000				
	General Government Projects	3	\$60,000	\$60,000	\$60,000	\$36,000	\$100,000	\$316,000				
	Fire	4	\$35,000	\$45,000	\$45,000	\$35,000	\$22,000	\$182,000				
	Park, Forest and Open Space Fund	5	\$110,000	\$110,000	\$110,000	\$110,000	\$110,000	\$550,000				
	Park Impact Fee Fund	7	\$50,000	\$65,000	\$50,000	\$50,000	\$50,000	\$265,000				
	Vehicle / Land Sales	8	\$95,500	\$135,500	\$131,000	\$116,000	\$83,000	\$561,000				
	County / State / Federal Grants	9	\$1,999,040	\$3,509,000	\$0	\$955,000	\$2,500,000	\$8,963,040				
	Other Municipality Contributions (County Sales Tax)	10	\$450,671	\$450,671	\$450,671	\$450,671	\$450,671	\$2,253,355				
	G. O. Borrowed Funds	11	\$4,241,367	\$3,810,107	\$4,070,329	\$4,067,329	\$4,241,329	\$20,430,461				
	Other Borrowed Funds	12	\$7,896,400	\$7,671,400	\$11,921,400	\$16,925,000	\$0	\$44,414,200				
	Donations	13	\$0	\$0	\$0	\$0	\$835,000	\$835,000				
	User Fees	14	\$19,925,000	\$5,247,000	\$4,318,000	\$5,469,000	\$4,737,000	\$39,696,000				
	Special Assessment	15	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000				
	Vehicle Registration Fee	16	\$745,000	\$745,000	\$745,000	\$745,000	\$745,000	\$3,725,000				
	Other/CDBG	17	\$0	\$0	\$0	\$0	\$0	\$0				
	Fund Balance	18	\$510,000	\$677,000	\$340,000	\$945,000	\$285,000	\$2,757,000				
	<b>TOTAL REVENUE</b>		\$36,934,978	\$23,341,678	\$23,031,400	\$30,694,000	\$14,910,000	\$128,912,056				
<b>EXPENDITURES</b>												
City Buildings												
	M Municipal Service Building Electrical and Generator Design	11	\$40,000	\$0	\$0	\$0	\$0	\$40,000				
	M Municipal Service Building Emergency Generator Replacement	11	\$222,000	\$0	\$0	\$0	\$0	\$222,000				
	Municipal Service Building Main Electrical Panel Update		\$0	\$110,000	\$0	\$0	\$0	\$110,000				
	Municipal Service Building Vehicle Wash Facility Construction		\$0	\$150,000	\$0	\$0	\$0	\$150,000				

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<b>City Buildings - continued</b>											
		2021	2022	2023	2024	2025	Total				
		Executive	Executive	Executive	Executive	Executive	Executive				
Municipal Service Building Garage Drain Improvement		\$0	11	\$40,000	\$0	\$0	\$0	\$40,000			
ADA Infrastructure Improvements - Citywide Program - Buildings		\$0	11	\$250,000	\$0	\$0	\$0	\$250,000			
Municipal Service Building- Engineering Office Windows		\$0		\$0	11	\$100,000	\$0	\$100,000			
ADA Infrastructure Improvements - Citywide Program - Buildings		\$0	\$0	\$0	11	\$250,000	\$0	\$250,000			
MSB - Garage Roof Replacement		\$0	\$0	\$0	\$0	3,11	\$1,000,000	\$1,000,000			
<b>Total - City Buildings</b>		\$262,000	\$550,000	\$100,000	\$250,000	\$1,000,000	\$2,162,000				
<b>Police</b>											
<b>M</b> Squad Computers	1	\$77,000	\$0	\$0	\$0	\$0	\$77,000				
<b>M</b> Marked Vehicle - Sport Utility Vehicle	1,8	\$43,000	\$0	\$0	\$0	\$0	\$43,000				
<b>M</b> Unmarked Vehicle - Sport Utility Vehicle	1,8	\$43,000	\$0	\$0	\$0	\$0	\$43,000				
<b>M</b> Unmarked Vehicles (2)	1,8	\$80,000	\$0	\$0	\$0	\$0	\$80,000				
Marked Vehicle - Sport Utility Vehicles (5)		\$0	1,8	\$225,000	\$0	\$0	\$225,000				
Unmarked Vehicle		\$0	1,8	\$44,000	\$0	\$0	\$44,000				
Marked Vehicles - Sport Utility Vehicles (4)		\$0	\$0	1,8	\$184,000	\$0	\$184,000				
Police Range Remediation		\$0	\$0	1,8	\$45,000	\$0	\$45,000				
Patrol Wagon		\$0	\$0	1,8	\$50,000	\$0	\$50,000				
Marked Vehicles - Sport Utility Vehicles (4)		\$0	\$0	\$0	1,8	\$190,000	\$190,000				
Unmarked Vehicle - Sport Utility Vehicle		\$0	\$0	\$0	1,8	\$47,000	\$47,000				
Marked Vehicle - Sport Utility Vehicle		\$0	\$0	\$0	\$0	1,8	\$48,000	\$48,000			
Unmarked Vehicle - Sport Utility Vehicle		\$0	\$0	\$0	\$0	1,8	\$48,000	\$48,000			
Unmarked Vehicles (3)		\$0	\$0	\$0	\$0	1,8	\$90,000	\$90,000			
<b>Total - Police</b>		\$243,000	\$269,000	\$279,000	\$237,000	\$186,000	\$1,214,000				
<b>Fire</b>											
<b>M</b> Engine	8,11	\$715,000	\$0	\$0	\$0	\$0	\$715,000				
<b>M</b> Station 3 - Phase 1 of 3	11	\$195,000	\$0	\$0	\$0	\$0	\$195,000				
Extrication Tools	4	\$35,000	\$0	\$0	\$0	\$0	\$35,000				
Ambulance		\$0	8,11	\$356,000	\$0	\$0	\$356,000				

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	2021	2022	2023	2024	2025	Total						
	Executive	Executive	Executive	Executive	Executive	Executive						
<b>Fire - continued</b>												
Station 3 - Phase 2 of 3	\$0	11	\$200,000	\$0	\$0	\$0	\$200,000					
SCBA Filling Station	\$0	4	\$45,000	\$0	\$0	\$0	\$45,000					
Station 3 - Phase 3 of 3	\$0		\$0	11	\$455,000	\$0	\$0	\$455,000				
Ambulance	\$0		\$0	8,11	\$366,000	\$0	\$0	\$366,000				
Air Bag System	\$0		\$0	4	\$45,000	\$0	\$0	\$45,000				
Ambulance	\$0		\$0		8,11	\$376,000	\$0	\$376,000				
Cardiac Monitors	\$0		\$0		8,12	\$175,000	\$0	\$175,000				
Training Fire Simulator	\$0		\$0		4	\$35,000	\$0	\$35,000				
Rescue Pumper	\$0		\$0			\$0	8,11	\$810,000	\$810,000			
Turnout Gear Rack	\$0		\$0			\$0	4,8	\$22,000	\$22,000			
Training Facility	\$0		\$0			\$0	13	\$835,000	\$835,000			
<b>Total - Fire</b>	<b>\$945,000</b>		<b>\$601,000</b>			<b>\$866,000</b>		<b>\$586,000</b>		<b>\$1,667,000</b>	<b>\$4,665,000</b>	
<b>Public Works</b>												
<b>Traffic Control</b>												
LED Street Lighting Upgrade - TID 17	12	\$171,400	\$0	\$0	\$0	\$0	\$171,400					
LED Street Lighting - Citywide	3	\$60,000	\$0	\$0	\$0	\$0	\$60,000					
Traffic Control Upgrade - Citywide	11	\$52,000	\$0	\$0	\$0	\$0	\$52,000					
LED Street Lighting Upgrade - TID 16		\$0	12	\$171,400	\$0	\$0	\$171,400					
LED Street Lighting Upgrade - Citywide		\$0	3	\$60,000	\$0	\$0	\$60,000					
Traffic Control Upgrade - Citywide		\$0		\$0	11	\$70,000	\$0	\$70,000				
LED Street Lighting Upgrade - Citywide		\$0		\$0	3,11	\$100,000	\$0	\$100,000				
LED Street Lighting Upgrade - TID 17		\$0		\$0	12	\$171,400	\$0	\$171,400				
Electical Infrastructure Repair - Citywide		\$0		\$0		\$0	11	\$50,000	\$50,000			
LED Street Lighting Upgrade - Citywide		\$0		\$0		\$0	3,11	\$200,000	\$200,000			
LED Street Lighting Upgrade - Blue Harbor		\$0		\$0		\$0	11	\$100,000	\$100,000			
<b>Total - Traffic Control</b>		<b>\$283,400</b>		<b>\$231,400</b>		<b>\$341,400</b>		<b>\$350,000</b>		<b>\$0</b>	<b>\$1,206,200</b>	

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Executive												
Streets												
		2021	2022	2023	2024	2025	Total					
		Executive	Executive	Executive	Executive	Executive	Executive					
<b>M</b>	Georgia Avenue (South Ninth Street to South 14th Street)	11	\$354,000	\$0	\$0	\$0	\$0	\$354,000				
<b>M</b>	Washington Avenue (South Business Drive to Taylor Drive)	11,16	\$700,000	\$0	\$0	\$0	\$0	\$700,000				
<b>M</b>	South Business Drive and Georgia Avenue Intersection	12	\$700,000	\$0	\$0	\$0	\$0	\$700,000				
<b>M</b>	North Commerce Street - Construction	12	\$2,500,000	\$0	\$0	\$0	\$0	\$2,500,000				
<b>M</b>	South 10th Street (Indiana Avenue to Union Avenue)	11,16	\$750,000	\$0	\$0	\$0	\$0	\$750,000				
<b>M</b>	Calumet Drive Panel Replacement (Erie Av to Saemann Av)	11	\$500,000	\$0	\$0	\$0	\$0	\$500,000				
<b>M</b>	Geele Avenue (North Third Street to Calumet Drive)	2,10,11	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000				
	CMAQ-Kohler Memorial Drive-Erie Avenue Traffic Flow Constructio	9,11	\$518,100	\$0	\$0	\$0	\$0	\$518,100				
	CMAQ-14th Street Traffic Flow Construction	9,11	\$758,800	\$0	\$0	\$0	\$0	\$758,800				
	CMAQ-Taylor Drive Traffic Flow Construction	9,11	\$666,900	\$0	\$0	\$0	\$0	\$666,900				
<b>M</b>	Storm Water Management Plan	9,11	\$250,000	\$0	\$0	\$0	\$0	\$250,000				
<b>M</b>	Sidewalk Repair/Replacement Program (Citywide)	15	\$100,000	\$0	\$0	\$0	\$0	\$100,000				
	South 12th Street (Greenfield Avenue to Union Avenue)		\$0	10,11	\$640,000	\$0	\$0	\$640,000				
	North Avenue (Calumet Drive to Taylor Drive)		\$0	11	\$850,000	\$0	\$0	\$850,000				
	St. Clair Avenue (North Ninth Street to North 14th Street)		\$0	9,11	\$375,000	\$0	\$0	\$375,000				
	Calumet Drive Panel Replacement (Sibley Court to City Limits)		\$0	2	\$500,000	\$0	\$0	\$500,000				
	North 25th Street (Kohler Memorial Drive to North Avenue)		\$0	11,16	\$1,160,000	\$0	\$0	\$1,160,000				
	Storm Water Management Plan		\$0	11	\$250,000	\$0	\$0	\$250,000				
	Sidewalk Repair/Replacement Program (Citywide)		\$0	15	\$100,000	\$0	\$0	\$100,000				
	Indiana Avenue (South 17th Street to South 24th Street)		\$0		\$0	2,10,11	\$1,500,000	\$0	\$0	\$1,500,000		
	Geele Avenue (North 29th Street To North 40th Street)		\$0		\$0	11	\$685,000	\$0	\$0	\$685,000		
	Lakeshore Drive (Mead Avenue to Rail Road Tracks)		\$0		\$0	11	\$740,000	\$0	\$0	\$740,000		
	South 18th Street (Mead Avenue to Washington Avenue)		\$0		\$0	11,16	\$760,000	\$0	\$0	\$760,000		
	Storm Water Management Plan		\$0		\$0	11	\$250,000	\$0	\$0	\$250,000		
	Sidewalk Repair/Replacement Program (Citywide)		\$0		\$0	15	\$100,000	\$0	\$0	\$100,000		
	Wilson Avenue (Lakeshore Drive to South Business Drive)		\$0		\$0	10,11,16	\$1,450,000	\$0	\$0	\$1,450,000		
	Weeden Creek Road (South 12th Street-South Business Drive)		\$0		\$0	11	\$1,000,000	\$0	\$0	\$1,000,000		
	North 15th Street Design (Calumet Drive to Mayflower Avenue)		\$0		\$0	9,11	\$500,000	\$0	\$0	\$500,000		
	Erie Avenue (North 19th Street to Taylor Drive)		\$0		\$0	11	\$500,000	\$0	\$0	\$500,000		
	New Jersey Avenue (South 13th Street to Wildwood Drive)		\$0		\$0	2,9,11	\$1,000,000	\$0	\$0	\$1,000,000		

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		2021	2022	2023	2024	2025	Total					
		Executive	Executive	Executive	Executive	Executive	Executive					
<b>Streets - continued</b>												
	Storm Water Management Plan	\$0	\$0	\$0	11	\$250,000	\$0	\$250,000				
	Sidewalk Repair/Replacement Program (Citywide)	\$0	\$0	\$0	15	\$100,000	\$0	\$100,000				
	North 15th Street (Calumet Drive to Mayflower Avenue)	\$0	\$0	\$0		\$0	10,11,16	\$5,500,000	\$5,500,000			
	North Point Intersection - Barrett Av / Lincoln Av / Broughton Dr	\$0	\$0	\$0	\$0	11	\$250,000	\$250,000				
	Storm Water Management Plan	\$0	\$0	\$0	\$0	11	\$250,000	\$250,000				
	Sidewalk Repair/Replacement Program (Citywide)	\$0	\$0	\$0	\$0	15	\$100,000	\$100,000				
	<b>Total - Streets</b>	\$8,797,800	\$3,875,000	\$4,035,000	\$4,800,000	\$6,100,000	\$27,607,800					
<b>Parks and Forestry</b>												
<b>M</b>	Urban Forestry Management	5,11	\$210,000	\$0	\$0	\$0	\$0	\$210,000				
	Playground Renovations - End Park	11	\$50,000	\$0	\$0	\$0	\$0	\$50,000				
	Maywood Environmental Center Repairs	11	\$25,000	\$0	\$0	\$0	\$0	\$25,000				
	Wemer Subdivision - Grading / Parkways	7	\$50,000	\$0	\$0	\$0	\$0	\$50,000				
<b>M</b>	ADA Infrastructure Improvements - Citywide Program - Parks	11	\$250,000	\$0	\$0	\$0	\$0	\$250,000				
	Urban Forestry Management Plan	\$0	5,11	\$210,000	\$0	\$0	\$0	\$210,000				
	Vollrath Park - Bowl Lighting Replacement	\$0	11	\$30,000	\$0	\$0	\$0	\$30,000				
	Playground Renovations - Deland Beach	\$0	7,11	\$75,000	\$0	\$0	\$0	\$75,000				
	Evergreen Park Area 3 - New Open Shelter	\$0	7	\$50,000	\$0	\$0	\$0	\$50,000				
	Urban Forestry Management Plan	\$0	\$0	5,11	\$210,000	\$0	\$0	\$210,000				
	Cleveland Park - Splash Pad	\$0	\$0	7,11	\$200,000	\$0	\$0	\$200,000				
	ADA Infrastructure Improvements - Citywide Program - Parks	\$0	\$0	11	\$250,000	\$0	\$0	\$250,000				
	Urban Forestry Management Plan	\$0	\$0	\$0	5,11	\$210,000	\$0	\$210,000				
	Playground Renovations - Deland Park	\$0	\$0	\$0	11	\$50,000	\$0	\$50,000				
	Veterans Park - Tennis Court Resurfacing	\$0	\$0	\$0	7,11	\$100,000	\$0	\$100,000				
	Urban Forestry Management Plan	\$0	\$0	\$0	\$0	5,11	\$210,000	\$210,000				
	Playground Renovations - Free Standing Items	\$0	\$0	\$0	\$0	11	\$50,000	\$50,000				
	Maywood Environmental Center Improvements	\$0	\$0	\$0	\$0	14	\$25,000	\$25,000				
	Quarry Park Master Plan Improvements	\$0	\$0	\$0	\$0	7,11	\$100,000	\$100,000				
	ADA Infrastructure Improvements - Citywide Program - Parks	\$0	\$0	\$0	\$0	11	\$250,000	\$250,000				
	<b>Total - Parks and Forestry</b>	\$585,000	\$365,000	\$660,000	\$360,000	\$635,000	\$2,605,000					
	<b>Total - Public Works</b>	\$9,666,200	\$4,471,400	\$5,036,400	\$5,510,000	\$6,735,000	\$31,419,000					

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		Executive	Executive	Executive	Executive	Executive	Executive					
<b>City Development</b>												
	Indiana Avenue Trail Project - Phase 1	12	\$875,000	\$0	\$0	\$0	\$0	\$875,000				
	South Pier Street Expansion	12	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000				
	Indiana Avenue Streetscape Improvements-Phase 1	12	\$750,000	\$0	\$0	\$0	\$0	\$750,000				
	Sheboygan River-West Side Boardwalk-Design	12	\$50,000	\$0	\$0	\$0	\$0	\$50,000				
	Indiana Avenue Trail Project - Phase 2		\$0	12	\$250,000	\$0	\$0	\$250,000				
	Indiana Avenue Streetscape Improvements-Phase 2		\$0	12	\$750,000	\$0	\$0	\$750,000				
	Pennsylvania Avenue - Streetscape Improvements		\$0	12	\$1,500,000	\$0	\$0	\$1,500,000				
	Sheboygan River-West Side Boardwalk - Construction		\$0	12	\$1,000,000	\$0	\$0	\$1,000,000				
<b>City Development - continued</b>												
	Indiana Avenue Trail Project - Phase 3		\$0	\$0	\$0	9,12	\$2,250,000	\$0	\$2,250,000			
	<b>Total - City Development</b>		\$2,675,000	\$3,500,000	\$0		\$2,250,000	\$0	\$8,425,000			
<b>Wastewater Utility</b>												
<b>M</b>	Install Aeration Blower Number Two	14	\$350,000	\$0	\$0	\$0	\$0	\$350,000				
<b>M</b>	Primary Influent Building HVAC Upgrade	14	\$310,000	\$0	\$0	\$0	\$0	\$310,000				
<b>M</b>	Primary Clarifier Number Four Drive	14	\$120,000	\$0	\$0	\$0	\$0	\$120,000				
<b>M</b>	Secondary Clarifier Number Two Drive	14	\$90,000	\$0	\$0	\$0	\$0	\$90,000				
<b>M</b>	Sewer Line Reconstruction / Relining Program	14	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000				
<b>M</b>	South Lakeshore Interceptor Sewer Rehabilitation	14	\$13,837,000	\$0	\$0	\$0	\$0	\$13,837,000				
<b>M</b>	Mini Storm Sewer Program	14	\$50,000	\$0	\$0	\$0	\$0	\$50,000				
	Primary Clarifier Number Three Drive		\$0	14	\$120,000	\$0	\$0	\$120,000				
	Secondary Clarifier Number One Drive		\$0	14	\$90,000	\$0	\$0	\$90,000				
	Screen / Scum Rejects System Upgrade		\$0	14	\$125,000	\$0	\$0	\$125,000				
	North Aeration Upgrade		\$0	14	\$385,000	\$0	\$0	\$385,000				
	Jet Truck		\$0	14	\$215,000	\$0	\$0	\$215,000				
	Sewer Line Reconstruction / Relining Program		\$0	14	\$1,000,000	\$0	\$0	\$1,000,000				
	Mini Storm Sewer Program		\$0	14	\$50,000	\$0	\$0	\$50,000				
	Primary Clarifier Number One Drive		\$0	\$0	14	\$120,000	\$0	\$0	\$120,000			
	Secondary Clarifier Number Three Drive		\$0	\$0	14	\$90,000	\$0	\$0	\$90,000			
	South Aeration Upgrade		\$0	\$0	14	\$385,000	\$0	\$0	\$385,000			

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<u>Executive</u>												
<u>Executive</u>												
<u>Executive</u>												
<b>Wastewater Utility - continued</b>												
Raw Influent Pump Number Three		\$0		\$0	14	\$200,000		\$0		\$0		\$200,000
Sewer Line Reconstruction /Relining Program		\$0		\$0	14	\$1,000,000		\$0		\$0		\$1,000,000
Mini Storm Sewer Program		\$0		\$0	14	\$50,000		\$0		\$0		\$50,000
Bleach Tank and Bisulfite Tank Replacement		\$0		\$0		\$0		\$250,000		\$0		\$250,000
Administrative HVAC Upgrade		\$0		\$0	14	\$200,000		\$0		\$0		\$200,000
Grit Removal System Modifications		\$0		\$0	14	\$125,000		\$0		\$0		\$125,000
Portologics Replacement		\$0		\$0	14	\$200,000		\$0		\$0		\$200,000
North Avenue Lift Station Controls		\$0		\$0	14	\$75,000		\$0		\$0		\$75,000
Sewer Line Reconstruction / Relining Program		\$0		\$0	14	\$1,000,000		\$0		\$0		\$1,000,000
Mini Storm Sewer Program		\$0		\$0	14	\$50,000		\$0		\$0		\$50,000
Aeration Blower Number Five		\$0		\$0		\$0		\$0	14	\$350,000		\$350,000
Ferric Chloride Tank Replacement		\$0		\$0		\$0		\$0	14	\$150,000		\$150,000
Administrative Building Roof Replacement		\$0		\$0		\$0		\$0	14	\$400,000		\$400,000
Sewer Line Reconstruction / Relining Program		\$0		\$0		\$0		\$0	14	\$1,000,000		\$1,000,000
Mini Storm Sewer Program		\$0		\$0		\$0		\$0	14	\$50,000		\$50,000
<b>Total - Wastewater Utility</b>		<b>\$15,757,000</b>		<b>\$1,985,000</b>		<b>\$1,845,000</b>		<b>\$1,900,000</b>		<b>\$1,950,000</b>		<b>\$23,437,000</b>
<b>Motor Vehicle</b>												
<b>M</b> Street Sweeper	8,18	\$260,000		\$0		\$0		\$0		\$0		\$260,000
One Ton Four Wheel Drive Dump Truck	8,11,18	\$66,000		\$0		\$0		\$0		\$0		\$66,000
Zero Turn Mower (2)	8,11	\$27,000		\$0		\$0		\$0		\$0		\$27,000
Four Wheel Drive SUV (Director of Public Works)	8,11	\$40,000		\$0		\$0		\$0		\$0		\$40,000
One Ton Utility Box Truck (3)	8,11	\$124,500		\$0		\$0		\$0		\$0		\$124,500
One Half Ton Four Wheel Drive Pickup Truck (2)	8,11	\$60,000		\$0		\$0		\$0		\$0		\$60,000
Street Sweeper		\$0	8,18	\$265,000		\$0		\$0		\$0		\$265,000
Three Quarter Ton Four Wheel Drive Pickup Truck (2)		\$0	8,11,18	\$62,000		\$0		\$0		\$0		\$62,000
One Half Ton Four Wheel Drive Pickup Truck (3)		\$0	8,11	\$90,000		\$0		\$0		\$0		\$90,000
Skid Steer		\$0	8,11	\$55,000		\$0		\$0		\$0		\$55,000
Passenger Van (Mayor)		\$0	8,11	\$35,000		\$0		\$0		\$0		\$35,000
Tandem Axle Dump Truck (2)		\$0		\$0	8,11,18	\$520,000		\$0		\$0		\$520,000
One Half Ton Four Wheel Drive Pickup Truck / V Plow (2)		\$0		\$0	8,11	\$67,000		\$0		\$0		\$67,000

2021 - 2025 Capital Improvement Program List

Color / Abbreviation Key:												
Yellow - Previously approved in same year												
Blue - Previously approved in a different year												
Orange - Changed from 5/4/2020 Document												
M - Mandatory for 2021 only												
<b>Motor Vehicle - continued</b>												
	2021	2022	2023	2024	2025	Total						
	Executive	Executive	Executive	Executive	Executive	Executive						
Tri-Axle Dump Truck	\$0	\$0	\$0	8,18	\$275,000	\$0	\$275,000					
One Ton Four Wheel Drive Dump Truck (2)	\$0	\$0	\$0	8,11	\$150,000	\$0	\$150,000					
Three Quarter Ton Four Wheel Drive Pickup (2)	\$0	\$0	\$0	8,11	\$68,000	\$0	\$68,000					
Zero Turn Mower (2)	\$0	\$0	\$0	8,11	\$29,000	\$0	\$29,000					
Tri-Axle Dump Truck	\$0	\$0	\$0		\$0	8,11,18	\$275,000	\$275,000				
Street Sweeper	\$0	\$0	\$0		\$0	8,11	\$275,000	\$275,000				
<b>Total - Motor Vehicle</b>	\$577,500	\$507,000	\$587,000		\$522,000	\$550,000	\$2,743,500					
<b>Mead Public Library</b>												
<b>M</b> HVAC Control Replacement	11	\$66,278	\$0	\$0	\$0	\$0	\$66,278					
<b>Mead Public Library - continued</b>												
HVAC Control Replacement	\$0	11	\$66,278	\$0	\$0	\$0	\$66,278					
<b>Total - Mead Public Library</b>	\$66,278	\$66,278	\$0	\$0	\$0	\$0	\$132,556					
<b>Parking Utility</b>												
Utility Pickup Truck	8,18	\$35,000	\$0	\$0	\$0	\$0	\$35,000					
John Deere Pro Style Gator	\$0	8,18	\$20,000	\$0	\$0	\$0	\$20,000					
Coin Meter Replacement	\$0	18	\$250,000	\$0	\$0	\$0	\$250,000					
One and One-Half Ton Heavy Duty Pickup	\$0	\$0	8,18	\$60,000	\$0	\$0	\$60,000					
Riverfront Parking Lots	\$0	\$0	\$0	18	\$600,000	\$0	\$600,000					
<b>Total - Parking Utility</b>	\$35,000	\$270,000	\$60,000	\$600,000	\$0	\$965,000						
<b>Transit Utility</b>												
<b>M</b> Paratransit Vehicle	9,11	\$80,000	\$0	\$0	\$0	\$0	\$80,000					
Transit Facility Maintenance Updates	9	\$200,000	\$0	\$0	\$0	\$0	\$200,000					
Paratransit Vehicle (2)	9	\$180,000	\$0	\$0	\$0	\$0	\$180,000					
Fixed Route Revenue Buses (3)	\$0	9	\$1,380,000	\$0	\$0	\$0	\$1,380,000					
Fixed Route Revenue Buses (5)	\$0	9	\$2,300,000	\$0	\$0	\$0	\$2,300,000					
<b>Total - Transit Utility</b>	\$460,000	\$3,680,000	\$0	\$0	\$0	\$4,140,000						

2021 - 2025 Capital Improvement Program List

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M - Mandatory for 2021 only												
<u>Executive</u>												
<u>Executive</u>												
<u>Executive</u>												
<u>Executive</u>												
<u>Executive</u>												
<u>Executive</u>												
<b>Cable TV</b>												
Studio TriCaster Replacement		\$0	8,18	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
<b>Total - Cable TV</b>		\$0		\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
<b>Information Technology Fund</b>												
M Microsoft Exchange (email) Server Upgrade	18	\$45,000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,000
M SINC Redundant Internet Connection	18	\$125,000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000
M WWTP Data Center Firewalls	18	\$25,000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
M IBMi Retirement - Software Acquisition	18	\$35,000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,000
Microsoft Office Upgrade		\$0	18	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,000
SINC City Hall Redundant Solution		\$0	18	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
IBMi Retirement - Software Acquisition		\$0	18	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
<b>Information Technology Fund - continued</b>												
IBMi Retirement - Software Acquisition		\$0		\$0	18	\$35,000		\$0		\$0	\$0	\$35,000
Asset Management - Department of Public Works		\$0		\$0		\$0	18	\$95,000		\$0	\$0	\$95,000
IBMi Retirement - Software Acquisition		\$0		\$0		\$0		\$0	18	\$35,000		\$35,000
<b>Total - Information Technology</b>		\$230,000		\$140,000		\$35,000		\$95,000		\$35,000		\$535,000
<b>Water Utility*</b>												
M Raw Water Improvement Project - Phase 1	12	\$1,850,000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,850,000
M Taylor Hill Coating and Roof Repairs	14	\$1,000,000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
M Utility Truck and Vehicle Replacements	14	\$85,000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85,000
M Meter System Replacements	14	\$103,000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$103,000
M Water Mains	14	\$2,000,000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000
M Facility Operations - Distribution Upgrade	14	\$980,000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$980,000
Raw Water Improvement Project - Phase 2		\$0	12	\$4,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000,000
Utility Equipment and Vehicle Replacements		\$0	14	\$290,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$290,000
Meter System Replacements		\$0	14	\$87,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$87,000
Water Mains		\$0	14	\$2,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250,000
Facility Operations - Distribution Upgrade		\$0	14	\$650,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$650,000
Raw Water Improvement Project - Phase 3		\$0		\$0	12	\$11,750,000		\$0		\$0	\$0	\$11,750,000

2021 - 2025 Capital Improvement Program List

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<b>M</b> - Mandatory for 2021 only												
		<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>
<b>Water Utility* - continued</b>												
Utility Equipment Replacement		\$0	\$0	14	\$50,000		\$0		\$0		\$50,000	
Meter System Replacements		\$0	\$0	14	\$98,000		\$0		\$0		\$98,000	
Water Mains		\$0	\$0	14	\$1,950,000		\$0		\$0		\$1,950,000	
Facility Operations - Distribution Upgrade		\$0	\$0	14	\$375,000		\$0		\$0		\$375,000	
Raw Water Improvement Project - Phase 4		\$0	\$0		\$0	12	\$15,175,000		\$0		\$15,175,000	
Utility Equipment and Vehicle Replacements		\$0	\$0		\$0	14	\$240,000		\$0		\$240,000	
Meter System Replacements		\$0	\$0		\$0	14	\$109,000		\$0		\$109,000	
Water Mains		\$0	\$0		\$0	14	\$1,800,000		\$0		\$1,800,000	
Facility Operations - Distribution Upgrade		\$0	\$0		\$0	14	\$1,420,000		\$0		\$1,420,000	
Utility Vehicle Replacement		\$0	\$0		\$0		\$0	14	\$50,000		\$50,000	
Meter Systems Replacements		\$0	\$0		\$0		\$0	14	\$157,000		\$157,000	
Water Mains		\$0	\$0		\$0		\$0	14	\$2,150,000		\$2,150,000	
Facility Operations - Distribution Upgrade		\$0	\$0		\$0		\$0	14	\$430,000		\$430,000	
<b>Total - Water Utility*</b>		\$6,018,000	\$7,277,000		\$14,223,000		\$18,744,000		\$2,787,000		\$49,049,000	
<b>TOTAL EXPENDITURES</b>		\$36,934,978	\$23,341,678		\$23,031,400		\$30,694,000		\$14,910,000		\$128,912,056	
*For Informational Purposes Only.												

2021 - 2025 Capital Improvement Program List

Color / Abbreviation Key:									
Yellow - Previously approved in same year									
Blue - Previously approved in a different year	2021	2022	2023	2024	2025	Total			
Orange - Changed from 5/4/2020 Document									
M - Mandatory for 2021 only	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>		
<b>CIP SUMMARY TOTALS BY DEPARTMENT</b>									
Total - City Buildings	\$262,000	\$550,000	\$100,000	\$250,000	\$1,000,000	\$2,162,000			
Total - Police	\$243,000	\$269,000	\$279,000	\$237,000	\$186,000	\$1,214,000			
Total - Fire & Rescue	\$945,000	\$601,000	\$866,000	\$586,000	\$1,667,000	\$4,665,000			
Total - Public Works	\$9,666,200	\$4,471,400	\$5,036,400	\$5,510,000	\$6,735,000	\$31,419,000			
Total - City Development	\$2,675,000	\$3,500,000	\$0	\$2,250,000	\$0	\$8,425,000			
Total - Wastewater Utility	\$15,757,000	\$1,985,000	\$1,845,000	\$1,900,000	\$1,950,000	\$23,437,000			
Total - Motor Vehicle	\$577,500	\$507,000	\$587,000	\$522,000	\$550,000	\$2,743,500			
Total - Mead Public Library	\$66,278	\$66,278	\$0	\$0	\$0	\$132,556			
Total - Parking Utility	\$35,000	\$270,000	\$60,000	\$600,000	\$0	\$965,000			
Total - Transit Utility	\$460,000	\$3,680,000	\$0	\$0	\$0	\$4,140,000			
Total - Cable TV	\$0	\$25,000	\$0	\$0	\$0	\$25,000			
Total - Information Technology	\$230,000	\$140,000	\$35,000	\$95,000	\$35,000	\$535,000			
Subtotal - Excluding Water Utility*	\$30,916,978	\$16,064,678	\$8,808,400	\$11,950,000	\$12,123,000	\$79,863,056			
Total - Water Utility*	\$6,018,000	\$7,277,000	\$14,223,000	\$18,744,000	\$2,787,000	\$49,049,000			
<b>Total Capital Improvements</b>	<b>\$36,934,978</b>	<b>\$23,341,678</b>	<b>\$23,031,400</b>	<b>\$30,694,000</b>	<b>\$14,910,000</b>	<b>\$128,912,056</b>			
*For Informational Purposes Only.									

VII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. May 18, 2020.

Your Committee to whom was referred R. O. No. 180-19-20 by City Clerk submitting a communication from Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds be allocated to them for fiscal year 2020; recommends granting the request.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

4.3.

R. O. No. 180 - 19 - 20. By CITY CLERK. April 8, 2020.

Submitting a communication from Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal year 2020.

Finances  
Personnel  
2020-2021  
next  
grant

\_\_\_\_\_  
CITY CLERK



March 26, 2020

Common Council  
City of Sheboygan  
828 Center Ave.  
Sheboygan, WI 53081

Dear Common Council,

The Harbor Centre Business Improvement District requests that the City of Sheboygan release all funds collected on our behalf and those funds allocated for us for fiscal year 2020.

Thank you for your help in this matter.

Sincerely,

Paul Rudnick, Board President



IV

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. May 18, 2020.

Your Committee to whom was referred pursuant to R. O. No. 4-20-21 by City Clerk submitting various license applications; recommends granting the licenses:

CLASS "A" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3245	Festival Foods	595 S. Taylor Drive
2532	Fischer's Food & Liquor	4554 S. 12 <sup>th</sup> Street
1193	Kwik Trip #361	1618 Calumet Drive
1998	Kwik Trip #780	2622 S. Business Drive
2920	Kwik Trip #873	625 S. Taylor Drive
2763	Kwik Trip #897	2033 North Avenue
3382	Meijer Gas Station #305	902 N. Taylor Drive
3287	Sheboygan BP	1030 S. 14 <sup>th</sup> Street

"CLASS A" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3381	Meijer Store #305	924 N. Taylor Drive
2820	Superior Discount Liquors	823 S. 8 <sup>th</sup> Street
2702	Tietz's Piggly Wiggly #331	2905 N. 15 <sup>th</sup> Street
3214	Tietz's Piggly Wiggly #332	3124 S. Business Drive

"CLASS B" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3146	Bumps Grill Tavern	1902 S. 12 <sup>th</sup> Street
1833	Champs Sports Bar & Grill	1501 Indiana Avenue
1511	Denny's Bar	2140 Calumet Drive
1516	Emmer's	906 S. 15 <sup>th</sup> Street
1795	Luigi's Italian Restaurant	2910 Kohler Memorial Drive
1699	On the House	1153 High Avenue
3427	Pacifico Bar and Grill	820 Indiana Avenue
3217	Parker Johns BBQ & Pizza	705 Riverfront Drive
3355	Sharpies on Broadway	1645 S. 12 <sup>th</sup> Street
2100	Whats Up Bar & Grill	1635 Michigan Avenue
3250	Work Zone Bar and Grill	4604 S. Business Drive

CLASS "B" BEER LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1328	Sheboygan Athletic Club	2338 New Jersey Avenue
2445	La Conquistadora	1218 Indiana Avenue
3018	Pho Vn	2209 S. Business Drive
3407	Taqueria Sheboygan	1410 Indiana Avenue
3358	The Greek Corner	1402 S. 8 <sup>th</sup> Street
2604	Z Spot Espresso & Coffee, Inc.	1024 Indiana Avenue

"CLASS C" LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3018	Pho Vn	2209 S. Business Drive
3407	Taqueria Sheboygan	1410 Indiana Avenue
3358	The Greek Corner	1402 S. 8 <sup>th</sup> Street
2604	Z Spot Espresso & Coffee, Inc.	1024 Indiana Avenue

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

VI

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. May 18, 2020.

Your Committee to whom was referred pursuant to R. O. No. 5-20-21 by City Clerk submitting various license applications; recommends granting the licenses:

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3158	Elliot, Kathleen A.	152 14 <sup>th</sup> Street, Fond du Lac
3163	Elliot, David A.	152 14 <sup>th</sup> Street, Fond du Lac
6169	Jeske, Amanda A.	2109 N. 12 <sup>th</sup> Street
3173	Licari, Isabella R.	2225 N. 10 <sup>th</sup> Street
3164	Maurer-Pfister, Angela M.	2332 Carmen Avenue Apt. 4K
7580	Willis, Rita A.	126 Lake Court
3176	Willis, Thomas J.	126 Lake Court

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7407	Baird, Jerry E. *Club*	557 Upper Road, Kohler
6748	Bresser, Matt J.	W2385 County Line Rd, Cleveland
4552	Daun, Duane R. *Club*	928 Wisconsin Avenue #317
1250	Dewane, Elaine M.	2839 N. Apache Road
7112	Gutschow, Tyson R. *Club*	4881 Dennwood Drive
8692	Jensen, Kurt R.	627 Saint Clair Avenue
1314	Johnston, Kristen D.	1608A N. 11 <sup>th</sup> Street
1245	Little, Elizabeth M.	914 Logan Avenue
7941	Mauer, Dale L.	2917 S. 15 <sup>th</sup> Street
1515	McMurray, Scott J. *Club*	1120 Aspen Court Unit C, Kohler
2650	Munnik, Bryan A.	W2672 Cty Road PPP, Sheboygan Falls
2614	Raml, Jennifer L.	1020 Covington Dr., Sheboygan Falls
9583	Roehrborn, Becky J.	2027 N. 7 <sup>th</sup> Street
4552	Sauer, Andrew D. *Club*	1006 N. 17 <sup>th</sup> Street

6368 Schmidt, Tiffany L.  
6444 Schmidtke, James B.  
2411 Sharp, Christa A.  
2136 Severance, Harold W. \*Club\*  
2736 Teetzen, Bradley R.  
2405 Timm, Sarah E.  
1485 Wendland, Todd EJ \*Club\*  
3502 Wolff Sr., Richard A.

1622 N. 25<sup>th</sup> Street  
N6137 Center Ave., Sheboygan Falls  
502 N. 28<sup>th</sup> Street  
2503 N. 26<sup>th</sup> Street  
307 Riverhills Dr., Sheboygan Falls  
2732 Geele Avenue  
3106 N. 27<sup>th</sup> Street  
1622 N. 25<sup>th</sup> Street

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

VII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. May 18, 2020.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 6-20-21 by City Administrator Darrell Hofland submitting the 2021 Budget Schedule; recommends filing the document.

_____	_____
_____	_____
_____	_____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

R. O. No. 6 - 20 - 21. BY CITY ADMINISTRATOR DARRELL HOFLAND.  
May 11, 2020.

Submitting for your information the 2021 Budget Schedule.

**2021 City of Sheboygan Budget Schedule**

May 4, 2020	City Administrator submits 2021 Budget Schedule to Common Council.
June 8, 2020	City Administrator discusses budget parameters with Finance and Personnel Committee.
June 15, 2020	City Administrator communicates to Management Team the parameters for 2021 Budget submittals.
August 3, 2020	Preliminary departmental budget submittals due.
August - September, 2020	City Administrator review of preliminary department budgets.
September 21, 2020	City Administrator submits Budget Resolution to Common Council.
September 22 – October 2, 2020	Standing Committee review 2021 Proposed Budget and submit recommendations to Common Council on October 5.
September 25, 2020	Publish Notice of Public Hearing on 2021 Proposed Budget.
October 5, 2020	Committee of the Whole review.
October 19, 2020	Committee of the Whole refers final 2021 Proposed Budget to Common Council.
October 19, 2020	Public Hearing on 2021 Proposed Budget.
November 2, 2020	Common Council to adopt the Budget Resolution.

FAP  
file

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City Administrator Darrell Hofland

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. May 18, 2020.

Your Committee to whom was referred Res. No. 2-20-21 by Alderpersons Donohue and Bohren authorizing the Information Technology Director to purchase additional network storage to support the City's growing digital storage needs; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

Res. No. 2 - 20 - 21. By Alderpersons Donohue and Bohren.  
April 21, 2020.

A RESOLUTION authorizing the Information Technology Director to purchase additional network storage to support the City's growing digital storage needs.

RESOLVED: That the Information Technology Director is hereby authorized to purchase Storage Area Networks (SAN) and a tape library backup system from Camera Corner Connecting Point, pursuant to the quotes from Camera Corner Connecting Point, copies of which are attached hereto.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the total amount of \$85,435.43 from Account No. 70717100-649100 (IT Fund-Capital Asset) in payment of same.

*Mylynn Bohren*

\_\_\_\_\_  
\_\_\_\_\_

Exp  
adopt

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor



**Camera Corner / Connecting Point**  
 529 N Monroe Ave  
 Green Bay, Wisconsin 54301  
 United States

Quotation (Open)	
<b>Date</b> Mar 26, 2020 07:58 AM CDT	<b>Expiration Date</b> 04/25/2020
<b>Modified Date</b> Mar 26, 2020 08:14 AM CDT	
<b>Doc #</b> 43956 - rev 1 of 1	
<b>Description</b> MSA2052 #1	
<b>SalesRep</b> Nelson, Chris (P) 920-438-0334	
<b>Customer Contact</b> Krueger, Jeff (P) 920-783-6760 Jeff.Krueger@sheboyganwi.gov	

**Customer**  
 City of Sheboygan (0019512)  
 Krueger, Jeff  
 Purchasing Dept City Hall  
 828 Center Ave  
 Sheboygan, WI 53081  
 United States

**Bill To**  
 City of Sheboygan  
 Krueger, Jeff  
 828 Center Ave  
 Sheboygan, WI 53081  
 United States

**Ship To**  
 City of Sheboygan  
 Krueger, Jeff  
 828 Center Ave  
 Sheboygan, WI 53081  
 United States

<b>Customer PO:</b>	<b>Terms:</b> Undefined	<b>Ship Via:</b> FedEx Ground
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Description	Qty	Unit Price	Total
1	HPE Modular Smart Array 2052 SAN Dual Controller LFF Storage Solid state / hard drive array - 1.6 TB - 12 bays (SAS-2) - SSD 800 GB x 2 - rack-mountable - 2U	2	\$9,270.00	\$18,540.00
2	HPE Midline Hard drive - 14 TB - 3.5" LFF - SAS 12Gb/s - 7200 rpm	8	\$1,558.00	\$12,464.00
3	HPE Midline Hard drive - 14 TB - 3.5" LFF - SAS 12Gb/s - 7200 rpm (pack of 6)	2	\$8,218.00	\$16,436.00
4	HPE Foundation Care Next Business Day Service with Defective Media Retention Extended service agreement - parts and labor - 5 years - on-site - 9x5 - response time: NBD	2	\$4,181.00	\$8,362.00
5	HPE Aruba Direct Attach Copper Cable 10GBase direct attach cable - SFP+ (M) to SFP+ (M) - 10 ft - twinaxial - passive	6	\$120.00	\$720.00

**IMPORTANT:** All deliveries, especially LFD (Large Format Displays)/TV's, need to be opened, turned on and inspected thoroughly for concealed damage within 5 days of receipt to ensure full value replacement. For further details, please refer to our [Order Receiving Guidelines at www.cccp.com/return-policy](http://www.cccp.com/return-policy).

**Subtotal:** \$56,522.00  
**Tax (0.000%):** \$0.00  
**Shipping:** \$98.38  
**Total:** \$56,620.38

Orders converted from this quote, as authorized by the customer, acknowledges the customer has read our Return Policies and Conditions located on the Company Info page of the Camera Corner/Connecting Point website [www.cccp.com](http://www.cccp.com)



**Camera Corner / Connecting Point**  
529 N Monroe Ave  
Green Bay, Wisconsin 54301  
United States

<b>Quotation (Open)</b>	
<b>Date</b> Mar 31, 2020 03:40 PM CDT	<b>Expiration Date</b> 04/30/2020
<b>Modified Date</b> Apr 03, 2020 07:59 AM CDT	
<b>Doc #</b> 44112 - rev 1 of 1	
<b>Description</b> HPE MSL2024 0-Drive Tape Library	
<b>SalesRep</b> Nelson, Chris (P) 920-438-0334	
<b>Customer Contact</b> Krueger, Jeff (P) 920-783-6760 Jeff.Krueger@sheboyganwi.gov	

**Customer**  
City of Sheboygan (0019512)  
Krueger, Jeff  
Purchasing Dept City Hall  
828 Center Ave  
Sheboygan, WI 53081  
United States

**Bill To**  
City of Sheboygan  
Krueger, Jeff  
828 Center Ave  
Sheboygan, WI 53081  
United States

**Ship To**  
City of Sheboygan  
Krueger, Jeff  
828 Center Ave  
Sheboygan, WI 53081  
United States

<b>Customer PO:</b>	<b>Terms:</b> Undefined	<b>Ship Via:</b> FedEx Ground
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Description	Qty	Unit Price	Total
1	HPE StorageWorks MSL2024 Tape library - LTO Ultrium - max drives: 2 - rack-mountable - 2U - barcode reader	1	\$2,440.00	\$2,440.00
2	HPE StoreEver MSL 30750 Drive Upgrade Kit Tape library drive module - LTO Ultrium (12 TB / 30 TB) - Ultrium 8 - SAS-2 - internal - 5.25" - encryption	2	\$4,680.00	\$9,360.00
3	HPE StoreEver MSL TapeAssure Advanced License - electronic	1	\$1,800.00	\$1,800.00
4	HPE Ultrium Universal Cleaning Cartridge LTO Ultrium - orange - cleaning cartridge	2	\$75.00	\$150.00
5	HPE 1 Mini SAS HD - 4 Mini SAS FO 2M Cable	2	\$234.00	\$468.00
6	HPE Non Custom Labeled Library Pack Storage library cartridge magazine - capacity: 20 LTO tapes	2	\$2,917.00	\$5,834.00
7	HPE 5Y Foundation Care NBD Service	1	\$4,192.00	\$4,192.00

**IMPORTANT:** All deliveries, especially LFD (Large Format Displays)/TV's, need to be opened, turned on and inspected thoroughly for concealed damage within 5 days of receipt to ensure full value replacement. For further details, please refer to our **Order Receiving Guidelines** at [www.cccp.com/return-policy](http://www.cccp.com/return-policy).

<b>Subtotal:</b>	<b>\$24,244.00</b>
Tax (0.000%):	\$0.00
Shipping:	\$131.51
<b>Total:</b>	<b>\$24,375.51</b>

Orders converted from this quote, as authorized by the customer, acknowledges the customer has read our Return Policies and Conditions located on the Company Info page of the Camera Corner/Connecting Point website [www.cccp.com](http://www.cccp.com)



**Camera Corner / Connecting Point**  
 529 N Monroe Ave  
 Green Bay, Wisconsin 54301  
 United States

**Quotation (Open)**

<b>Date</b> Mar 26, 2020 10:01 AM CDT	<b>Expiration Date</b> 04/25/2020
<b>Modified Date</b> Mar 26, 2020 10:30 AM CDT	
<b>Doc #</b> 43968 - rev 1 of 1	
<b>Description</b> DL160 Server	
<b>SalesRep</b> Nelson, Chris (P) 920-438-0334	
<b>Customer Contact</b> Krueger, Jeff (P) 920-783-6760 Jeff.Krueger@sheboyganwi.gov	

**Customer**  
 City of Sheboygan (0019512)  
 Krueger, Jeff  
 Purchasing Dept City Hall  
 828 Center Ave  
 Sheboygan, WI 53081  
 United States

**Bill To**  
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 828 Center Ave  
 Sheboygan, WI 53081  
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**Ship To**  
 City of Sheboygan  
 Krueger, Jeff  
 828 Center Ave  
 Sheboygan, WI 53081  
 United States

<b>Customer PO:</b>	<b>Terms:</b> Undefined	<b>Ship Via:</b> FedEx Ground
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Description	Qty	Unit Price	Total
1	HPE ProLiant DL160 Gen10 Server - rack-mountable - 1U - 2-way - 1 x Xeon Silver 4208 / 2.1 GHz - RAM 16 GB - SATA - hot-swap 2.5" - no HDD - GigE - monitor: none	1	\$1,220.00	\$1,220.00
2	HPE Power supply - hot-plug / redundant (plug-in module) - Flex Slot - 80 PLUS Platinum - AC 100-240 V - 500 Watt - 563 VA	1	\$195.00	\$195.00
3	HPE 568FLR-T Network adapter - 10Gb Ethernet x 2	1	\$198.00	\$198.00
4	HPE Smart Array E208i-a SR Gen10 Storage controller (RAID) with low profile heatsink - 8 Channel - SATA 6Gb/s / SAS 12Gb/s - 12 Gbit/s - RAID 0, 1, 5, 10 - PCIe 3.0 x8	1	\$188.00	\$188.00
5	HPE Enterprise Hard drive - 1.2 TB - hot-swap - 2.5" SFF - SAS 12Gb/s - 10000 rpm - with HPE SmartDrive carrier	2	\$295.00	\$590.00
6	HPE Integrated Lights-Out Advanced License + 3 Years 24x7 Support - 1 server	1	\$360.00	\$360.00
7	HPE SmartMemory DDR4 - 16 GB - DIMM 288-pin - 2933 MHz / PC4-23400 - CL21 - 1.2 V - registered - ECC	1	\$170.00	\$170.00
8	HPE 96W Smart Storage Battery lithium ion	1	\$92.00	\$92.00
9	HPE Smart Array E208e-p SR Gen10 Storage controller (RAID) - 8 Channel - SATA 6Gb/s / SAS 12Gb/s - 12 Gbit/s - RAID 0, 1, 5, 10 - PCIe 3.0 x8	1	\$217.00	\$217.00
10	HPE Foundation Care Next Business Day Service Extended service agreement - parts and labor - 5 years - on-site - 9x5 - response time: NBD - for ProLiant DL160 Gen10	1	\$1,163.00	\$1,163.00

**IMPORTANT:** All deliveries, especially LFD (Large Format Displays)/TV's, need to be opened, turned on and inspected thoroughly for concealed damage within 5 days of receipt to ensure full value replacement. For further details, please refer to our **Order Receiving Guidelines** at [www.cccp.com/return-policy](http://www.cccp.com/return-policy).

<b>Subtotal:</b>	<b>\$4,393.00</b>
Tax (0.000%):	\$0.00
Shipping:	\$46.54
<b>Total:</b>	<b>\$4,439.54</b>

Orders converted from this quote, as authorized by the customer, acknowledges the customer has read our Return Policies and Conditions located on the Company Info page of the Camera Corner/Connecting Point website [www.cccp.com](http://www.cccp.com)

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. May 18, 2020.

Your Committee to whom was referred Res. No. 3-20-21 by Alderpersons Donohue and Bohren authorizing a grant application to the Sheboygan County Stewardship Fund for a recreational trail along the Sheboygan River at Kiwanis Park; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

3.3

Res. No. 3 - 20 - 21 . By Alderpersons Donohue and Bohren. April 21, 2020.

A RESOLUTION authorizing a grant application to the Sheboygan County Stewardship Fund for a recreational trail along the Sheboygan River at Kiwanis Park.

WHEREAS, in November of 2000, the voters of Sheboygan County approved the establishment of a County Stewardship Fund to develop recreation opportunities and help conserve Sheboygan County's Natural Resources; and

WHEREAS, the County Stewardship Fund supports project development, purchase of development rights, land acquisition, and restoration; and

WHEREAS, cities are among the organizations that may apply for grant funds for this program; and

WHEREAS, the City has identified as a priority in its "Kiwanis Park Master Plan" the construction of a recreational trail along the Sheboygan River; and

WHEREAS, said construction is the type of project intended to be funded through the County Stewardship Fund.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to act on behalf of the City of Sheboygan to:

- Submit a grant application to the Sheboygan County Stewardship Program for financial assistance;
- Sign all necessary documents related to said grant application; and
- Take all necessary actions to undertake, direct, and complete the approved project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to use funds from the Community Development Block Grant Program as matching funds related to this grant request sufficient to complete the project.

Exp  
adopt

BE IT FURTHER RESOLVED: That the City of Sheboygan recognizes and acknowledges the long-term ownership and management responsibilities associated with this Sheboygan County Stewardship Fund Grant Program, and will meet its obligations under the Stewardship Grant Agreement for the project.

*My Lynne Nowlin*

\_\_\_\_\_  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



# STEWARDSHIP GRANT AGREEMENT



<b>SPONSOR:</b>	Sheboygan County
<b>APPLICANT:</b>	City of Sheboygan
<b>PROJECT SCOPE AND DESCRIPTION OF PROJECT:</b>	Project Development: Kiwanis Park Multi-purpose Trail
<b>PERIOD COVERED BY THIS AGREEMENT:</b>	July 21th, 2020 – July 21th, 2021

## PROJECT COSTS

Total Award:	\$24,640
Paid at Execution of Agreement:	\$12,320
Paid by Project Completion Date:	\$12,320

The persons signing for the Sponsor represent both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

City of Sheboygan  
(Grantee)

Sheboygan County  
(Sponsor)

By: Michael Vandersteen  
(Signature)

By: [Signature]  
(Signature)

Michael Vandersteen  
(Printed name)

Aaron Brault  
(Printed name)

Mayor  
(Title)

Director  
(Title)

8/26/20  
(Date)

7/20/2020  
(Date)

Meredith DeBruin  
City Clerk

**Be sure to read and understand the information on the accompanying page as some changes have been made. Please retain invoices and/or receipts to be submitted to the Department to in order to receive payment.**

1. Sheboygan County, through its Planning and Conservation Department (Department) and the Grantee mutually agree to perform this agreement in accordance with the Sheboygan County Stewardship Program and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, maps, and also any assurances attached hereto and made a part hereof.
2. The Department hereby promises, in consideration of the covenants and agreements made by the Applicant herein, to obligate to the Applicant the amount of \$24,640 and to tender to Applicant that obligation. However, if the actual project cost is less than \$24,640, the grant payment shall be limited to the actual project cost. The Applicant hereby promises, in consideration of the promises made by the Department herein, to execute the project described herein in accordance with this Agreement.
3. The Applicant agrees to comply with all applicable Wisconsin Statutes, Wisconsin Administrative codes, and Ordinances and rules of the Sheboygan County Board in fulfilling terms of this Agreement
4. The Department agrees that the Applicant shall have sole control of the method, hours worked, and time and manner of any performance under this Agreement other than as specifically provided herein. The Department reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the performance is progressing or has been completed in compliance with the Agreement. The Department takes no responsibility of supervision or direction of the performance of the Agreement to be performed by the Applicant or the Applicant's employees or agents. The Applicant is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Applicant's employees or agents.
5. This Agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to this Agreement or other written documentation, signed by both parties, prior to the termination date of the Agreement. Time extensions and scope changes to the Agreement may be granted to the Applicant by the Department in writing without the requirements of Applicant signature.
6. The Applicant may rescind this Agreement in writing at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this Agreement may be rescinded, modified, or amended only by mutual agreement in writing.
7. Failure by the Applicant to comply with the terms of this Agreement shall not cause the suspension of all obligations of the Department hereunder if, in the judgment of the Planning Director, such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this Agreement, at the Department's discretion.
8. The Applicant agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Applicant fails to comply with the conditions of this Agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description, or this Agreement. In addition, should the Applicant fail to comply with the conditions of this Agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this Agreement may be terminated, including further project cost payment.
9. The Applicant agrees to save, keep harmless, defend, and indemnify the Department and all its officers, employees, and agents against any kind and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work in connection with this Agreement or omissions of Applicant's employees, agents, or representatives.
10. In connection with the performance of work under this Agreement, the Applicant agrees not to discriminate against any employee or applicant for employment nor against any person who may subsequently use the project because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation, arrest or conviction record, or national origin. This provision shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay, or other forms of compensation; selection for training, including apprenticeship, and in the subsequent use and enjoyment of the project.
11. Applicant shall establish and maintain adequate records of all expenditures incurred under this Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Department and its duly authorized representatives shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this Agreement by the Applicant. Copies of invoices and/or receipts for specific items or services purchased will be required for reimbursement; for acquisition projects, a copy of the deed must also be submitted. The Applicant shall retain all documents applicable to the Agreement for a period of not less than two (2) years after the final payment is made, or longer where required by law.
12. The Department reserves the right to cancel this Agreement in whole or in part without penalty due to nonappropriation of funds by the Sheboygan County Board.

13. Applicant agrees to post a minimum of one Sheboygan County Stewardship Fund Grant sign, provided by the Department, at the project site for a minimum of 5 years after acquisition has been finalized or the project development process has been completed.

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. May 18, 2020.

Your Committee to whom was referred Res. No. 7-20-21 by Alderpersons Wolf and Sorenson authorizing the City Engineer to enter into a Contract with JT Engineering, Inc. for a traffic study regarding the intersection of N. 6<sup>th</sup> Street and New York Avenue; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

3.7


Res. No. 1 - 20 - 21. By Alderpersons Wolf and Sorenson.  
April 21, 2020.

A RESOLUTION authorizing the City Engineer to enter into a Contract with JT Engineering, Inc. for a traffic study regarding the intersection of N. 6<sup>th</sup> Street and New York Avenue.

RESOLVED: That the City Engineer is hereby authorized to execute the attached Contract with JT Engineering, Inc.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds not to exceed \$2,100.00 from Account No. 10132100-521900 (Contracted Services) pursuant to the terms of the Agreement.

Public Works adopt

  
\_\_\_\_\_  
  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20 . \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20 . \_\_\_\_\_, Mayor

**CONTRACT AGREEMENT  
BETWEEN  
THE CITY OF SHEBOYGAN  
AND  
JT ENGINEERING, INC.**

**ENGINEERING SERVICES FOR THE COMPLETION OF  
6<sup>TH</sup> STREET AND NEW YORK AVENUE INTERSECTION STUDY  
CITY OF SHEBOYGAN**

This Contract Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020 by and between the **CITY OF SHEBOYGAN**, hereinafter referred to as the OWNER, and JT Engineering, Inc., 1077 Centennial Centre Blvd, Hobart, WI 54155 hereinafter referred to as the CONSULTANT.

The CONSULTANT acknowledges by endorsement of this Contract Agreement that: (a) the CONSULTANT has the expertise and has a thorough knowledge of the professional services required to complete the proposed work and is qualified to render such professional services, (b) CONSULTANT shall comply with all applicable laws, regulations, and orders in the performance of the work, and (c) the work shall be performed in a manner consistent with that level of care, quality and skill ordinarily exercised by others performing similar work under similar circumstances.

The parties agree as follows:

CONSULTANT shall furnish the Basic Services as outlined in the attached scope of services within 60 days (weather permitting for traffic counts) of receiving a Notice to Proceed from the City Engineer.

For all Basic Services, the OWNER agrees to compensate CONSULTANT as follows:

A Lump Sum Amount of \$2,100.00.

**Section I – BASIC SERVICES**

**1.1 Basic Services**

The services to be performed under this Contract include the evaluation of signal warrants to address the vehicular and pedestrian movements at the N. 6<sup>th</sup> Street and New York Avenue intersection.

**Section II – RESPONSIBILITIES**

**2.1 OWNER's Responsibilities**

2.1.1 Assist and cooperate with the CONSULTANT in completing the work in a timely and effective manner.

2.1.2 Make available to the CONSULTANT drawings, specifications and data that is currently available to the OWNER which the CONSULTANT considers pertinent to the CONSULTANT's responsibilities hereunder, all of which the CONSULTANT may rely upon in performing services hereunder except as may be specifically provided otherwise in writing.

2.1.3 Give prompt written notice to the CONSULTANT whenever the OWNER observes or otherwise becomes aware of any development that affects the scope, timing, or performance of services of the CONSULTANT.

**Section III – TIME SCHEDULE**

**3.1 Authorization**

The City Engineer shall provide a Notice to Proceed to CONSULTANT. The Parties expect that the Notice to Proceed will occur in Fall 2020, but recognize that the Basic Services require representative traffic patterns, which could be after Fall 2020.

### 3.2 Expeditious Performance

The CONSULTANT recognizes that the services under this Contract are to be performed as expeditiously as practical after Authorization to Proceed. Every reasonable effort will be made to substantially complete the Basic Services within the period described above.

## Section IV – INVOICES AND PAYMENT

### 4.1 Invoices

Invoices shall be submitted once a month or upon completion of services, whichever occurs earlier, for services provided under Section 1.

### 4.2 Payment

4.2.1 The OWNER shall pay the CONSULTANT based on the monthly invoices.

4.2.2 It is expressly understood and agreed by both parties that the CONSULTANT will be paid by the OWNER within 30 days after receipt of the invoice provided by the CONSULTANT unless the OWNER contests part or all of the invoice within 30 days, in which case the 30 days deadline shall start when the issue has been resolved and/or a revised invoice has been issued. The OWNER agrees to process the CONSULTANT'S invoices promptly.

## Section V – CHANGES

### 5.1 Written Authorization

THE OWNER may, at any time, by written order, make changes in the services or work to be performed within the general scope of this CONTRACT.

### 5.2 Equitable Adjustment

If such changes cause an increase or decrease in the CONSULTANT'S cost of, or time required for, performance of any services under this Contract, an equitable adjustment shall be made, and this Contract shall be modified in writing accordingly.

## Section VI – DISPUTES

### 6.1 Resolution Procedure

Except as this Contract otherwise provides, in all claims, counter-claims, disputes, and other matters in question (**Dispute**) between the OWNER and CONSULTANT arising out of or relating to this Contract or the breach of it, the OWNER and CONSULTANT will negotiate a resolution of the Dispute at a reasonable time and location set by OWNER. Should negotiation be unsuccessful, mediation of the Dispute by a third party shall follow. Mediation shall be conducted in Sheboygan, WI. CONSULTANT and the OWNER agree that those disputes not settled by mediation will be decided in a court of competent jurisdiction.

6.1.1 **Negotiation** Following written notice of a Dispute, two (2) face-to-face meetings (or less if the Dispute is resolved) shall be held.

6.1.2 **Mediation** If negotiation is unsuccessful, a mutually acceptable third party (**Mediator**) having expertise in the subject of the dispute shall be engaged to mediate the Dispute. Should the OWNER and CONSULTANT be unable to reach agreement on a Facilitator, the parties will cooperate with JAMS, or another mutually agreed upon private alternative dispute resolution provider, and each other in selecting a mediator from a provided panel of neutrals and in scheduling the mediation proceedings. The fee and expenses of the Mediator shall be shared equally by the parties to the dispute.

If the mediation is unsuccessful in the resolution of said Dispute, the Dispute shall be resolved by judicial adjudication.

## Section VII – SUSPENSION OF WORK

### 7.1 Convenience of the OWNER

After issuing a Notice to Proceed, the OWNER may order CONSULTANT to suspend, delay, or interrupt all or any part of the CONSULTANT'S services for such period of time as the OWNER may determine to be appropriate for the convenience of the OWNER.

### 7.2 Adjustment in Schedule

If the performance of all or any part of the CONSULTANT'S services is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the OWNER an appropriate extension of time shall be made for any such delay in the performance of this Contract necessarily caused by such unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly.

## Section VIII – TERMINATION OF CONTRACT

### 8.1 Written Notice

It is expressly understood and agreed that the OWNER may terminate this Contract at any time by giving the CONSULTANT 10 days written notice either personally at one of the offices of the CONSULTANT or sent by registered mail, return receipt requested, to the principal office of the CONSULTANT. The CONSULTANT may terminate this Contract upon 30 days written notice in the event of nonpayment by the OWNER of CONSULTANT'S invoices rendered for a period of 60 days or in the event the OWNER otherwise substantially fails to fulfill its obligations under this Contract.

### 8.2 Adjustment for Services Performed

In the event that this Contract is terminated by either the OWNER or the CONSULTANT, the CONSULTANT shall be compensated for all services performed to the date of termination including reimbursable expenses then due. For those portions of services rendered to which this arrangement cannot be applied, payments shall be based upon reasonable rates for the CONSULTANTS actual time spent on the work.

## Section IX – INSURANCE

### 9.1 Coverage

Prior to commencing work, the CONSULTANT shall obtain and maintain in effect for the duration of this Contract at its own expense the insurance with insurance companies licensed in the State where the project is located.

### 9.2 Minimum Coverage

The minimum required coverage is the following:

**9.2.1 Worker's Compensation and Employer's Liability** Worker's Compensation and Employer's Liability in compliance with the statutory requirements of the State of Wisconsin.

**9.2.2 General Liability** Commercial general liability insurance covering operations, completed operations, contractual agreements, and independent contractors, each with minimum limits of liability on an occurrence basis as set forth below:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Operations Aggregate	\$2,000,000
Personal Injury	\$1,000,000

**9.2.3 Professional Liability** Liability insurance in an amount of at least \$1,000,000 total limit of liability per claim and aggregate with a maximum deductible amount of \$50,000.

## Section X – GENERAL PROVISIONS

### 10.1 Independent

CONSULTANT represents that it is an independent contractor and is not an employee of the OWNER.

### 10.2 Indemnification

OWNER hereby agrees to indemnify, pay for defense, and hold CONSULTANT harmless from and against any and all losses, damages, settlement, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character relating to the negligent acts, errors, and/or omissions of the OWNER, its employees, agents and third parties who perform any of the services of OWNER hereunder, and anyone else for whose acts the OWNER is responsible under this contract.

CONSULTANT hereby agrees to indemnify, pay for defense, and hold OWNER harmless from and against any and all losses, damages, settlement, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character relating to the negligent acts, errors, and/or omissions of the CONSULTANT, its employees, agents and third parties who perform any of the services of CONSULTANT hereunder, and anyone else for whose acts the CONSULTANT is responsible under this contract.

### 10.3 Interpretation

Interpretation and enforcement of this Contract shall be in accordance with the laws of the State of Wisconsin.

### 10.4 Notices

Written notices may be delivered in person or by certified mail, or by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party.

### 10.5 Applicable Law

If applicable to this Contract, CONSULTANT will comply with the requirements of:

10.5.1 The Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended.

10.5.2 Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507), and

10.5.3 All other federal, state and local laws and regulations or orders issued under such laws.

### 10.6 Entire Agreement

This Contract, including any schedules, attachments and referenced documents, is the entire agreement between the OWNER and the CONSULTANT. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Contract shall be in writing and signed by the OWNER and CONSULTANT.

### 10.7 Open Records

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

**10.8 Conflict of Interest**

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

**10.9 Waiver**

No failure of either party to enforce a term of this Contract 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 Contract shall be considered to be a waiver of any other term or breach thereof.

**10.10 Severability**

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of the Contract 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 Contract 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 Section shall not prevent this Contract from being void should a provision which is of the essence of this Contract be determined void.

**Execution Authority** This Contract is a valid and authorized undertaking of the OWNER and CONSULTANT. The representatives of the OWNER and CONSULTANT who have signed below have been authorized to do so. IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year shown on the cover page.

**JT Engineering, Inc.**  
1077 Centennial Centre Blvd  
Hobart, WI 54155

**City of Sheboygan**  
2026 New Jersey Avenue  
Sheboygan, WI 53081

By: \_\_\_\_\_  
Rich Glen, PE  
Vice President

By: \_\_\_\_\_  
Ryan Sazama  
City Engineer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1  
SCOPE OF SERVICES COMMENTARY**

**N. 6<sup>TH</sup> STREET AND NEW YORK AVENUE INTERSECTION CONTROL TRAFFIC STUDY  
CITY OF SHEBOYGAN**

GENERAL – This contract covers the traffic engineering services to evaluate the need and warrants to address the vehicular and pedestrian movements associated with the N. 6<sup>th</sup> St. and New York Avenue intersection.

For the total project costs, the scope is as follows:

I. Data Collection

- A. Collect two (2) 13-hour traffic turning movement counts at the N. 6<sup>th</sup> Street intersection with New York Avenue on weekdays from 6 AM to 7 PM.
  - 1. Conducted to WisDOT standards utilizing Miovision
  - 2. Cars, trucks, busses, bikes, and pedestrians counted separately in 15-minute intervals
  - 3. Videos of traffic available to the OWNER if requested
  - 4. City to provide dates when nearby church activities are occurring for one count. Typical weekday for the second count.
- B. Collect data from aerial internet imagery to determine intersection geometric data, distances between intersections and any turn bay lengths

II. Analysis

- A. Crash Analysis
  - 1. Review crash history to determine the existence of crash trends
    - a. City to provide the crash reports
    - b. Recommendations for improvements will be made if trends exist
- B. Warrant Analysis
  - 1. Analyze the study area intersection for the typical weekday AM and PM peak hours for the following conditions:
    - a. All Way Stop Warrant analysis consistent with guidance set forth in the Manual on Uniform Traffic Control Devices and as supplemented by the State of Wisconsin.
  - 2. Provide recommendations for the traffic control at the N. 6<sup>th</sup> Street and New York Avenue intersection.

III. Reporting

- A. Submit draft Intersection Control Analysis Report documenting the findings from the Analysis stage
  - 1. Submitted electronically to Owner for Review and Comment
  - 2. Includes text, tables, and appendix
  - 3. Owner to provide comments to Consultant
- B. Submit final Intersection Control Analysis Report to the City of Sheboygan
  - 1. No revisions to the final report are included in this contract. Any revisions will be considered additional work and will require a contract amendment.

- IV. Meetings— no formal meetings are included in this contract. Informal calls and discussions to coordinate the project will be held as needed.

V. Schedule

- A. Draft Intersection Control Analysis Report will be delivered to the City of Sheboygan within 2 weeks of receiving a Notice to Proceed from the City Engineer (weather permitting for traffic counts).
- B. Final Intersection Control Analysis Report will be delivered to the City of Sheboygan within 2 working days of receiving comments from the City.

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. May 18, 2020.

Your Committee to whom was referred Res. No. 8-20-21 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to enter into a contract with Kaschak Roofing Inc. to replace a portion of the roof of the New Water Treatment Building at the Waste Water Treatment Plant and to make other expenditures related to the roof replacement; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

3.8

Res. No. 8 - 20 - 21. By Alderpersons Wolf and Sorenson.  
April 21, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Kaschak Roofing Inc. to replace a portion of the roof of the New Water Treatment Building at the Waste Water Treatment Plant and to make other expenditures related to the roof replacement.

WHEREAS, pursuant to Res. No. 162-19-20, the City has advertised for bids for the replacement of a portion of the roof of the New Water Treatment Building at the Waste Water Treatment Plant (the "Work"); and

WHEREAS, the low bid for the Work was from Kaschak Roofing, Inc. in the amount of \$80,035.00 for labor and \$48,864.60 for materials; and



WHEREAS, the City will directly purchase the materials; and

WHEREAS, to avoid the appearance of serial contracting, there are additional expenditures related to the Work, at an estimated cost of \$15,500.00, which are not covered by the bid from Kaschak Roofing, Inc.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Kaschak Roofing, Inc. for the replacement of the Digester Cover Roof at the Wastewater Treatment Plant.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$100,000.00 from Account No. 60138300-621200 and \$44,500.00 from Account No. 60138300-631100 for the contract with Kaschak Roofing, Inc., the purchase of the necessary materials, and the additional expenditures related to the Work.

Public Works  
Adopt

  
\_\_\_\_\_  
  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
KASCHAK ROOFING, INC.**

**REGARDING ROOF REPLACEMENT  
AT  
SHEBOYGAN REGIONAL WASTE WATER TREATMENT FACILITY  
NEW WATER TREATMENT BUILDING**

This Agreement (“Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Kaschak Roofing, Inc. (“Contractor”).

WITNESSETH:

WHEREAS, the City is the owner of the Waste Water Treatment Plant at 3333 Lakeshore Drive, Sheboygan, Wisconsin (“Waste Water Treatment Plant”), which includes the New Water Treatment Building; and

WHEREAS, the City wishes to have the a portion of the roof of the New Water Treatment Building replaced; and

WHEREAS, the City issued Request for Bids # 1979-20 to obtain bids from qualified providers of the services needed to complete the desired roof replacement at the New Water Treatment Building (“Services”); and

WHEREAS, the City has opened the bids, and determined that the bid from Contractor (“Bid”) is the lowest responsive and responsible bid for the Services; and

WHEREAS, a copy of the Bid is attached to this Agreement and incorporated herein by reference; and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

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

## **Article 1. Scope of Services**

The Project Manual for the Roof Replacement Project is attached to this Contract as Exhibit 1.

Contractor shall complete the Services necessary to replace the roof at the New Water Treatment Building pursuant to the Project Manual. This includes the provision of all necessary labor, equipment, licenses, permits<sup>1</sup>, bonds, and travel expenses.

In general terms, Contractor shall:

- Remove the existing asphalt built up roof membrane, existing insulation, tapered lightweight concrete, vapor retarder, existing perimeter sheet metal trims to expose existing concrete deck.
- Install areas of new vapor retarder, new tapered thermal insulation, new gypsum cover board, hot applied asphalt built up roof membrane, perimeter flashings, sheet metal details, and related components.
- Provide the City with a 20 year roof system warranty package as specified for roof replacement projects.

As part of the Services, Contractor shall do the following:

Itemized List of Materials: Contractor shall provide an itemized material list to the Owner's Representative. The City will purchase the materials necessary for the completion of the Services. The City will provide a tax exempt certificate to Contractor for any approved purchase made by Contractor from vendors related to the Services.

Protection of Remaining Roof Membranes: Contractor shall confine roof traffic to the actual work area to the greatest extent possible. Where hauling over other areas is necessary, Contractor shall protect the roofs with 1" insulation and plywood. Contractor shall be responsible for acceptable repair of damage and leaks in trafficked areas during and after the performance of the Services.

Repair of Damaged Grounds: Contractor is responsible for the acceptable repair of any lawn, trees, pavement, exterior walls, or any other building components damaged during the Services. The City reserves the right to a retainage of funds until damage is repaired to the satisfaction of the Owner's Representative.

Repair of Damage Caused by Water Infiltration: Damage, including all labor and other costs incurred by the City, caused by water infiltration resulting from the failure of Contractor to secure each day's work in a watertight manner will be corrected at Contractor's expense.

Final Inspection: Contractor shall arrange a final inspection with the Owner's Representatives and address any and all defects to the satisfaction of the Owner's Representatives prior to submission of a final invoice for payment.

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

**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 Owner’s Representatives shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Owner’s Representatives shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

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

**Article 3. Responsibilities of the City**

As set forth in the Detailed Specifications, the City designates Bernie Rammer and Steve Jossart as Owner’s Representative for purposes of this Agreement. If the Owner’s Representative deems it appropriate, the Owner’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.

Upon receipt of the Itemized List of Materials from the Contractor, the City shall order the materials.

**Article 4. Compensation**

The City shall pay Contractor for the Services an amount not to exceed \$80,035.00. This does not include the cost of the Itemized List of Materials which, pursuant to Contractor’s Bid, will not exceed \$48,864.60.

Invoices shall be sent via first class mail postage prepaid. Payment will be remitted to Contractor within forty-five (45) 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 the Services described in Article 1 complete. The invoice shall be sent to:

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

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Owner’s Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. In the event that additional labor is approved, each hour of additional labor will not exceed \$75.00. In the event that additional materials are approved and are purchased by Contractor, the markup on the materials shall not exceed 15%.

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

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

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

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

Contractor shall, within fifteen (15) days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

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

**Article 7. Schedule**

Contractor shall commence work after receiving a Notice to Proceed from the Owner's Representative. At that point, Contractor shall commence work promptly, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed.

The Parties anticipate that the Notice to Proceed will be issued in August 2020, with the Services to start in September 2020.

Contractor shall complete the services by October 30, 2020, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The Owner's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

**Article 8. Liquidated Damages**

In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of Four Hundred and 00/100 Dollars (\$400.00) 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.

Permitting Contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

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

Contractor's Warranty for the Services is set forth in the Project Manual.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the Owner's Representative. The approval by the Owner'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 Owner'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 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's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

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

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, fifteen (15) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

**Article 13. Default**

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

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

The City shall send Contractor a written notice of default. If Contractor, within a period of fifteen (15) 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 Owner'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, Contractor shall indemnify and defend the City—including its Officials, Agents, and Employees—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 harmless the City, its Officials, Agents, and Employees 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 indemnify the City for 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 Purchasing Agent listing the City of Sheboygan as an additional insured:

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

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

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

Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

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

**Article 18. Conflict of Interest**

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

**Article 19. Waiver**

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

**Article 20. Severability**

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

**Article 21. Assignment**

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

**Article 22. Third Party Rights**

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

**Article 23. Governing Law and Venue**

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

**Article 24. Non-Discrimination**

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

**Article 25. Compliance with Laws**

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

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		
City of Sheboygan		
828 Center Ave.		
Sheboygan, Wisconsin 53083		

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

**Article 27. Intent to be Bound**

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

**Article 28. Force Majeure**

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

**Article 29. Integration and Modification**

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

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

1. This Agreement and its Attachments
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. Notice of Award
4. The Request for Bids (including all attachments)
5. All Addenda to the Request for Bids
6. Contractor's Bid Response (including the Items to be Attached)
7. All Other Submittals by Contractor
8. The Performance and Payment Bonds

(collectively "the Contract").

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

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

**Article 30. Non-Collusion**

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

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

**Article 31. Other Provisions**

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the Owner's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the Owner's Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. 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.
5. Definitions.
  - a. Final Acceptance: The event that occurs when Contractor issues to the City or the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.

- b. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.
- c. Final Payment: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.

**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:** \_\_\_\_\_  
Michael J. Vandersteen, Mayor

**BY:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**BID FORM**

**CITY OF SHEBOYGAN 2020 ROOFING PROJECT**

**WASTE WATER TREATMENT PLANT**

**NEW WATER TREATMENT BUILDING - ROOF REPLACEMENT PROJECT**

Bids Close: 1:00 PM – Tuesday, March 17<sup>th</sup>, 2020

To: MR. BERNARD RAMMER  
City of Sheboygan  
828 Center Avenue, Suite 110  
Sheboygan, Wisconsin 53081

We Kaschak Roofing Inc (a company)  
(a partnership)  
(company name) (an individual)

of Milwaukee WI 53209 414-916-4541 2301W Purdue street)  
(city) (state) (zip) (telephone no.)

have examined the specifications entitled CITY OF SHEBOYGAN WASTE WATER TREATMENT PLANT – NEW WATER TREATMENT BUILDING ROOF REPLACEMENT dated February 18<sup>th</sup>, 2020 as prepared by TREMCO Inc. of Sheboygan, Wisconsin, AND being familiar with the facility and proposed work, including availability of material, labor and equipment hereby agree to furnish all labor, equipment, tools and materials required to perform all work in the contract drawings and specifications, and dated January 3<sup>rd</sup>, 2020 to complete the roof replacement project in Sheboygan County, Wisconsin, and to execute and furnish satisfactory bond in the amount specified.

The Bidder acknowledges receipt of the following Addenda: 1 #1 \_\_\_\_\_ #2 \_\_\_\_\_

**I. WWTP NEW WATER TREATMENT BUILDING – ROOF REPLACEMENT PROJECT**

1A. Base Bid Amount: The amount to provide all related construction trade work and materials described herein, excluding Owner-purchase material (Item B) but including work to install same. The lump sum cost below includes any allowances and sales tax on items, materials and equipment provided by the bidder:

A. Base Bid \$ 80,035.40

1B. Owner Purchased: The total amount of the material to be purchased by the owner, tax exempt, in quantities bid (do not include in Item A):

B. Owner Purchase Material \$ 48,864.60

1C. Total Project Cost: The summation of Bid Item "A" plus "B":

C. Total Project (A+B) \$ 128,900.00

1D. Labor & Equipment Rates

\$ 75.00 / hour – LABOR RATE

1E. Percentage Markup of Extra Materials Required

15 %

The undersigned agrees, if awarded the contract for any or all roofs bid, to commence the contract work upon written notice.

NAME: Nick Crego  
SIGNATURE: [Signature]  
TITLE: Project Manager  
COMPANY: Kaschok Roofing Inc  
DATE: 3/16/2020



# 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)

**NORTH AMERICAN SPECIALTY  
INSURANCE COMPANY  
1200 MAIN STREET, SUITE 800  
KANSAS CITY, MO 64105**

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

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

**OWNER:**

(Name, legal status and address)

**CITY OF SHEBOYGAN  
828 CENTER AVENUE  
SHEBOYGAN, WI 53081**

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

**PROJECT:**

(Name, location or address, and Project number, if any)

**Waste Water Treatment Plant - Roofing and Sheet Metal, Sheboygan, Wisconsin**

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 **17th** day of **March, 2020**



(Witness)

**KASCHAK ROOFING, INC.**

(Principal)

(Seal)

(Title)

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY**

(Surety)

(Seal)

(Title) **Mary Jo Dingwall, Attorney-in-Fact**

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

init.

ACKNOWLEDGMENT OF SURETY

State of Minnesota)  
County of Hennepin)

On this 17th of March, 2020, before me personally appeared Mary Jo Dingwall to me known, who, being by me duly sworn, did depose and say: that s/he resides at Waconia, Minnesota, that s/he is the Attorney-in-Fact of NORTH AMERICAN SPECIALTY INSURANCE COMPANY, 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.



[Signature]  
Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of Wisconsin)  
County of Milwaukee

On the 17th day of March, 2020, 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 Franklin, 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.



[Signature]  
Notary Public  
Commission exp. 1/25/22

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

CARL GODZIEK, MICHAEL J. JACOBS,

MARY JO DINGWALL, SEAN McBRIDE and YARALITZA RIVAS

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 North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant 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 Company 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 Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company 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 Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 3rd day of MARCH, 2020.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 3rd day of MARCH, 2020, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, 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.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17th day of March, 2020.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

General Scope of Work:

Solids Handling Building Roof: 4,300 Sq Ft

1. Remove the existing gravel surfaced, built up roof system, layers of insulation and lightweight concrete fill down to the existing concrete deck.
2. Prime the existing concrete deck with water based, asphaltic primer.
3. Adhere a single ply of an asphalt coated, polyester reinforced trilaminate base sheet set in Type III asphalt which will provide a vapor retarder / temporary roof. Extend the vapor retarder membrane a minimum of 6" above the deck at all perimeters and at all projections.
4. Seal all the perimeters and around all projections of the vapor retarder / temporary roof with asphalt mastic. If left over night, glaze coat the vapor retarder with Type III asphalt.
5. Where existing curbs are to remain, raise the existing mechanical equipment curbs with additional wood blocking to achieve a 8" minimum flashing height where required.
6. Adhere tapered polyisocyanurate insulation system over the vapor retarder with Type III Asphalt. Tapered system shall have a minimum 1/4" slope and a minimum thickness of 1/2" at the drain location. Install tapered insulation crickets at the high side of mechanical unit curbs.
7. Adhere a overlayment board of 1/2" thick, pre-primed gypsum board set in Type III Asphalt.
8. Adhere an asphalt coated, polyester reinforced trilaminate base sheet set in Type III Asphalt at a rate of 25 lbs per 100 square feet minimum.
9. Adhere three plies of Type VI fiberglass felts set in SEBS modified asphalt adhesive at a rate of 25 lbs per 100 square feet.
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.
  - b. Adhere a backer ply of polyester woven felt set in SEBS modified asphalt adhesive.
  - c. Adhere a finish flashing of polyester reinforced, SBR / EPDM elastomeric sheet flashing set in SEBS modified asphalt adhesive.
  - d. Seal vertical flashing laps with rubberized mastic and 4" fiberglass woven mesh.
  - e. After mastics have set for one week, coat roof flashings with fiberated aluminum coating.
  - f. Install under-layment materials (EPDM or Vinyl) over the cants or parapet walls prior to application of sheet metal caps and components.
11. Flood coat roof system with Type III asphalt adhesive at a rate of 50 - 60 lbs per 100 square feet followed by new gravel broadcast into the hot asphalt at a rate of 500 lbs – 550 lbs per 100 square feet.
12. Install new 24 gauge prefinished galvanized steel trims where indicated.
13. Provide a 20 Year Roof System Warranty for all components.



CITY OF SHEBOYGAN  
WASTER WATER TREATMENT PLANT – NEW WATER TREATMENT BUILDING - ROOF REPLACEMENT PROJECT

PROJECT TIMELINES:

NEW WATER TREATMENT BUILDING – ROOF REPLACEMENT PROJECT  
3333 LAKESHORE DRIVE, SHEBOYGAN, WI

FALL, 2020

GENERAL TIMELINE:

FEBRUARY - MARCH:	BIDDING PROCESS
MARCH 15TH:	BID REVIEW
APRIL 15 <sup>TH</sup> :	AWARD OF CONTRACT
AUGUST 15TH:	PRECONSTRUCTION MEETINGS AND EXECUTION OF CONTRACTS
OCTOBER 30TH:	PROJECT COMPLETION / PUNCHLIST ITEMS
NOVEMBER 15TH:	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. Owner-furnished products.
  - 4. Use of premises.
  - 5. Owner's occupancy requirements.
  - 6. Work restrictions.
  - 7. 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– 2020 City of Sheboygan Roof Replacement Project
  - 1. Project Location: City of Sheboygan Waste Water Treatment Plant, Sheboygan, WI 53081
- B. Owner: City of Sheboygan
  - 1. Owner's Representative: Mr. Steve Jossart, Waste Water Treatment Plant Superintendent, City of Sheboygan
  - 2. Owner's Representative: Mr. Bernie Rammer, Purchasing Agent, City of Sheboygan
- C. Project Specifier: Tremco, Incorporated, Sheboygan, WI has been appointed by Owner to serve as Project Specifier / Coordinator.
- D. The Work consists of the following:
  - 1. Project #1 Work includes roof system membrane removal and replacement at the above listed facility.
    - a. Removal of the existing asphalt Built Up Roof membrane, existing insulation, tapered lightweight concrete, vapor retarder, existing perimeter sheet metal trims to expose the existing concrete deck
    - b. Installation of areas of new vapor retarder, new tapered thermal insulation, new gypsum coverboard, hot applied asphalt built up roof membrane, perimeter flashings, sheet metal details and related components.

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

#### 1.4 TYPE OF CONTRACT

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

#### 1.5 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited to specific staging and storage areas and by Owner's right to perform work or to retain other contractors on portions of Project.
  - 1. Driveways and Entrances: Keep driveways parking garage, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Use of Existing Buildings: Maintain existing building in a weather-tight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.
- C. Portable Toilet Facility: Contractor is to provide secured, portable toilet facility for contractor use only. Portable facility to be located at set up / staging location or roof-top.

#### 1.6 OWNER'S OCCUPANCY REQUIREMENTS

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

#### 1.7 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed inside the existing building during normal business working hours of 7 a.m. to 5 p.m., Monday through Friday, except otherwise indicated.
  - 1. Weekend Hours: Saturdays upon 24 hours advance notice.

- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Owner's permission.

## 1.8 SPECIFICATION FORMATS AND CONVENTIONS

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

END OF SECTION 011000

## SECTION 012100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.
- D. Submit itemization of dates of hours worked for additional labor required and location of areas where work was provided for 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. Repair of damaged wood blocking or other components: \$5,000.00

END OF SECTION 012100

## SECTION 061050 - MISCELLANEOUS CARPENTRY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 DEFINITIONS

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

#### 1.4 QUALITY ASSURANCE

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

#### 1.5 DELIVERY, STORAGE, AND HANDLING

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

### PART 2 - PRODUCTS

#### 2.1 MISCELLANEOUS LUMBER

- A. General: Provide lumber for support or attachment of other construction, including the following:

1. Rooftop equipment bases and support curbs.
  2. Blocking.
  3. Nailers.
- B. For items of dimension lumber size, provide Standard, Stud, or No. 3 grade lumber with 15 percent maximum moisture content and any of the following species:
1. Mixed southern pine; SPIB.
  2. Hem-fir or Hem-fir (north); NLGA, WCLIB, or WWPA.
  3. Spruce-pine-fir (south) or Spruce-pine-fir; NELMA, NLGA, WCLIB, or WWPA.
  4. Eastern softwoods; NELMA.
  5. Northern species; NLGA.
  6. Western woods; WCLIB or WWPA.

## 2.2 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
1. Where carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Nails, Wire, Brads, and Staples:
1. FS FF-N-105.
  2. #16 Penny Nails (wood to wood)
- C. Power-Driven Fasteners: CABO NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Apply field treatment complying with AWPA M4 to cut surfaces of preservative-treated lumber and plywood.
- C. Securely attach carpentry work as indicated and according to applicable codes and recognized standards.
- D. Use fasteners of appropriate type and length. Pre-drill members when necessary to avoid splitting wood.

### 3.2 WOOD BLOCKING, AND NAILER INSTALLATION

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

END OF SECTION 061050

## SECTION 070150 - MEMBRANE ROOF REMOVAL PREPARATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 MATERIALS OWNERSHIP

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

#### 1.4 DEFINITIONS

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

- a. Tear off includes removal of the gravel surfacing, existing asphalt built up roof membrane, insulation layers (1.5" thick), tapered lightweight concrete fill (2" – 7" thick) and flashing components, to expose the concrete deck.
- D. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- E. Existing to Remain: Existing items of construction that are not indicated to be removed.

## 1.5 QUALITY ASSURANCE

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

## 1.6 PROJECT CONDITIONS

- A. Owner will occupy 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, exposed mechanical units, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from re-roofing operations.
- C. Construction Drawings and Project Manual for existing roofing system are provided for Contractor's reference. Contractor is responsible for conclusions derived from existing documents.
- D. Weather Limitations: Proceed with re-roofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building. Any damage occurring due to moisture infiltration into existing roof system components, new roof system components or interior building systems requiring replacement or repair will be done so at the sole expense of the contractor.
- E. Hazardous Materials: It is expected that hazardous materials such as asbestos-containing materials will be encountered in the Work. Please notify the proper authorities prior to the start of work as required by law.

## PART 2 - PRODUCTS

### 2.1 TEMPORARY ROOFING MATERIALS

- A. Selection of materials and design of temporary roofing is responsibility of Contractor.
- B. SBS-modified, polyester reinforced, asphalt-coated, glass-fiber base sheet.
- 1 Base Sheet: Trilaminate reinforced ply sheet, complying with ASTM D 4601-91; ASTM 228-90A and ASTM 146-90 with the following properties:
    - a. Thickness: 1.2 mm
    - b. Breaking strength: 220 lbf/in(38.5 kN/M) MD. 235 lbf/in (41.1 kN/m) XMD.
    - c. Elongation: 6.5% MD/XMD.
    - d. Tear Strength: 345 lbf (1534 N) MD. 330 lbf (1467 N) XMD minimum.
    - e. Mass of desaturated polyester/glass/polyester mat, min.: 3.5 lb/100ft (172 g/m<sup>2</sup>).
    - f. Asphalt: 10.0 lb/100 ft (485g/m<sup>2</sup>) minimum.
    - g. Recycled Content: 10% Minimum
- C. Asphalt Primer: ASTM D 41.
- D. Roofing Asphalt: ASTM D 312, Type III

## PART 3 - EXECUTION

### 3.1 PREPARATION

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

### 3.2 ROOF TEAR-OFF

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

### 3.3 SUBSTRATE PREPARATION

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

### 3.4 EXISTING BASE FLASHINGS

- A. Remove existing base flashings around parapets, curbs, walls, and penetrations.
- B. Inspect masonry walls for deterioration and damage. If parapet or masonry walls have deteriorated, immediately notify Owner.
- C. Inspect existing wood blocking and replace any damaged or deteriorated wood blocking per Division 6.

- D. Add wood blocking to perimeter and curbs if required to accommodate height of insulation and provide minimum flashing heights required.

### 3.5 DISPOSAL

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

END OF SECTION 070150

## SECTION 075113 - BUILT-UP ASPHALT ROOFING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 DEFINITIONS

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

#### 1.4 PERFORMANCE REQUIREMENTS

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

#### 1.5 SUBMITTALS

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

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

#### 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.
- B. Technical Inspector Qualifications: As part of the project warranty, the Roofing Contractor will engage a qualified manufacturer's technical representative for a minimum of 1 work day per 1,000 square feet to perform roof specification review, inspections of the work in progress and to provide reports to the Owner. The Technical Inspector shall have a minimum of 10 years experience with the particular roof system installation and provide a non-sales function for the primary manufacturer.
- C. If the manufacturer doesn't employ a qualified technical inspector, an engineering firm may be enlisted by the primary manufacturer at their expense to provide technical installation inspections for equal assistance / inspection time at the approval of the Owner.
- D. Manufacturer Qualifications: Proof of ISO 9001 quality certification for roof manufacturer providing warranty for the roof system and components for a minimum of 10 years.
- E. Manufacturer Qualifications: A qualified manufacturer that has UL listing for roofing system identical to that used for this Project.
- F. 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 from or approved by primary roofing system manufacturer providing the roof warranty.
- 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. Preinstallation Conference: Conduct conference at Project site. Comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roofing system including, but not limited to, the following:

1. Meet with Owner, roofing Installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

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

#### 1.8 PROJECT CONDITIONS

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

#### 1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form, in which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.

1. Special warranty includes roofing membrane, base flashings, roofing membrane accessories, roof insulation, fasteners, cover boards and other components of roofing system.
  2. Warranty Period: **20 years** from date of Substantial Completion.
  3. Peak Wind Coverage: Up to 74 miles per hour
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of roofing system such as roofing membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:
1. Warranty Period: Two years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following: The primary roof system "Basis of Design" specification is based upon TREMCO, Inc. materials and roof systems.
- C. The intent of the specification package is to establish minimum acceptable quality and performance standards for the finished roof replacement project. Subject to compliance with all requirements, any primary manufacturer meeting or exceeding the specification design standard is encouraged to pursue the project.
- D. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
  1. Products: Subject to compliance with requirements, provide one of the products specified.

### 2.2 FINISHED ROOF MEMBRANE PERFORMANCE REQUIREMENTS

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

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

### 2.3 BASE-SHEET MATERIALS

- 1 Base Sheet: Trilaminate reinforced ply sheet, complying with ASTM D 4601-91; ASTM 228-90A and ASTM 146-90 with the following properties:
  - a. Thickness: 1.2 mm
  - b. Breaking strength: 220 lbf/in(38.5 kN/M) MD. 235 lbf/in (41.1 kN/m) XMD.

- c. Elongation: 6.5% MD/XMD.
- d. Tear Strength: 345 lbf (1534 N) MD. 330 lbf (1467 N) XMD minimum.
- e. Mass of desaturated polyester/glass/polyester mat, min.: 3.5 lb/100ft (172 g/m<sup>2</sup>).
- f. Asphalt: 10.0 lb/100 ft (485g/m<sup>2</sup>) minimum.
- g. Recycled Content: 10% Minimum

#### 2.4 ROOFING MEMBRANE PLIES

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

#### 2.5 FLASHING MATERIALS

- A. Backer Sheet: 18" Polyester woven felt
- B. Flashing Sheet: Elastomeric sheeting blend of thermoset elastomers. Sheet must be reinforced with polyester woven scrim.
- C. Glass-Fiber Fabric: Woven glass cloth, treated with asphalt, complying with ASTM D 1668, Type I.
- D. Stripping Ply: 6" Polyester woven felt

#### 2.6 ASPHALT MATERIALS

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

#### 2.7 AUXILIARY ROOFING MEMBRANE MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with built-up roofing.
- B. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application.
- C. Mastic Sealant: Polyisobutylene, plain or modified bitumen, nonhardening, nonmigrating, nonskinning, and nondrying.
- D. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FM 4470; designed for fastening roofing membrane components to substrate; tested by manufacturer for required pullout strength; and acceptable to roofing system manufacturer.
- E. Metal Flashing Sheet: Metal flashing sheet is specified in Division 7 Section "Sheet Metal Flashing and Trim."
- F. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

## 2.8 ROOF INSULATION

- A. General: Provide preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, felt or glass-fiber mat facer on both major surfaces.
  - 1. Manufacturers: As recommended by Roof System Manufacturer / Warranty Provider.
  - 2. Board Size: 4' x 4' x Tapered Slope (1/4" per foot tapered slope)
    - a. Minimum thickness: 1/2" Thick
- C. Cover Board: SecureRock Primed Gypsum Board
  - 1. Thickness: 1/2" (One Half Inch) – 4' x 4'

## 2.9 INSULATION ACCESSORIES

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

## 2.10 WALKWAYS

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

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
  - 1. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
  - 2. Verify that existing or any required new wood fiber cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
  - 3. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.

- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

### 3.3 INSULATION INSTALLATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system manufacturer's written instructions for installing roof insulation.
- C. Insulation Cant Strips: Install and secure preformed 45-degree fiberboard cant strips at junctures of built-up roofing membrane system with vertical surfaces or angle changes greater than 45 degrees.
- D. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
  - 1. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- E. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- F. Adhered Insulation: Adhere insulation to substrate as follows:
  - 1. Apply hot roofing asphalt to underside and immediately bond insulation boards to substrate and apply foot pressure (walk in the boards).
- G. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Stagger joints from joints in insulation below a minimum of 6 inches (150 mm) in each direction.
  - 1. Apply hot roofing asphalt to underside and immediately bond cover board to substrate and apply foot pressure (walk in the boards).

### 3.4 ROOFING MEMBRANE INSTALLATION, GENERAL

- A. Install built-up roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations of ARMA/NRCA's "Quality Control Guidelines for the Application of Built-up Roofing."
- B. Start installation of built-up roofing membrane in presence of roofing system manufacturer's technical personnel.
- C. Cooperate with testing and inspecting agencies engaged or required to perform services for installing built-up roofing system.
- D. Coordinate installing roofing system components so insulation and roofing membrane sheets are not exposed to precipitation or left exposed at the end of the workday or when rain is forecast.

1. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation with a course of coated felt set in roofing cement or hot roofing asphalt with joints and edges sealed.
  2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
  3. Remove and discard temporary seals before beginning work on adjoining roofing.
- E. Asphalt Heating: Heat roofing asphalt and apply within plus or minus 25 deg F (14 deg C) of equiviscous temperature unless otherwise required by roofing system manufacturer. Do not raise roofing asphalt temperature above equiviscous temperature range more than one hour before time of application. Do not exceed roofing asphalt manufacturer's recommended temperature limits during roofing asphalt heating. Do not heat roofing asphalt within 25 deg F (14 deg C) of flash point. Discard roofing asphalt maintained at a temperature exceeding finished blowing temperature for more than 4 hours.
- F. Asphalt Heating: Heat and apply roofing asphalt according to roofing system manufacturer's written instructions.
- G. Substrate-Joint Penetrations: Prevent roofing asphalt from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

### 3.5 ROOFING MEMBRANE INSTALLATION

- A. Install one lapped course of waterproof, polyester reinforced base sheet, extending sheet over and terminating beyond cants. Attach base sheet as follows:
1. Adhere to substrate in a solid mopping of Type III hot roofing asphalt.
- B. Install three ply sheets starting at low point of roofing system. Align ply sheets without stretching. Shingle side laps of ply sheets uniformly to achieve required number of plies throughout thickness of roofing membrane. Shingle in direction to shed water. Extend ply sheets over and terminate beyond cants.
1. Embed each ply sheet in a solid mopping of hot rubberized asphalt applied at rate required by roofing system manufacturer, to form a uniform membrane without ply sheets touching.
- C. Gravel Surfacing: Promptly after installing and testing roofing membrane, base flashing, and stripping, coat roof surface with Type III asphalt applied at a rate of approximately 50 – 60 lbs per 100 square feet. Immediately after application of flood coat of roof system broadcast new gravel at a rate of 500-550 lbs per 100 square feet. Broom the gravel to achieve uniform coverage and appearance.

### 3.6 FLASHING AND STRIPPING INSTALLATION

- A. Install elastomeric base flashing over cant strips and other sloping and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions and as follows:
1. Prime substrates with asphalt primer if required by roofing system manufacturer.
  2. Backer Sheet Application: Install backer sheet and adhere to substrate in a solid mopping of hot rubberized asphalt.
  3. Flashing Sheet Application: Adhere flashing sheet to substrate in a solid mopping of hot rubberized asphalt applied at not less than 425 deg F (218 deg C). Apply hot

- rubberized asphalt to back of flashing sheet if recommended by roofing system manufacturer.
4. Wipe flashing of with solvent based / petroleum based cleaner prior to aluminum coating of flashing to ensure all release agents have been removed.
- B. Extend base flashing up walls or parapets a minimum of 8 inches (200 mm) above roofing membrane and 4 inches (100 mm) onto field of roofing membrane.
1. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.
- C. Install stripping, according to roofing system manufacturer's written instructions, where metal flanges and edgings are set on built-up roofing.
1. Flashing-Sheet Stripping: Install flashing-sheet stripping in a continuous coating of asphalt roofing cement or in a solid mopping of rubberized asphalt applied at not less than 425 deg F (218 deg C), reinforced with 6" polyester felt, and extend onto roofing membrane.
- D. Roof Drains: Set 30-by-30-inch (760-by-760-mm) metal flashing in bed of asphalt roofing cement on completed roofing membrane. Cover metal flashing with stripping and extend a minimum of 4 inches (100 mm) beyond edge of metal flashing onto field of roofing membrane. Clamp roofing membrane, metal flashing, and stripping into roof-drain clamping ring.
1. Install flashing-sheet stripping by same method as installing base flashing.
  2. Install 20" x 20" Gravel guard with aluminum perforated gravel retainers with 4" flange.

### 3.7 COATING INSTALLATION

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

### 3.8 WALKWAY INSTALLATION

- A. Walkway Pads: Install walkway pads using units of size indicated or, if not indicated, of manufacturer's standard size according to walkway pad manufacturer's written instructions.
1. Sweep away loose aggregate surfacing and set walkway pads in 5 large clumps of asphalt mastic in the corners / center of the underside of each pad a set in place over the gravel surfacing.

### 3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner reserves the right to engage a qualified independent testing and inspecting agency to perform roof tests and inspections and to prepare test reports.
- B. Test Cuts: Before flood coating and surfacing built-up roofing membrane, the Owner reserves the right to test specimens will be removed to evaluate problems observed during quality-assurance inspections of roofing membrane as follows:

1. Approximate quantities of components within roofing membrane will be determined according to ASTM D 3617.
  2. Test specimens will be examined for interply voids according to ASTM D 3617 and to comply with criteria established in Appendix 3 of ARMA/NRCA's "Quality Control Guidelines for the Application of Built-up Roofing."
- C. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Owner.
1. Notify Owner 48 hours in advance of date and time of inspection.
- D. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.
- E. Additional testing and inspecting, including infrared analysis, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- 3.10 PROTECTING AND CLEANING
- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to the Owner.
  - B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
  - C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 075113

## SECTION 076200 - SHEET METAL FLASHING AND TRIM

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 PERFORMANCE REQUIREMENTS

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

#### 1.4 SUBMITTALS

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

## 1.5 QUALITY ASSURANCE

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

## 1.6 DELIVERY, STORAGE, AND HANDLING

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

## 1.7 COORDINATION

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

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

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

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

## 2.2 SHEET METALS

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

## 2.3 UNDERLAYMENT MATERIALS

- A. Polyethylene Sheet: 6-mil- (0.15-mm-) thick polyethylene sheet complying with ASTM D 4397.
- B. 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.
- E. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant, polyisobutylene plasticized, heavy bodied for hooked-type expansion joints with limited movement.
- F. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil (0.4-mm) dry film thickness per coat. Provide inert-type non-corrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.
- G. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

## 2.5 FABRICATION, GENERAL

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

## 2.6 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. 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.
  - 4. Coping Face: 6.0" Minimum
- B. Counterflashing: Fabricate from the following material:
  - 1. Kynar Finished Galvanized Steel: 24 Gauge thick.
- C. Metal Gutters and Accessories: Fabricate from the following material:
  - 1. Kynar Finished Galvanized Steel: 24 Gauge thick.

- D. Roof-Penetration Flashing: Fabricate from the following material:
  - 1. Kynar Finished Galvanized Steel: 24 gauge thick.
- E. Roof-Drain Flashing: Fabricate from the following material:
  - 1. Lead: **4.0 lb/sq. ft.** hard tempered.

## 2.7 MISCELLANEOUS SHEET METAL FABRICATIONS

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

## 2.8 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of work.
  - 1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
  - 2. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  - 1. Torch cutting of sheet metal flashing and trim is not permitted.

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

### 3.3 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal roof flashing and trim to comply with performance requirements and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated.
  - 1. Interlock bottom edge of roof edge flashing with continuous cleats anchored to substrate at 16-inch (400-mm) centers.
- C. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4 inches (100 mm) over base flashing. Install stainless-steel draw band and tighten.
- D. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches (100 mm) over base flashing. Lap counterflashing joints a minimum of 4 inches (100 mm) and bed with elastomeric sealant.
  - 1. Secure in a waterproof manner by means of snap-in installation and sealant or lead wedges and sealant.
- E. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Install flashing as follows:
  - 1. Turn lead flashing down inside vent piping, being careful not to block vent piping with flashing.
  - 2. Seal with elastomeric sealant and clamp flashing to pipes penetrating roof except for lead flashing on vent piping.

### 3.4 WALL FLASHING INSTALLATION

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

### 3.5 MISCELLANEOUS FLASHING INSTALLATION

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

### 3.6 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.

- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 076200



**Cardinal Environmental Inc.**

3303 Paine Avenue, Sheboygan, WI 53081

Phone (920) 459-2500 Fax (920) 459-2503 website:cardinalenvironmental.com

Mark Wittstock  
 Sheboygan Wastewater Treatment Plant  
 3333 Lakeshore Drive  
 Sheboygan, WI 53081

Report #: PLM2019-111 (161925654)  
 Collected: 12/12/2019  
 Received: 12/13/2019  
 Analyzed: 12/19/2019

**Asbestos Analysis of Bulk Materials by EPA 600/R-93/116 Method using Polarized Light Microscopy**

**Project Description: None Given**

ID #	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
01	Field Membrane	Black/Yellow Fibrous Heterogeneous	10 % Cellulose	82 % Non-fibrous (other)	<b>8 % Chrysotile</b>
02	Flashing Membrane	Black/Silver Fibrous Heterogeneous	10 % Cellulose	5 % Quartz 81 % Non-fibrous (other)	<b>4 % Chrysotile</b>

Results reviewed by:

Bruce Ten Haken, CHMM  
 Project Manager

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated by the method is 1 %. Samples reported as <1% or none detected may require additional testing by TEM to confirm asbestos quantities. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of Cardinal Environmental, Inc (Cardinal). Cardinal's liability is limited to the cost of analysis. Cardinal bears no responsibility for analytical method limitations or sample collection activities. Interpretation and use of test results are the responsibility of the client. Depending on the intended use of the results additional sampling (by a WI DHS licensed asbestos inspector) and analyses may be required to comply with OSHA, WDNR, and/or WI DHS regulations. Samples will be disposed of within 30 days unless other instructions are received in writing from the client. The test results contained within this report meet the requirements of NELAC unless otherwise noted. Samples were received in good condition unless otherwise noted. Analysis performed by NVLAP certified laboratory (NVLAP #200188-0)



City of Sheboygan - 2016 Fall Inspection / Maintenance Photos

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City of Sheboygan Wastewater Treatment Plant – Exterior Condition Report  
New Water Treatment



New Water Treatment Roof – Overview Photo



New Water Treatment Roof – Large holes in flashing around entire roof perimeter. Roof in failure mode and scheduled for replacement in 2018.



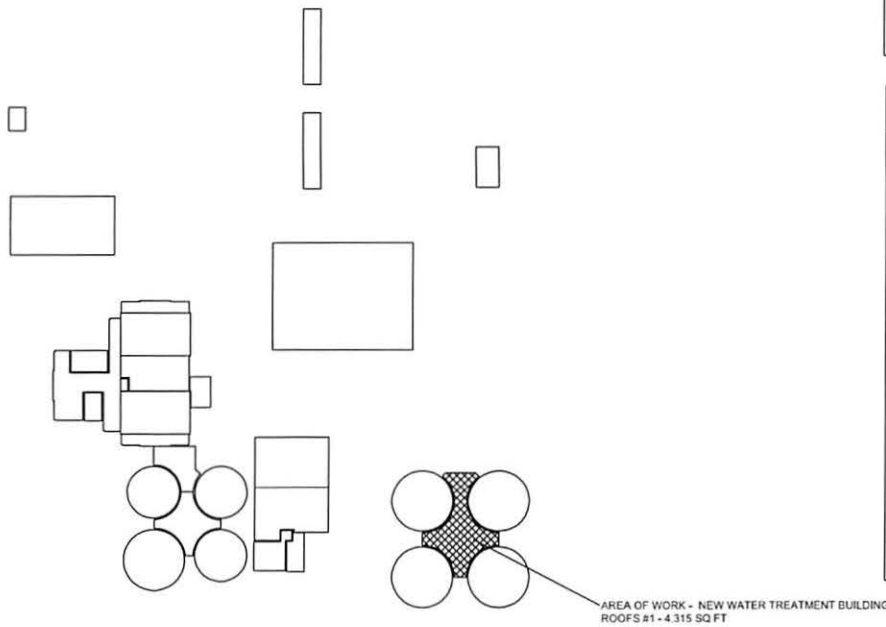
New Water Treatment Roof – Heavy vegetative growth occurring throughout roof system.




New Water Treatment Roof – 3 of 4 large digesters covered with spray foam insulation. 4<sup>th</sup> digester is bare metal. Recommend coating all 4 to prevent deterioration seen on Revised digesters.

# CITY OF SHEBOYGAN - WASTE WATER TREATMENT PLANT

## 2020 ROOF REPLACEMENT PROJECT



SHEET INDEX	
R1.0 COVER SHEET - NEW WATER TREATMENT BUILDING - OVERVIEW	
R1.1 ROOF PLAN - ROOF #1	
R2.0 ROOF DETAILS - BUILT UP ROOF DETAILS	
R2.1 ROOF DETAILS - BUILT UP ROOF DETAILS	

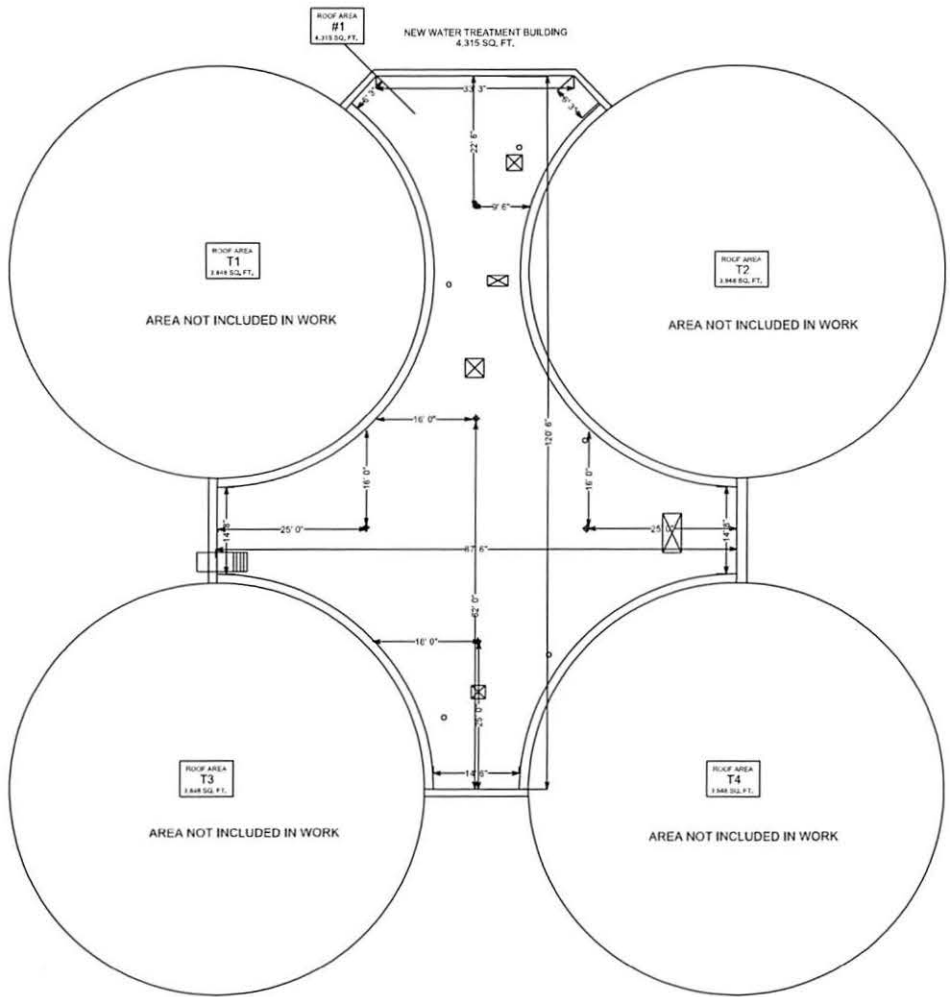
GENERAL ROOFING NOTES	
1. CONTRACTOR TO COORDINATE ALL DISCONNECTIONS & RECONNECTIONS OF ALL UTILITY LINES AND EQUIPMENT AS REQUIRED FOR NEW ROOFING WORK WITH OWNER.	
2. MECHANICAL CONTRACTORS TO PERFORM ALL MECHANICAL WORK AS REQUIRED, ROOFING CONTRACTOR TO COORDINATE WITH MECHANICAL CONTRACTOR AND 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 ALUMINUM GRAVEL GUARDS AROUND ALL DRAINS, IF GRAVEL OR BALLAST SURFACED IS SPECIFIED.	
8. ROOFING CONTRACTOR SHALL PROVIDE NEW ROOFING WALKWAY PADS AT ALL ACCESS DOORS AND AT ALL MECH. EQUIPMENT.	
9. ROOFING CONTRACTOR SHALL PROVIDE NEW ROOFING PADS UNDER ALL UTILITY PIPING SUPPORTS AS REQUIRED.	
10. ROOFING CONTRACTOR SHALL PROVIDE NEW SPLASH BLOCKS AT THE BASE OF ALL DOWNSPOUTS	
11. IF FLASHING IS BELOW 8", WOOD BLOCKING MUST BE ADDED TO THE MINIMUM 8" HEIGHT REQUIRED.	
 AREA OF WORK - ROOFS #1 - 4,315 SQ FT	

REVISIONS	NO.	DATE	BY

NOTES:

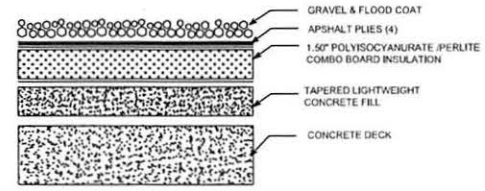
**TREMCO**  
An  Company  
PHONE: 920-450-5852

R1.0

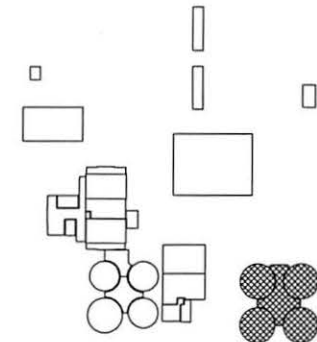


**ROOF PLAN**

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR



EXISTING CONSTRUCTION - ROOF #1



KEY PLAN

REVISION	NO.	DATE	BY

**NOTES:**  
**ROOF SECTION SQUARE FOOTAGES:**  
 1 - 4,315 BUR  
 T1 - 3,848  
 T2 - 3,848  
 T3 - 3,848  
 T4 - 3,848

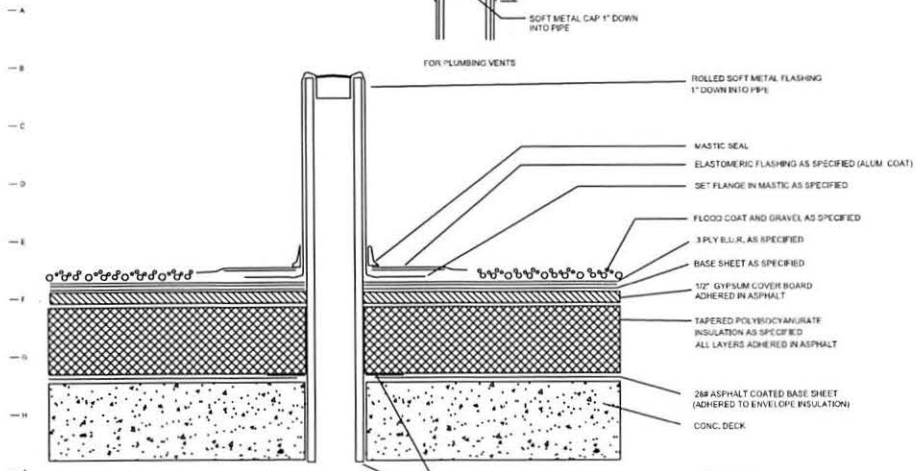
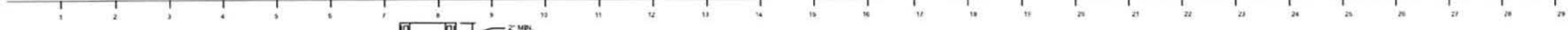
TOTAL - 4,315 SQ. FT. (DOES NOT INCLUDE TANKS)

- PROJECT SCOPE**
- 1) REMOVE ALL BUILT UP ROOFING MATERIALS AND TAPERED LIGHTWEIGHT CONCRETE TO THE CONCRETE DECK
  - 2) INSTALL NEW VAPOR RETARDER
  - 3) INSTALL NEW TAPERED INSULATION
  - 4) INSTALL NEW BUILT UP ROOF SYSTEM AS SPECIFIED
  - 5) INSTALL NEW SHEET METAL TRIMS AT PERIMETERS AND UNITS

- LEGEND:**
- ⊕ DRAIN ASSEMBLY
  - ≡ SCUPPER ASSEMBLY
  - ⊗ CURBED RTU
  - ⬆ SURFACE REST EQUIP
  - PIPE PENETRATION
  - ⊞ ACCESS HATCH

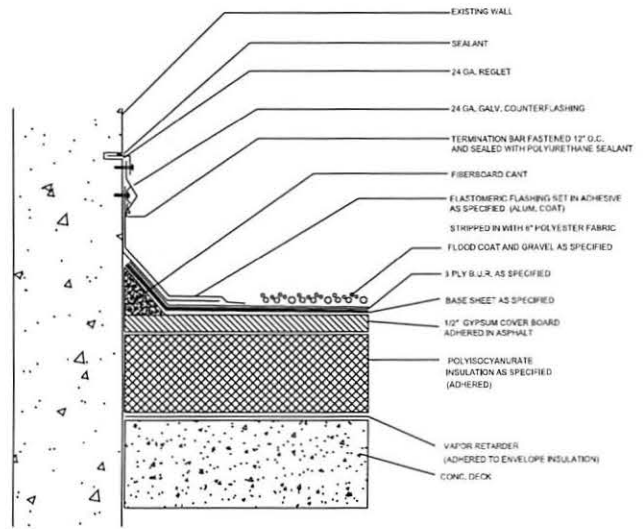


CUSTOMER: CITY OF SHEROYGAN WWTP	
BUILDING: NEW WATER TREATMENT BUILDING	
LOCATION: SHEROYGAN WA	
DRAWN BY: EK	DATE DRAWN: 03/04/2020
APPROVED BY: EK	<b>R1.1</b>

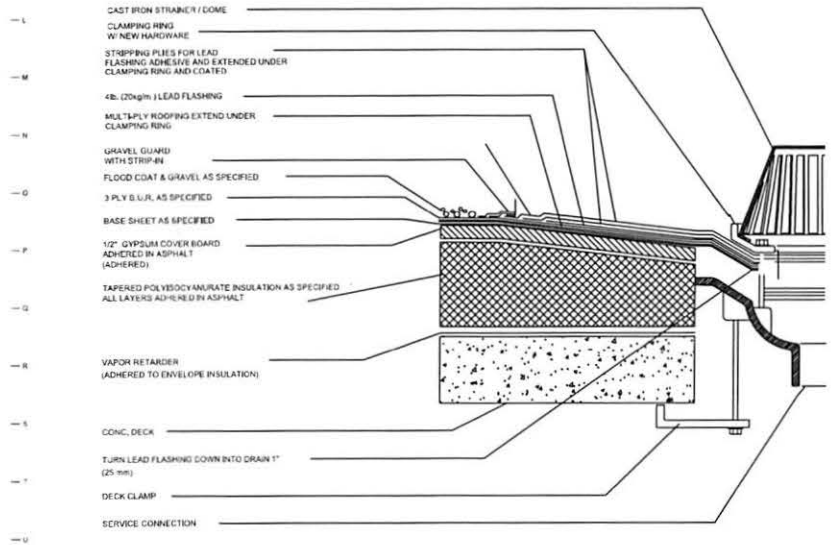


NOTES:  
 SOFT METAL FLASHINGS  
 1. SHEET LEAD MINIMUM 4 LB. (20g/m<sup>2</sup>) PER SQ. FT.  
 2. SHEET COPPER MINIMUM 16 OZ. IF COPPER FLASHING IS INSTALLED OVER AN IRON OR STEEL PIPE, WRAP AN ASPHALT COATED ROOFING FELT TO PREVENT DIRECT CONTACT BETWEEN TWO DISSIMILAR METALS.

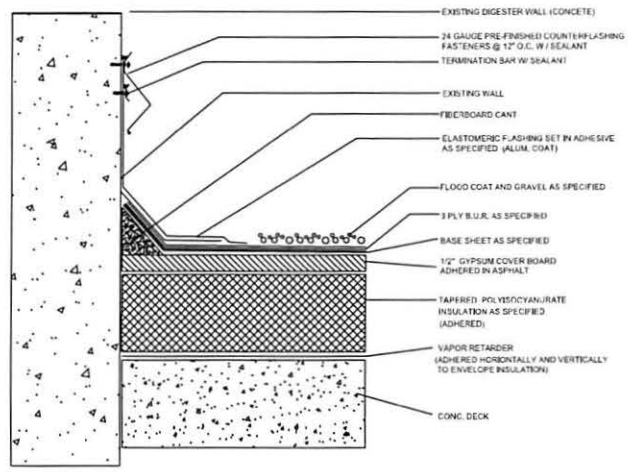
#4 VENT STACK DETAIL  
 SCALE: NTS



#2 REGLET & COUNTERFLASHING DETAIL  
 SCALE: NTS



#3 DRAIN DETAIL  
 SCALE: NTS



#1 DIGESTER WALL DETAIL  
 SCALE: NTS

REVISIONS	NO.	DATE	BY

NOTES:

LEGEND:

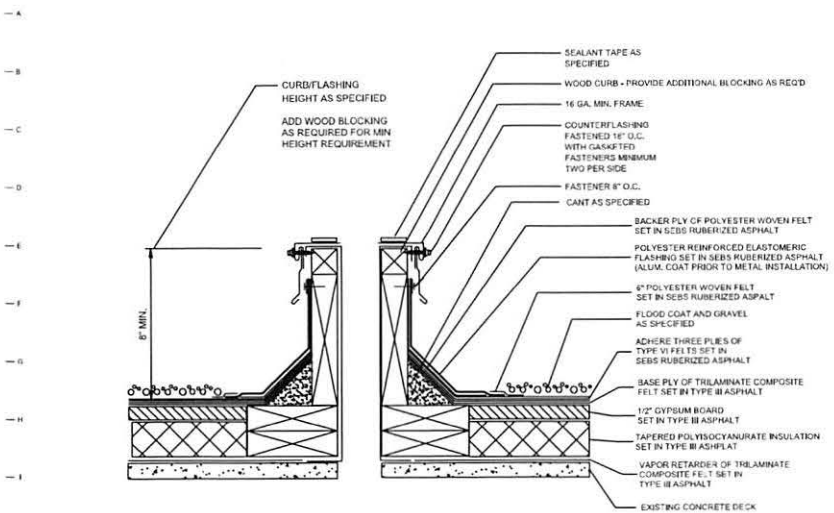


CUSTOMER CITY OF SHEBOYGAN WWTP		
BUILDING NEW WATER TREATMENT BUILDING		
LOCATION SHEBOYGAN, WI		
DRAWN BY EK	DATE DRAWN 03/06/2023	SHEET NAME R2.0
APPROVED BY		

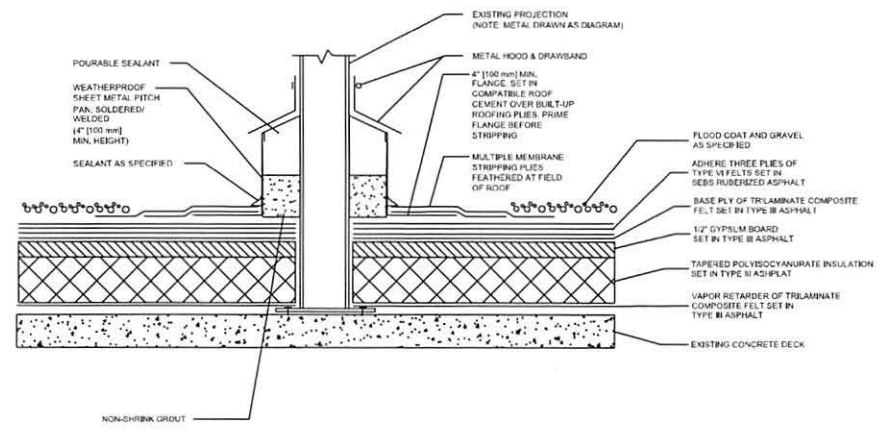
ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29

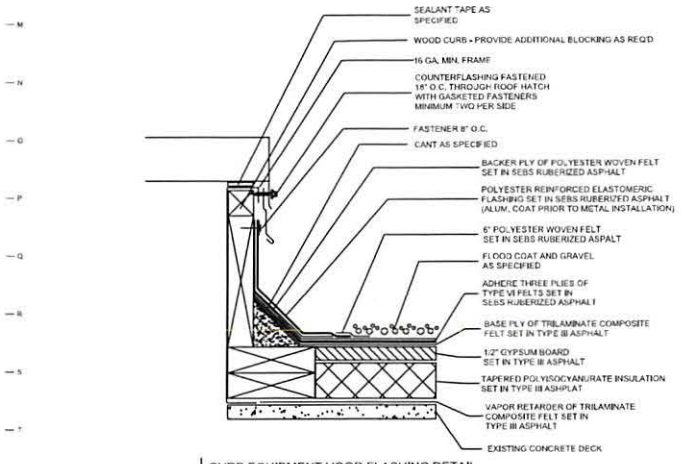
2" MIN.



#5 CURB EQUIPMENT FLASHING DETAIL  
SCALE: NTS



#6 (PP) PITCH POCKET DETAIL  
SCALE: NTS



#7 CURB EQUIPMENT HOOD FLASHING DETAIL  
SCALE: NTS

REVISIONS	NO.	DATE	BY

NOTES:

LEGEND:



CUSTOMER		
CITY OF SHEBOYGAN WWTP		
PROJECT		
NEW WATER TREATMENT BUILDING		
LOCATION		
SHEBOYGAN, WI		
DRAWN BY	DATE DRAWN	SHEET NAME
ER	06/2023	R2.1
APPROVED BY		

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
KASCHAK ROOFING, INC.**

**REGARDING ROOF REPLACEMENT  
AT  
SHEBOYGAN REGIONAL WASTE WATER TREATMENT FACILITY  
NEW WATER TREATMENT BUILDING**

This Agreement ("Agreement") is made and entered into effective this 19<sup>th</sup> day of May, 2020 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Kaschak Roofing, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City is the owner of the Waste Water Treatment Plant at 3333 Lakeshore Drive, Sheboygan, Wisconsin ("Waste Water Treatment Plant"), which includes the New Water Treatment Building; and

WHEREAS, the City wishes to have the a portion of the roof of the New Water Treatment Building replaced; and

WHEREAS, the City issued Request for Bids # 1979-20 to obtain bids from qualified providers of the services needed to complete the desired roof replacement at the New Water Treatment Building ("Services"); and

WHEREAS, the City has opened the bids, and determined that the bid from Contractor ("Bid") is the lowest responsive and responsible bid for the Services; and

WHEREAS, a copy of the Bid is attached to this Agreement and incorporated herein by reference; and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

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

## **Article 1. Scope of Services**

The Project Manual for the Roof Replacement Project is attached to this Contract as Exhibit 1.

Contractor shall complete the Services necessary to replace the roof at the New Water Treatment Building pursuant to the Project Manual. This includes the provision of all necessary labor, equipment, licenses, permits<sup>1</sup>, bonds, and travel expenses.

In general terms, Contractor shall:

- Remove the existing asphalt built up roof membrane, existing insulation, tapered lightweight concrete, vapor retarder, existing perimeter sheet metal trims to expose existing concrete deck.
- Install areas of new vapor retarder, new tapered thermal insulation, new gypsum cover board, hot applied asphalt built up roof membrane, perimeter flashings, sheet metal details, and related components.
- Provide the City with a 20 year roof system warranty package as specified for roof replacement projects.

As part of the Services, Contractor shall do the following:

Itemized List of Materials: Contractor shall provide an itemized material list to the Owner's Representative. The City will purchase the materials necessary for the completion of the Services. The City will provide a tax exempt certificate to Contractor for any approved purchase made by Contractor from vendors related to the Services.

Protection of Remaining Roof Membranes: Contractor shall confine roof traffic to the actual work area to the greatest extent possible. Where hauling over other areas is necessary, Contractor shall protect the roofs with 1" insulation and plywood. Contractor shall be responsible for acceptable repair of damage and leaks in trafficked areas during and after the performance of the Services.

Repair of Damaged Grounds: Contractor is responsible for the acceptable repair of any lawn, trees, pavement, exterior walls, or any other building components damaged during the Services. The City reserves the right to a retainage of funds until damage is repaired to the satisfaction of the Owner's Representative.

Repair of Damage Caused by Water Infiltration: Damage, including all labor and other costs incurred by the City, caused by water infiltration resulting from the failure of Contractor to secure each day's work in a watertight manner will be corrected at Contractor's expense.

Final Inspection: Contractor shall arrange a final inspection with the Owner's Representatives and address any and all defects to the satisfaction of the Owner's Representatives prior to submission of a final invoice for payment.

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

**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 Owner’s Representatives shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Owner’s Representatives shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

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

**Article 3. Responsibilities of the City**

As set forth in the Detailed Specifications, the City designates Bernie Rammer and Steve Jossart as Owner’s Representative for purposes of this Agreement. If the Owner’s Representative deems it appropriate, the Owner’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.

Upon receipt of the Itemized List of Materials from the Contractor, the City shall order the materials.

**Article 4. Compensation**

The City shall pay Contractor for the Services an amount not to exceed \$80,035.00. This does not include the cost of the Itemized List of Materials which, pursuant to Contractor’s Bid, will not exceed \$48,864.60.

Invoices shall be sent via first class mail postage prepaid. Payment will be remitted to Contractor within forty-five (45) 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 the Services described in Article 1 complete. The invoice shall be sent to:

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

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Owner’s Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. In the event that additional labor is approved, each hour of additional labor will not exceed \$75.00. In the event that additional materials are approved and are purchased by Contractor, the markup on the materials shall not exceed 15%.

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

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

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

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

Contractor shall, within fifteen (15) days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

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

**Article 7. Schedule**

Contractor shall commence work after receiving a Notice to Proceed from the Owner's Representative. At that point, Contractor shall commence work promptly, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed.

The Parties anticipate that the Notice to Proceed will be issued in August 2020, with the Services to start in September 2020.

Contractor shall complete the services by October 30, 2020, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The Owner's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

**Article 8. Liquidated Damages**

In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of Four Hundred and 00/100 Dollars (\$400.00) 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.

Permitting Contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

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

Contractor's Warranty for the Services is set forth in the Project Manual.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the Owner's Representative. The approval by the Owner'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 Owner'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 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's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

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

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, fifteen (15) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

**Article 13. Default**

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

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

The City shall send Contractor a written notice of default. If Contractor, within a period of fifteen (15) 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 Owner'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, Contractor shall indemnify and defend the City—including its Officials, Agents, and Employees—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 harmless the City, its Officials, Agents, and Employees 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 indemnify the City for 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 Purchasing Agent listing the City of Sheboygan as an additional insured:

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

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

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

Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

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

**Article 18. Conflict of Interest**

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

**Article 19. Waiver**

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

**Article 20. Severability**

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

**Article 21. Assignment**

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

**Article 22. Third Party Rights**

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

**Article 23. Governing Law and Venue**

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

**Article 24. Non-Discrimination**

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

**Article 25. Compliance with Laws**

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

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
City of Sheboygan	2301 W. Purdue Street
828 Center Ave.	Milwaukee, WI 53209
Sheboygan, Wisconsin 53083	

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

**Article 27. Intent to be Bound**

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

**Article 28. Force Majeure**

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

**Article 29. Integration and Modification**

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

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

1. This Agreement and its Attachments
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. Notice of Award
4. The Request for Bids (including all attachments)
5. All Addenda to the Request for Bids
6. Contractor's Bid Response (including the Items to be Attached)
7. All Other Submittals by Contractor
8. The Performance and Payment Bonds

(collectively "the Contract").

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

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

### **Article 30. Non-Collusion**

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

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

### **Article 31. Other Provisions**

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the Owner's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the Owner's Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. 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.
5. Definitions.
  - a. Final Acceptance: The event that occurs when Contractor issues to the City or the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.

- b. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.
- c. Final Payment: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.

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

**CITY OF SHEBOYGAN, WISCONSIN**

BY: Michael J. Vandersteen  
Michael J. Vandersteen, Mayor

ATTEST: Meredith DeBruin  
Meredith DeBruin, City Clerk

DATE: 5-19-20

**KASCHAK ROOFING, INC.**

BY: [Signature]

ATTEST: [Signature]

DATE: 4/16/2020

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. May 18, 2020.

Your Committee to whom was referred Res. No. 9-20-21 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to enter into a Continuing Professional Services Agreement with Donohue & Associates to provide on call engineering services for the Waste Water Treatment Plant; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

3.9

Res. No. 9 - 20 - 21. By Alderpersons Wolf and Sorenson.  
April 21, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a Continuing Professional Services Agreement with Donohue & Associates to provide on call engineering services for the Waste Water Treatment Plant.

WHEREAS, from time to time, it is necessary for projects at the Waste Water Treatment Plant to obtain outside engineering services in order to ensure proper project execution; and

WHEREAS, it is in the best interest of the City to enter into an agreement with Donohue & Associates allowing the Waste Water Treatment Plant to obtain those necessary outside engineering services as they are required.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached Continuing Professional Services Agreement with Donohue & Associates.

BE IT FURTHER RESOLVED: That the Director of Public Works may enter into written Task Orders under the Agreement with Donohue & Associates as necessary to ensure the proper execution of projects at the Waste Water Treatment Plant.

BE IT FURTHER RESOLVED: That the appropriate City Officials are authorized to draw funds from Account No. 60138300-52150 in payment of Task Orders under the Agreement with Donohue & Associates.

PH  
adopt

\_\_\_\_\_  
  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor



**CONTINUING PROFESSIONAL SERVICES AGREEMENT**

This Agreement is by and between:

City of Sheboygan (Owner)  
Department of Public Works  
2026 New Jersey Avenue  
Sheboygan, WI 53081

and

Donohue & Associates, Inc. (Donohue)  
3311 Weeden Creek Road  
Sheboygan, WI 53081

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire Agreement for this Project.

**APPROVED FOR OWNER**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED FOR DONOHUE**

By: \_\_\_\_\_

Printed Name: Michael Stohl

Title: Vice President

Date: \_\_\_\_\_

**PART I**  
**PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING**

**A. PROJECT DESCRIPTION**

Donohue shall perform the Services requested by the Owner and agreed to by Donohue. Such services shall be defined with a written Task Order including Scope of Services, Project Timing, and Compensation. The Task Order will be signed by Donohue and the Owner, and shall be incorporated into this Agreement as a Task Order. This Agreement shall be automatically renewed annually on the anniversary of its original execution. Either Donohue or Owner may terminate this Agreement by giving the other party written notice at least 30 days prior the renewal date.

**PART II**  
**OWNER RESPONSIBILITIES**

- A. In addition to other responsibilities of Owner set forth in this Agreement and each Task Order, Owner shall:
1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
  2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
  3. Provide to Donohue existing information regarding the existence and locations of utilities and other underground facilities.
  4. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
  5. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Condition, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

**PART III  
COMPENSATION, BILLING AND PAYMENT**

- A. Owner shall pay Donohue for Services in accordance with a project specific negotiated fee. Compensation will be designated in each Task Order and will apply only to the Task Order in which it is designated.
- B. Donohue will be compensated for professional services on a Task Order basis. Compensation will be a lump sum basis.
- C. Donohue will bill Owner monthly, with net payment due in 30 days. The invoice will contain a calculation of the amount of lump sum due based on percentage of Project completed during the billing period.
- D. Donohue will notify Owner if Project scope changes require modifications to the Task Order contract value. Services relative to scope changes will not be initiated without authorization from Owner.

## PART IV - STANDARD TERMS AND CONDITIONS – CITY OF SHEBOYGAN, WISCONSIN

- 1. STANDARD OF CARE.** Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.
- 2. CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.
- 3. HAZARDOUS ENVIRONMENTAL CONDITIONS.** Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.
- 4. SAFETY.** Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.
- 5. DELAYS.** If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation, if the delay extends beyond one year.
- 6. TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time. Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.
- 7. OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.
- 8. RELATIONSHIP TO CONTRACTORS.** Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.
- 9. CONSTRUCTION REVIEW.** For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.
- 10. BETTERMENT.** If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.
- 11. INSURANCE.** Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.
- 12. INDEMNIFICATION.** Except as otherwise provided in this Agreement, to the fullest extent permitted by law, Donohue hereby agrees to indemnify the Owner, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, and each of them, from and against suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable legal fees, costs, and expenses, but only to the extent they are found to be caused by a negligent act, error, or omission of Donohue or any of Donohue's officers, members, partners, agents, employees, or subconsultants acting under its direction or control in the performance of services under this Agreement. To the fullest extent permitted by law, Owner shall indemnify and hold Donohue, its employees, agents, and representatives, and Donohue's subconsultants, harmless from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence of the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.
- 13. LIMITATIONS OF LIABILITY.** No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement. Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of \$2,000,000 by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.
- 14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS.** All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Donohue grants Owner a license to use instruments of Donohue's services for the purpose of constructing, occupying or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting on behalf of Owner.
- 15. ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.
- 16. RECORDS RETENTION.** Both parties understand that the Owner is bound by the Wisconsin Public Records Law and, as such, this Agreement is subject to that law. Donohue acknowledges that it is obligated to assist the Owner in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement in which case Donohue shall defend and hold the Owner 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.
- 17. AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.
- 18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES.** This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.
- 19. NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.
- 20. DISPUTE RESOLUTION.** Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may mutually agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.
- 21. CONTROLLING LAW.** This Agreement is governed by the laws of the state in which the Project is located.
- 22. NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.
- 23. SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
- 24. AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
- 25. SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 26. NON-APPROPRIATION.** 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.
- 27. IDENTITY OF CONSULTANT.** Donohue acknowledges that one of the primary reasons for its selection by the Owner to perform the services are the qualifications and experience of Donohue. Donohue thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Donohue. Donohue shall not subcontract any part of the Services without the prior written permission of Owner. The Owner's designated project manager, the Wastewater Superintendent, shall have the ability to provide this written permission. Owner reserves the right to reject any of Donohue's personnel or proposed outside professional subconsultants, and the Owner reserves the right to request that acceptable replacement personnel be assigned to the project.
- 28. NO CONFLICT OF INTEREST.** Donohue 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. Donohue agrees that no person having any such interest shall be employed in the performance of this Agreement.
- 29. COMPLIANCE WITH LAWS.** In performing the Services under this Agreement, Donohue shall comply with applicable federal, state and local statutes, ordinances, plans, and regulations in effect at the time the services are performed.
- 99930. INTEGRATION AND MODIFICATION.** This Agreement is the entire and integrated agreement between Donohue and Owner regarding the subject matter of this Agreement. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Agreement.

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. May 18, 2020.

Your Committee to whom was referred Res. No. 16-20-21 by Alderpersons Donohue and Bohren authorizing the City of Sheboygan to enter into a contract with Municipal Property Insurance Company (MPIC) for building and property insurance coverage; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

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Res. No. 16 - 20 - 21. By Alderpersons Donohue and Bohren.  
May 4, 2020.

A RESOLUTION authorizing the City of Sheboygan to enter into a contract with Municipal Property Insurance Company (MPIC) for building and property insurance coverage.

WHEREAS, state law and the City's Procurement Policy allows the City to join with other purchasing associations in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, the Municipal Property Insurance Company (MPIC) was formed by three municipal insurance companies - Wisconsin Municipal Mutual Insurance Company, Cities and Villages Mutual Insurance Company, and the League of Wisconsin Municipal Mutual Insurance Company - to provide a stable, long-term solution for property insurance for Wisconsin local government entities; and

WHEREAS, the City currently obtains its building and property insurance coverage from MPIC; and

WHEREAS, the City has obtained a quote from MPIC for building and property insurance coverage to renew that coverage for the period from June 1, 2020 through May 31, 2021; and

WHEREAS, Staff believes that this cost is reasonable in light of the buildings and properties being insured.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City Officials are hereby authorized to execute a contract with the Municipal Property Insurance Company (MPIC) to provide building and property insurance coverage to the City for the period from June 1, 2020 through May 31, 2021, pursuant to a contract substantially similar to the one attached, at a cost not to exceed One Hundred Sixty Thousand Dollars (\$160,000.00).

Fyk  
adopt

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Prepaid Insurance Account No. 705-155010, in payment of same.

*By Lynne Nowlan*

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I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



# MUNICIPAL PROPERTY INSURANCE COMPANY

9701 Brader Way, Suite 301, Middleton, WI 53562 - (608) 821-6303

## RENEWAL POLICY QUOTE

Policy # 5000130\_Q-1

Agent Pallin Allen

Named Insured and Principal Address:

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081-4497

Contact:

Marty Halverson  
920-459-3882

Policy Period: 12:01 am 06/01/2020 to 06/01/2021

Coverage	Deductible	TIV	Rate	Annual Premium
Buildings, Personal Property & Property in the Open	5,000	209,845,400	0.065	136,408
Contractors Equipment - New Replacement Cost	1,000	8,541,656	0.192	16,400
Contractors Equipment valued under \$25,000	1,000	538,336	N/A	0
Monies & Securities <b>Schedule Attached</b>	1,000	17,000	0.50	85
Specific Limit Coverage <b>Schedule Attached</b>	5,000	100,000	0.0724	72
Vacancy Permit <b>Schedule Attached</b>	5,000	9,631,458	0.029	2,793
Pier and Wharf Limited Coverage <b>Schedule Attached</b>	1,000 / 10%	4,100	0.40	50
<b>Total Annual Premium</b>		<b>\$155,808</b>		

### Comments

This quote is your estimated renewal policy premium amount with coverages and coverage amounts as shown.

**This quote becomes null and void within 30 days of transaction effective date.**



**MUNICIPAL PROPERTY INSURANCE COMPANY**  
 9701 Brader Way, Suite 301, Middleton, WI 53562 - (608) 821-6303

**DECLARATIONS**

Policy # 5000130\_Q-1  
 Replaces Policy # 240090  
 Agent Pallin Allen

Item I. Named Insured and Principal Address: Contact:  
 City of Sheboygan Marty Halverson  
 828 Center Avenue 920-459-3882  
 Sheboygan, WI 53081-4497

Item II. Policy Period:

This Policy takes effect at 12:01 A.M., 06/01/2020, and expires at 12:01 A.M., 06/01/2021.

These effective and expiration times are based upon the local times at the principal address of the first named insured stated in Item I. above.

Item III. Coverages:

Coverage	Deductible	TIV	Rate	Annual Premium
Buildings, Personal Property & Property in the Open	5,000	209,845,400	0.065	136,408
Contractors Equipment - New Replacement Cost	1,000	8,541,656	0.192	16,400
Contractors Equipment valued under \$25,000	1,000	538,336	N/A	0
Monies & Securities <b>Schedule Attached</b>	1,000	17,000	0.50	85
Specific Limit Coverage <b>Schedule Attached</b>	5,000	100,000	0.0724	72
Vacancy Permit <b>Schedule Attached</b>	5,000	9,631,458	0.029	2,793
Pier and Wharf Limited Coverage <b>Schedule Attached</b>	1,000 / 10%	4,100	0.40	50

**Total Annual Premium \$155,808 Billed to Insured**

Item IV. Forms and Endorsements made part of this policy at time of issue:

Form	Edition Date	Description
MPIC-001	04-2019	Municipal Property Insurance Company Policy
MPIC-002Q	01-2020	Municipal Property Insurance Company Policy Quote
MPIC-004	06-2016	Statement of Values
MPIC-004 CE	06-2016	Contractor's Equipment
MPIC-004 PITO	06-2016	Property in the Open

MPIC-006	04-2019	Joint Loss Agreement Endorsement
MPIC-008	04-2019	Cap Of Losses From Certified Acts Of Terrorism
MPIC-103	04-2019	Specific Limit Endorsement
MPIC-104	04-2019	Vacancy Permit
MPIC-201	04-2019	Monies And Securities Endorsement
MPIC-204	04-2019	Pier and Wharf Limited Coverage Endorsement
MPIC-300	01-2020	Contractors Equipment New Replacement Cost Coverage Endorsement
MPIC-506	06-2016	Coverage of Computer-Related Losses Endorsement
MPIC-510	01-2019	Tax Lien Property Coverage
MPIC-511	04-2019	Leased Property Coverage

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Item V. Loss Payees:

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Item VI. Variable Coverage Schedules:

<b>Monies &amp; Securities</b>		
City Hall		17,000
		17,000
<b>Pier and Wharf Limited Coverage</b>		
HARBOR CENTRE MARINA - FLOATING DOCK		4,100
		4,100
<b>Vacancy Permit</b>		
Social Security Building - Vacancy Permit		285,000
Municipal Armory: 516 Broughton Drive - Vacancy Permit		9,346,458
		9,631,458
<b>Specific Limit Coverage</b>		
1920 Stahl Rd., Sheboygan, WI 53081 - Poth Farm		100,000
		100,000

# STATEMENT OF VALUES

## MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 209,845,400

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
<b>1 CITY HALL</b>							
	1	CITY HALL 828 CENTER AVENUE SHEBOYGAN WI 53081	1917	3	37,320	\$11,791,900	\$1,866,000
		Property in the open					\$13,500
		<b>CITY HALL (1) Total</b>				<b>\$11,791,900</b>	<b>\$1,879,500</b>
<b>2 FIRE ENGINE HOUSE 1</b>							
	1	FIRE ENGINE HOUSE 1 833 NEW YORK AVENUE SHEBOYGAN WI 53081	1907	2	13,002	\$2,886,100	\$283,200
		<b>FIRE ENGINE HOUSE 1 (2) Total</b>				<b>\$2,886,100</b>	<b>\$283,200</b>
<b>3 FIRE ENGINE HOUSE 2</b>							
	1	FIRE ENGINE HOUSE 2 2413 SOUTH 18TH STREET SHEBOYGAN WI 53081	1960	1	9,599	\$1,629,600	\$243,200
		<b>FIRE ENGINE HOUSE 2 (3) Total</b>				<b>\$1,629,600</b>	<b>\$243,200</b>
<b>4 FIRE ENGINE HOUSE 3</b>							
	1	FIRE ENGINE HOUSE 3 1326 N 25TH STREET SHEBOYGAN WI 53081	1971	2	27,936	\$5,237,700	\$993,100
	2	TRAINING FACILITY 1326 N 25TH STREET SHEBOYGAN WI 53081	2000	2	3,104	\$351,200	\$15,000
		Property in the open					\$1,200
		<b>FIRE ENGINE HOUSE 3 (4) Total</b>				<b>\$5,588,900</b>	<b>\$1,009,300</b>
<b>5 FIRE STATION # 5</b>							
	1	FIRE STATION # 5 4504 SOUTH 18TH STREET SHEBOYGAN WI 53081	2006	1	7,004	\$1,087,300	\$288,900
		<b>FIRE STATION # 5 (5) Total</b>				<b>\$1,087,300</b>	<b>\$288,900</b>
<b>6 PLAZA 8 FOUNTAIN</b>							
	1	PLAZA 8 FOUNTAIN 700 BLOCK OF 8TH SHEBOYGAN WI 53081	1975	1	540	\$75,400	\$0
		<b>PLAZA 8 FOUNTAIN (6) Total</b>				<b>\$75,400</b>	<b>\$0</b>
<b>7 FOUNTAIN PARK</b>							
	1	FOUNTAIN PARK BANDSHELL 930 N 8TH STREET SHEBOYGAN WI 53081	1915	1	1,624	\$326,900	\$15,000
	2	FOUNTAIN PARK FOUNTAIN ERIE AVENUE AND NORTH 9TH	1915	1	84	\$50,300	\$1,900

# STATEMENT OF VALUES

## MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 209,845,400

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		STREET SHEBOYGAN WI 53081					
		<b>FOUNTAIN PARK (7) Total</b>				<b>\$377,200</b>	<b>\$16,900</b>
<b>8</b>		<b>END PARK</b>					
	1	COMFORT STATION 13TH STREET AND LOS ANGELES AVENUE SHEBOYGAN WI 53081	2003	1	513	\$153,900	\$2,800
	2	SHELTER 13TH AND LOS ANGELES AVENUE SHEBOYGAN WI 53081	2005	1	1,140	\$148,200	\$1,900
		<b>END PARK (8) Total</b>				<b>\$302,100</b>	<b>\$4,700</b>
<b>9</b>		<b>ROOSEVELT PARK</b>					
	1	LIGHT CONTROL HOUSE SOUTH 12TH & MEAD AVENUE SHEBOYGAN WI 53081	1980	1	80	\$12,000	\$1,000
	2	SHELTER HOUSE SOUTH 12TH & MEAD AVENUE SHEBOYGAN WI 53081	1980	1	2,240	\$264,700	\$22,500
		Property in the open					\$900,000
		<b>ROOSEVELT PARK (9) Total</b>				<b>\$276,700</b>	<b>\$923,500</b>
<b>10</b>		<b>COLE PARK</b>					
	1	COMFORT STATION NORTH 4TH AND NORTH 3RD STREET SHEBOYGAN WI 53081	1980	1	408	\$61,200	\$2,300
		<b>COLE PARK (10) Total</b>				<b>\$61,200</b>	<b>\$2,300</b>
<b>11</b>		<b>DELAND PARK</b>					
	1	BEACH HOUSE 825 BROUGHTON DRIVE SHEBOYGAN WI 53081	1985	1	1,978	\$656,600	\$17,500
	2	FISH CLEANING STATION COMFORT 825 BROUGHTON DRIVE SHEBOYGAN WI 53081	1980	1	801	\$136,200	\$4,800
	3	GROUP PICNIC SHELTER 825 BROUGHTON DRIVE SHEBOYGAN WI 53081	1985	1	648	\$77,800	\$9,700
	4	SOUTH SHELTER DELAND HOME 825 BROUGHTON DRIVE SHEBOYGAN WI 53081	1920	1	1,320	\$198,000	\$23,600
		Property in the open					\$743,500
		<b>DELAND PARK (11) Total</b>				<b>\$1,068,600</b>	<b>\$799,100</b>

# STATEMENT OF VALUES

## MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 209,845,400

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
<b>12</b>		<b>KING PARK</b>					
	1	PARK PAVILION 1601 S 7TH ST SHEBOYGAN WI 53081	2009	1	2,560	\$748,700	\$0
	2	SHELTER LAKESHORE DR AND BROADWAY SHEBOYGAN WI 53081	1934	1	913	\$137,000	\$4,400
<b>KING PARK (12) Total</b>						<b>\$885,700</b>	<b>\$4,400</b>
<b>13</b>		<b>VOLLRATH PARK</b>					
	1	COMFORT STATION PARK AVENUE AND 2ND STREET SHEBOYGAN WI 53081	1980	1	1,485	\$222,800	\$2,500
	2	CONCESSION STAND PARK AVENUE AND NORTH 2ND STREET SHEBOYGAN WI 53081	1980	1	500	\$40,000	\$10,200
	3	ELECTRIC SWITCH HOUSE PARK AVENUE AND 2ND STREET SHEBOYGAN WI 53081	1980	1	100	\$15,000	\$1,400
Property in the open							\$1,231,500
<b>VOLLRATH PARK (13) Total</b>						<b>\$277,800</b>	<b>\$1,245,600</b>
<b>14</b>		<b>LAKE VIEW PARK</b>					
	1	COMFORT STATION LAKESHORE DR AND SHOOTING PARKRD SHEBOYGAN WI 53081	1980	1	560	\$84,000	\$3,200
	2	SHELTER HOUSE LAKESHORE DR AND SHOOTING PARKRD SHEBOYGAN WI 53081	1912	1	1,176	\$176,400	\$5,500
<b>LAKE VIEW PARK (14) Total</b>						<b>\$260,400</b>	<b>\$8,700</b>
<b>15</b>		<b>EVERGREEN PARK</b>					
	1	AREA #1 COMFORT STATION 2614 PINE GROVE AVENUE SHEBOYGAN WI 53081	2001	1	720	\$223,200	\$0
	2	BAR STAND AREA 1 HWY 42 SHEBOYGAN WI 53081	1917	1	668	\$53,500	\$15,400
	3	COMFORT STATION HWY 42 SHEBOYGAN WI 53081	1974	1	481	\$72,200	\$2,800
	4	COMFORT STATION AREA 2 HWY 42	1980	1	800	\$120,000	\$4,700

# STATEMENT OF VALUES

## MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 209,845,400

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		SHEBOYGAN WI 53081					
	5	COMFORT STATION AREA 4 & 5 HWY 42 SHEBOYGAN WI 53081	1980	1	656	\$98,400	\$3,000
	6	Shaw Shelter HWY 42 SHEBOYGAN WI 53081	2018	0	0	\$208,000	\$0
	7	SHELTER HOUSE AREA 5 HWY 42 SHEBOYGAN WI 53081	1917	1	846	\$126,900	\$4,000
	8	TOOL HOUSE AREA 1 HWY 42 SHEBOYGAN WI 53081	1950	1	192	\$9,600	\$2,800
		Property in the open					\$841,800
		<b>EVERGREEN PARK (15) Total</b>				<b>\$911,800</b>	<b>\$874,500</b>
<b>16</b>		<b>JAYCEE PARK</b>					
	1	QUARRY BATH HOUSE 3401 CALUMET DRIVE SHEBOYGAN WI 53081	1979	1	5,000	\$738,400	\$25,000
		Property in the open					\$839,800
		<b>JAYCEE PARK (16) Total</b>				<b>\$738,400</b>	<b>\$864,800</b>
<b>17</b>		<b>KIWANIS PARK</b>					
	1	AREA #8 COMFORT STATION SHELTER KIWANIS PARK DRIVE SHEBOYGAN WI 53081	2000	1	720	\$216,000	\$0
	2	COMFORT STATION KIWANIS PARK DRIVE SHEBOYGAN WI 53081	1980	1	1,350	\$202,500	\$6,400
	3	CONCESSION STAND KIWANIS PARK DRIVE SHEBOYGAN WI 53081	1980	1	558	\$83,700	\$12,400
	4	FIELD HOUSE 511 KIWANIS PARK DRIVE SHEBOYGAN WI 53081	1924	1	4,252	\$856,600	\$45,000
	5	SHELTER HOUSE UNION AVENUE AND SOUTH 22ND ST SHEBOYGAN WI 53081	1946	1	1,133	\$170,000	\$25,400
	6	Skatepark UNION AVENUE AND SOUTH 22ND ST SHEBOYGAN WI 53081	2019	1	12,000	\$470,600	\$0
		<b>KIWANIS PARK (17) Total</b>				<b>\$1,999,400</b>	<b>\$89,200</b>

# STATEMENT OF VALUES

## MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 209,845,400

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
<b>18</b>		<b>MUNICIPAL SERVICE SITE</b>					
	1	MUNICIPAL SERVICE BUILDING 2026 NEW JERSEY AVENUE SHEBOYGAN WI 53081	1965	1	121,198	\$19,070,100	\$3,872,000
	2	POLICE IMPOUND GARAGE 2026 NEW JERSEY AVENUE SHEBOYGAN WI 53081	1990	1	6,680	\$342,200	\$0
	3	SALT SHED (ADD01) 2026 NEW JERSEY AVENUE SHEBOYGAN WI 53081	2019	1	6,000	\$246,100	\$0
		<b>MUNICIPAL SERVICE SITE (18) Total</b>				<b>\$19,658,400</b>	<b>\$3,872,000</b>
<b>19</b>		<b>CLEVELAND PARK</b>					
	1	Park Open Pavilion 2321 Geele Ave SHEBOYGAN WI 53081	2013	1	864	\$73,500	\$11,400
	2	Restroom Facility 2321 Geele Ave SHEBOYGAN WI 53081	2013	1	420	\$84,000	\$6,400
	3	SHELTER HOUSE NORTH 25TH AND GEELE AVENUE SHEBOYGAN WI 53081	1956	1	1,128	\$169,200	\$6,700
		Property in the open					\$8,100
		<b>CLEVELAND PARK (19) Total</b>				<b>\$326,700</b>	<b>\$32,600</b>
<b>20</b>		<b>WILDWOOD BASEBALL COMPLEX</b>					
	1	COMFORT STATION 22ND & NEW JERSEY SHEBOYGAN WI 53081	1980	1	897	\$134,600	\$5,300
	2	Concessions Rest Room Building 2328 Wildwood Ave SHEBOYGAN WI 53081	1981	0	520	\$78,000	\$0
	3	Dugout 2328 Wildwood Ave SHEBOYGAN WI 53081	2011	1	250	\$35,000	\$0
	4	Dugout 2328 Wildwood Ave SHEBOYGAN WI 53081	2011	1	250	\$35,000	\$0
	5	GARAGE 2328 Wildwood Ave SHEBOYGAN WI 53081	1970	1	520	\$20,800	\$3,000
	6	Garage 2328 Wildwood Ave SHEBOYGAN WI 53081	2000	1	484	\$14,600	\$0
	7	Pavilion	1990	1	400	\$12,000	\$0

# STATEMENT OF VALUES

## MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 209,845,400

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		2328 Wildwood Ave SHEBOYGAN WI 53081					
	8	Press Box 2328 Wildwood Ave SHEBOYGAN WI 53081	1997	2	1,280	\$192,000	\$0
	9	Storage Shed 2328 Wildwood Ave SHEBOYGAN WI 53081	1998	1	96	\$2,900	\$0
		Property in the open					\$390,800
		<b>WILDWOOD BASEBALL COMPLEX (20) Total</b>				<b>\$524,900</b>	<b>\$399,100</b>
<b>21</b>		<b>NELESENS FISH</b>					
	1	NELESENS FISH 715 S FRANKLIN SHEBOYGAN WI 53081	1948	1	1,250	\$62,500	\$0
		<b>NELESENS FISH (21) Total</b>				<b>\$62,500</b>	<b>\$0</b>
<b>22</b>		<b>ROTARY RIVERVIEW PARK</b>					
	1	COMFORT STATION FRANKLIN STREET SHEBOYGAN WI 53081	1980	1	400	\$64,000	\$2,300
		Property in the open					\$222,800
		<b>ROTARY RIVERVIEW PARK (22) Total</b>				<b>\$64,000</b>	<b>\$225,100</b>
<b>23</b>		<b>WILDWOOD CEMETERY</b>					
	1	GARAGE WILDWOOD AVENUE SHEBOYGAN WI 53081	1920	1	1,920	\$105,600	\$64,500
	2	STORAGE BUILDING EVANS AVENUE SHEBOYGAN WI 53081	1980	1	1,071	\$64,300	\$15,400
		<b>WILDWOOD CEMETERY (23) Total</b>				<b>\$169,900</b>	<b>\$79,900</b>
<b>24</b>		<b>MAYWOOD</b>					
	1	BARN 3615 MUELLER ROAD SHEBOYGAN WI 53081	1950	1	1,500	\$112,500	\$21,600
	2	EQUIPMENT SHED 3615 MUELLER ROAD SHEBOYGAN WI 53081	1980	1	556	\$30,600	\$8,000
	3	EQUIPMENT SHED 3615 MUELLER ROAD SHEBOYGAN WI 53081	1980	1	945	\$52,000	\$13,700
	4	GARAGE 3615 MUELLER ROAD	1974	1	712	\$39,200	\$10,600

# STATEMENT OF VALUES

## MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 209,845,400

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		SHEBOYGAN WI 53081					
	5	GARAGE 3615 MUELLER ROAD SHEBOYGAN WI 53081	1974	1	1,200	\$66,000	\$39,900
	6	STORAGE BUILDING 3615 MUELLER ROAD SHEBOYGAN WI 53081	1980	1	3,360	\$184,800	\$49,100
		<b>MAYWOOD (24) Total</b>				<b>\$485,100</b>	<b>\$142,900</b>
<b>25</b>		<b>MEAD PUBLIC LIBRARY</b>					
	1	SHEBOYGAN PUBLIC LIBRARY 710 N 8TH STREET SHEBOYGAN WI 53081	1975	3	96,126	\$18,460,500	\$9,066,000
		Property in the open					\$42,700
		<b>MEAD PUBLIC LIBRARY (25) Total</b>				<b>\$18,460,500</b>	<b>\$9,108,700</b>
<b>26</b>		<b>BUS TERMINAL</b>					
	1	BUS SHELTER 608 SOUTH COMMERCE STREET SHEBOYGAN WI 53081	2005	1	1,600	\$816,900	\$0
	2	BUS TERMINAL 608 SOUTH COMMERCE STREET SHEBOYGAN WI 53081	1975	1	39,315	\$6,234,600	\$0
		Property in the open					\$152,800
		<b>BUS TERMINAL (26) Total</b>				<b>\$7,051,500</b>	<b>\$152,800</b>
<b>27</b>		<b>ENVIRONMENTAL CENTER</b>					
	1	MAYWOOD 3615 MUELLER ROAD SHEBOYGAN WI 53081	1974	1	22,360	\$2,710,000	\$74,000
	2	MAYWOOD WITH ADDITION 3615 MUELLER ROAD SHEBOYGAN WI 53081	2006	0	0	\$	\$0
		Property in the open					\$3,900
		<b>ENVIRONMENTAL CENTER (27) Total</b>				<b>\$2,710,000</b>	<b>\$77,900</b>
<b>28</b>		<b>NORTH SIDE PUMP STATION</b>					
	1	NORTHSIDE PUMP STATION 2645 BLACKSTOCK AVENUE SHEBOYGAN WI 53081	1980	1	1,905	\$842,700	\$0
		<b>NORTH SIDE PUMP STATION (28) Total</b>				<b>\$842,700</b>	<b>\$0</b>
<b>29</b>		<b>SOUTH SIDE PUMP STATION</b>					
	1	SOUTHSIDE PUMP STATION 1218 SOUTH 7TH STREET	1914	1	3,500	\$2,338,100	\$0

# STATEMENT OF VALUES

## MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 209,845,400

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		SHEBOYGAN WI 53081					
		<b>SOUTH SIDE PUMP STATION (29)</b>				<b>\$2,338,100</b>	<b>\$0</b>
		<b>Total</b>					
<b>30</b>		<b>FIRE DEPARTMENT</b>					
	1	FIRE DEPARTMENT #4 2622 N 15TH STREET SHEBOYGAN WI 53081	1988	1	11,198	\$2,126,200	\$313,600
		<b>FIRE DEPARTMENT (30) Total</b>				<b>\$2,126,200</b>	<b>\$313,600</b>
<b>31</b>		<b>WASTEWATER TREATMENT PLANT</b>					
	1	ADMINISTRATION BUILDING N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	33,802	\$5,587,400	\$565,000
	2	BLEACH BUILDING (ADD12) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	900	\$244,800	\$0
	3	BLOWER BUILDING (ADD11) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	3,674	\$1,638,900	\$0
	4	BLOWER BUILDING 2 (ADD25) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	3,674	\$1,515,500	\$0
	5	CHEMICAL STORAGE BUILDING N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	0	0	\$	\$0
	6	CHLORINE CONTACT CHAMBER (ADD17) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	5,250	\$1,147,400	\$0
	7	CHLORINE CONTACT CHAMBER 2 (ADD18) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	5,460	\$1,176,600	\$0
	8	CLARIFIER (ADD02) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	8,100	\$1,856,700	\$0
	9	CLARIFIER (ADD03) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	8,100	\$1,856,700	\$0
	10	CLARIFIER 3 (ADD04) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	8,100	\$1,856,700	\$0
	11	CLARIFIER 4 (ADD05) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	8,100	\$1,856,700	\$0

# STATEMENT OF VALUES

## MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 209,845,400

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
	12	DIGESTER BUILDING 1 (ADD22) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	18,939	\$5,723,100	\$0
	13	DIGESTER BUILDING 2 (ADD23) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	21,067	\$6,369,000	\$0
	14	DRYER BUILDING (ADD14) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	19,797	\$6,318,500	\$0
	15	FINISHED CLARIFIER (ADD06) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	11,025	\$2,353,700	\$0
	16	FINISHED CLARIFIER (ADD07) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	11,025	\$2,353,700	\$0
	17	FINISHED CLARIFIER (ADD09) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	11,025	\$2,353,700	\$0
	18	FINISHED CLARIFIER 3 (ADD08) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	11,025	\$2,353,700	\$0
	19	Galleries (ADD13) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	29,990	\$10,754,400	\$0
	20	HARVESTER BUILDING (ADD15) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	2002	1	960	\$1,044,200	\$0
	21	INFLUENT BUILDING (ADD01) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1997	1	2,500	\$1,903,900	\$0
	22	OXIDATION DITCH (ADD16) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	18,000	\$3,830,500	\$0
	23	OXIDATION DITCH 2 (ADD24) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	18,000	\$3,830,500	\$0
	24	PRESS BUILDING (ADD10) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	11,304	\$2,903,100	\$0
	25	PUMP STATION N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	1980	1	10,607	\$4,931,800	\$0
	26	SLUDGE STORAGE TANK (ADD20) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	2002	1	7,852	\$1,404,100	\$0
	27	SLUDGE STORAGE TANK 2 (ADD21)	2002	1	1,649	\$1,872,100	\$0

# STATEMENT OF VALUES

## MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 209,845,400

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081					
	28	SOLIDS HANDLING BUILDING N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	0	0	0	\$	\$0
	29	VERDESIS MICRO-TURBINES (TWO - 2) N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	0	0	0	\$	\$0
	30	WASTEWATER TREATMENT PROCESS N3333 LAKESHORE DRIVE SHEBOYGAN WI 53081	2006	0	0	\$	\$0
		Property in the open					\$291,400
		<b>WASTEWATER TREATMENT PLANT (31) Total</b>				<b>\$79,037,400</b>	<b>\$856,400</b>
<b>32</b>		<b>YOUTH BOATING FACILITY</b>					
	1	YOUTH BOATING FACILITY 619 BROUGHTON DRIVE SHEBOYGAN WI 53081	2004	1	2,000	\$289,100	\$10,000
		<b>YOUTH BOATING FACILITY (32) Total</b>				<b>\$289,100</b>	<b>\$10,000</b>
<b>33</b>		<b>HARBOR CENTRE MARINA</b>					
	1	ADMINISTRATION BUILDING 821 BROUGHTON DRIVE SHEBOYGAN WI 53081	2004	1	10,049	\$2,264,200	\$122,200
	2	FUEL ATTENDANTS BUILDING 821 BROUGHTON DRIVE SHEBOYGAN WI 53081	2004	1	780	\$124,800	\$57,900
		Property in the open					\$4,100
		<b>HARBOR CENTRE MARINA (33) Total</b>				<b>\$2,389,000</b>	<b>\$184,200</b>
<b>34</b>		<b>DELAND PARK COMMUNITY CENTER</b>					
	1	DELAND PARK COMMUNITY CENTER 901 BROUGHTON DRIVE SHEBOYGAN WI 53081	1994	1	2,336	\$518,600	\$20,000
		<b>DELAND PARK COMMUNITY CENTER (34) Total</b>				<b>\$518,600</b>	<b>\$20,000</b>
<b>35</b>		<b>SENIOR CENTER</b>					
	1	SENIOR CENTER 428 WISCONSIN AVE SHEBOYGAN WI 53081	1969	1	18,793	\$3,181,000	\$259,200

# STATEMENT OF VALUES

## MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 209,845,400

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
<b>SENIOR CENTER (35) Total</b>						<b>\$3,181,000</b>	<b>\$259,200</b>
<b>36</b>	<b>LIFT STATION INDIANA AVE</b>						
	1	INDIANA AVE LIFT STATION 2827 INDIANA AVENUE SHEBOYGAN WI 53081	1997	1	595	\$623,800	\$0
<b>LIFT STATION INDIANA AVE (36) Total</b>						<b>\$623,800</b>	<b>\$0</b>
<b>37</b>	<b>Lift Stations</b>						
	1	INDIAN MEADOWS PKG LIFT STN 63 S HIAWATHA CIRCLE SHEBOYGAN WI 53081	1980	1	0	\$358,600	\$0
<b>Lift Stations (37) Total</b>						<b>\$358,600</b>	<b>\$0</b>
<b>38</b>	<b>POTH FARM</b>						
	1	POTH FARM 1920 STAHL ROAD SHEBOYGAN WI 53081	1900	1	4,200	\$352,100	\$0
<b>POTH FARM (38) Total</b>						<b>\$352,100</b>	<b>\$0</b>
<b>39</b>	<b>FISH CLEANING STATION RESTROOMS</b>						
	1	FISH CLEANING STATION RESTROOM 701 SOUTH PIER DRIVE SHEBOYGAN WI 53081	2005	1	1,248	\$395,600	\$0
<b>FISH CLEANING STATION RESTROOMS (39) Total</b>						<b>\$395,600</b>	<b>\$0</b>
<b>40</b>	<b>SHERIDAN PARK</b>						
Property in the open							\$87,500
<b>SHERIDAN PARK (40) Total</b>						<b>\$0</b>	<b>\$87,500</b>
<b>41</b>	<b>VETERANS PARK</b>						
	1	Park Open Pavilion 2220 Union Ave SHEBOYGAN WI 53081	2013	1	864	\$56,200	\$11,400
	2	Rest Room facilities 2220 Union Ave SHEBOYGAN WI 53081	2013	1	480	\$96,000	\$6,400
<b>VETERANS PARK (41) Total</b>						<b>\$152,200</b>	<b>\$17,800</b>
<b>42</b>	<b>OPTIMIST PARK</b>						
	1	Park Open Pavilion 2004 Carmen Ave SHEBOYGAN WI 53081	2013	1	864	\$56,200	\$11,400
	2	Restroom Facility	2013	1	420	\$84,000	\$6,400

# STATEMENT OF VALUES

## MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 209,845,400

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		2004 Carmen Ave SHEBOYGAN WI 53081					
		Property in the open					\$165,200
		<b>OPTIMIST PARK (42) Total</b>				<b>\$140,200</b>	<b>\$183,000</b>
<b>43</b>		<b>VOIGHT PARK</b>					
		Property in the open					\$28,200
		<b>VOIGHT PARK (43) Total</b>				<b>\$0</b>	<b>\$28,200</b>
<b>44</b>		<b>Sports Complex Butzen Estate</b>					
	1	Farmstead Garage 3936 S Business Dr SHEBOYGAN WI 53081	1890	1	548	\$16,500	\$0
	2	Garage [1B] 3936 S Business Dr SHEBOYGAN WI 53081	1960	1	507	\$15,300	\$0
	3	House 3936 S Business Dr SHEBOYGAN WI 53081	1960	1	1,194	\$113,500	\$6,200
	4	Original Farm Home 3936 S Business Dr SHEBOYGAN WI 53081	1890	2	1,131	\$107,500	\$0
	5	Pole Barn 3936 S Business Dr SHEBOYGAN WI 53081	1970	1	786	\$27,600	\$0
	6	Storage Shed 3936 S Business Dr SHEBOYGAN WI 53081	1900	1	726	\$18,200	\$0
	7	SUMMER KITCHEN 3936 S Business Dr SHEBOYGAN WI 53081	1920	1	250	\$6,300	\$0
		<b>Sports Complex Butzen Estate (44) Total</b>				<b>\$304,900</b>	<b>\$6,200</b>
<b>45</b>		<b>PITO THROUGHOUT / CE</b>					
		Property in the open					\$1,336,200
		<b>PITO THROUGHOUT / CE (45) Total</b>				<b>\$0</b>	<b>\$1,336,200</b>
<b>46</b>		<b>PARK PITO</b>					
		Property in the open					\$122,700
		<b>PARK PITO (46) Total</b>				<b>\$0</b>	<b>\$122,700</b>
<b>47</b>		<b>Social Security Building</b>					
	1	Social Security Building vacant 606 N 9TH ST SHEBOYGAN WI 53081	1973	1	4,593	\$524,600	\$0

# STATEMENT OF VALUES

## MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 209,845,400

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
<b>Social Security Building (47) Total</b>						<b>\$524,600</b>	<b>\$0</b>
<b>48</b>	<b><i>PERSHING LIFT STATION [ADD01]</i></b>						
	1	Lift Station 3265 N 6TH STREET SHEBOYGAN WI 53081	1980	1	0	\$317,300	\$0
<b>PERSHING LIFT STATION [ADD01] (48) Total</b>						<b>\$317,300</b>	<b>\$0</b>
<b>49</b>	<b><i>Former Craft Building</i></b>						
	1	Former Craft Building 1015 S. 10th Street Sheboygan WI 53081	0	0	1,600	\$96,000	\$15,000
<b>Former Craft Building (49) Total</b>						<b>\$96,000</b>	<b>\$15,000</b>
<b>50</b>	<b><i>Police Station</i></b>						
	1	Police Station 1315 North 23rd Street Sheboygan WI 53081	2008	1	34,687	\$7,524,800	\$1,380,000
	2	Police Garage 1315 North 23rd Street Sheboygan WI 53081	2008	1	10,517	\$784,900	\$367,500
<b>Police Station (50) Total</b>						<b>\$8,309,700</b>	<b>\$1,747,500</b>
<b>Building Subtotal</b>						<b>\$182,029,100</b>	
<b>Contents Subtotal</b>							<b>\$20,388,600</b>
<b>Property in the Open Subtotal</b>							<b>\$7,427,700</b>
<b>Building, Contents and PITO Total</b>						<b>\$209,845,400</b>	

# PROPERTY IN THE OPEN

## MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	New Cost of Replacement
<b>1</b>	<b>CITY HALL</b>		
	COMMUNICATIONS TOWER		\$13,500
	<b>CITY HALL (1) TOTAL</b>		<b>\$13,500</b>
<b>4</b>	<b>FIRE ENGINE HOUSE 3</b>		
	LADDER,HORIZONTAL		\$1,200
	<b>FIRE ENGINE HOUSE 3 (4) TOTAL</b>		<b>\$1,200</b>
<b>9</b>	<b>ROOSEVELT PARK</b>		
	PLAYSTRUCTURE,WOOD LRG		\$523,900
	TENNIS COURT,TWO		\$376,100
	<b>ROOSEVELT PARK (9) TOTAL</b>		<b>\$900,000</b>
<b>11</b>	<b>DELAND PARK</b>		
	BENCHES		\$13,000
	BOUNCER,ANIMAL		\$1,700
	CONTROL GATE		\$42,100
	OUTDOOR LIGHTING		\$440,400
	PICNIC TABLES		\$23,500
	PLAYSTRUCTURE		\$29,500
	PLAYSTRUCTURE		\$63,700
	STAGING		\$49,000
	TENNIS COURT,FOUR		\$80,600
	<b>DELAND PARK (11) TOTAL</b>		<b>\$743,500</b>
<b>13</b>	<b>VOLLRATH PARK</b>		
	GOAL,BASKETBALL DOUBLE		\$17,300
	Nucleus Play Structure		\$36,200
	OUTDOOR LIGHTING		\$1,178,000
	<b>VOLLRATH PARK (13) TOTAL</b>		<b>\$1,231,500</b>
<b>15</b>	<b>EVERGREEN PARK</b>		
	PLAYGROUND EQUIPMENT TRI ACTIVE		\$9,800
	Shaw Playground		\$832,000
	<b>EVERGREEN PARK (15) TOTAL</b>		<b>\$841,800</b>
<b>16</b>	<b>JAYCEE PARK</b>		
	RETAINING WALL		\$801,400
	RUNNING TRACKS - VITA COURSE		\$38,400
	<b>JAYCEE PARK (16) TOTAL</b>		<b>\$839,800</b>
<b>19</b>	<b>CLEVELAND PARK</b>		
	JUNGLE GYM(BAR CLIMBER)		\$8,100
	<b>CLEVELAND PARK (19) TOTAL</b>		<b>\$8,100</b>
<b>20</b>	<b>WILDWOOD BASEBALL COMPLEX</b>		

# PROPERTY IN THE OPEN

## MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	New Cost of Replacement
	BACKSTOP BASEBALL		\$78,000
	BENCH,PARK WOOD		\$117,500
	BLEACHER ALUMINUM		\$109,200
	BLEACHER ALUMINUM		\$8,800
	KOMPAN PLAYGROUND EQUIPMENT		\$10,100
	SCOREBOARD,LRG		\$67,200
	<b>WILDWOOD BASEBALL COMPLEX (20) TOTAL</b>		<b>\$390,800</b>
<b>22</b>	<b>ROTARY RIVERVIEW PARK</b>		
	PICNIC TABLE		\$157,000
	PLAYSTRUCTURE, LG WOOD		\$40,300
	PLAYVENTURE		\$16,500
	SEESAW		\$9,000
	<b>ROTARY RIVERVIEW PARK (22) TOTAL</b>		<b>\$222,800</b>
<b>25</b>	<b>MEAD PUBLIC LIBRARY</b>		
	LIBRARY SCULPTURES - FOUR		\$42,700
	<b>MEAD PUBLIC LIBRARY (25) TOTAL</b>		<b>\$42,700</b>
<b>26</b>	<b>BUS TERMINAL</b>		
	PARKING METER		\$152,800
	<b>BUS TERMINAL (26) TOTAL</b>		<b>\$152,800</b>
<b>27</b>	<b>ENVIRONMENTAL CENTER</b>		
	FIRE TOWER		\$3,900
	<b>ENVIRONMENTAL CENTER (27) TOTAL</b>		<b>\$3,900</b>
<b>31</b>	<b>WASTEWATER TREATMENT PLANT</b>		
	FENCE,CHAINLINK OVER 6FT.		\$291,400
	<b>WASTEWATER TREATMENT PLANT (31) TOTAL</b>		<b>\$291,400</b>
<b>33</b>	<b>HARBOR CENTRE MARINA</b>		
	FLOATING DOCK		\$4,100
	<b>HARBOR CENTRE MARINA (33) TOTAL</b>		<b>\$4,100</b>
<b>40</b>	<b>SHERIDAN PARK</b>		
	SWING,ANIMAL		\$27,200
	SWING,BELT		\$41,200
	WHIRL		\$19,100
	<b>SHERIDAN PARK (40) TOTAL</b>		<b>\$87,500</b>
<b>42</b>	<b>OPTIMIST PARK</b>		
	Splashpad		\$165,200
	<b>OPTIMIST PARK (42) TOTAL</b>		<b>\$165,200</b>
<b>43</b>	<b>VOIGHT PARK</b>		

# PROPERTY IN THE OPEN

## MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	New Cost of Replacement
	Nucleus Play Structure		\$28,200
	<b>VOIGHT PARK (43) TOTAL</b>		<b>\$28,200</b>
<b>45</b>	<b><i>PITO THROUGHOUT / CE</i></b>		
	STREET LIGHTING		\$1,336,200
	<b>PITO THROUGHOUT / CE (45) TOTAL</b>		<b>\$1,336,200</b>
<b>46</b>	<b><i>PARK PITO</i></b>		
	DINO CLIMBER		\$7,600
	PLAYGROUND EQUIPMENT		\$70,100
	PLAYGROUND EQUIPMENT		\$20,300
	PLAYSTRUCTURE, WD SMALL		\$10,000
	TRACK RIDE		\$14,700
	<b>PARK PITO (46) TOTAL</b>		<b>\$122,700</b>
<b>PROPERTY IN THE OPEN TOTAL</b>			<b>\$7,427,700</b>

# CONTRACTOR'S EQUIPMENT

## MUNICIPAL PROPERTY INSURANCE COMPANY

Description	RCN Subject
1975 KLAUER MP-30SNOGO BLOWER 180A	\$104,209
1976 KOHLER 7.5RMK62EMERGENCY GENERATOR	\$13,505
1978 KOHLER 100RHZ81GENERATOR	\$63,542
1981 FMC D050E0284 SPRAYER	\$51,495
1981 INGERSOLL-RAND P175WD0253 AIR COMPRESSOR	\$25,604
1986 CUSHMAN 22TRACTOR-FRONTLINE 3WHEEL	\$10,858
1987 DYNAPAC LR1000153 ROLLER/COMPACTOR	\$49,938
1988 GIANT VAC 6800281 LEAF MACHINE-TR20	\$30,115
1988 POWER BOSS SW88HDTRANSIT SWEEPER	\$46,178
1988 SCHMIDT HF-2M181A SNOW CUTTER	\$165,074
1990 EAGER BEEVER 290M286 CHIPPER	\$38,651
1990 EAGER BEEVER 290M287 CHIPPER	\$38,651
1990 JOHN DEERE M163 TRACTOR	\$29,926
1990 MFD M159 TRACTOR, CAB, LOADER	\$64,311
1991 KNOWLES 24FT.F018 TRAILER	\$43,144
1991 LONGYEAR 6500M233 CONCRETE SAW	\$40,625
1992 EXCEL HUSTLER 440STM342 MOWER/SNOW GROOMER	\$38,084
1992 JOHN DEERE 544EM183 WHEEL LOADER	\$225,882
1993 FORD M169 TRACTOR MOTT MOWER	\$91,347
1994 CASE 621B0186 LOADER	\$167,869
1994 CASE 821B0187 LOADER	\$282,303
1994 GIANT VAC 6800-TR0279 LEAF LOADER	\$30,115
1994 GPX 20E0130 FORKLIFT	\$34,440
1994 KUBOTA CEM1 TRACTOR	\$12,223
1994 SMITHCO 0176 SUPER RAKE	\$16,157
1995 CRAFTCO 200M227 ROUTER	\$10,802
1995 CRAFTCO EX100DM230 MELTER	\$43,517
1995 DEWEZE ATM70CM343 MOWER	\$34,544
1995 JOHN DEERE 2105M156 BACKHOE	\$119,898
1995 SIMON M123 TELELECT	\$141,191
1995 VERMEER 1102M285 STUMP GRINDER	\$65,992
1996 HOLDER MTC97000166 TRACTOR	\$93,434
1996 HOWARD-PRICE 727M345 MOWER	\$30,153
1996 SULLIVAN 1850PQJD0254 AIR COMPRESSOR	\$14,814
1997 DAEWOO M131 FORK TRUCK	\$39,707
1997 JOHN DEERE M154 BACKHOE	\$154,932
1997 LEACH M122 VAC-ALL	\$255,325
1997 NEW HOLLAND 1620A4M162 TRACTOR	\$14,266
1997 NEW HOLLAND 3430M161 TRACTOR	\$17,556
1998 M121 VERSALIFT	\$79,816
1998 TORO 3200UTILITY TRUCK WORKMAN	\$32,445
1998 Zodiac MK2Boat	\$12,947
1999 NEW HOLLAND TC33DTRACTOR	\$16,835
2001 BOMAG 120AD3M152 ROLLER	\$46,857
2001 COMP AIR FIRE COMPRESSOR	\$19,399
2001 EAST HT300M125A TRIAXLE TRAILER	\$32,090
2001 FELLING 420M420 TRAILER	\$7,948
2001 HYUNAI F42033M148 EXCAVATOR	\$245,728
2001 RAYCO RG50M282 GRINDER	\$53,417
2001 TARGET CH0267M234 CONCRETE SAW	\$32,763
2002 JACOBSEN 628D TURFCATM355 MOWER	\$61,358

# CONTRACTOR'S EQUIPMENT

## MUNICIPAL PROPERTY INSURANCE COMPANY

Description	RCN Subject
2003 BOBCAT S185M137 SKIDSTEER	\$35,238
2003 HONDO BLITZSCREED	\$11,353
2003 JOHN DEERE X595M170 TRACTOR	\$12,989
2003 SHANDIC SKI-DOOSNOWMOBILE	\$13,375
2003 SKID 00-SKB700VACUUM	\$18,467
2004 JOHN DEERE 310SGM150 LOADER	\$119,898
2004 KOHLER 30RZGFIRE GENERATOR	\$40,508
2004 SEWER EQUIPMENT M239 VACUUM TRAILER	\$116,258
2005 BEACH TECH 3000M BEACH TECH	\$148,546
2005 BOBCAT 5600CM138 TOOLCAT	\$53,361
2005 BOBCAT 5600CM139 TOOLCAT	\$53,361
2005 CIMLINE 110DCM CRACK FILLING MELTER/APPLICATOR	\$88,510
2005 CONFLICT PCMT2600M248 MONITOR TESTER	\$13,478
2005 CUB CADET 4X2TRAILUTILITY VEHICLE 4 X 2	\$10,167
2005 HURST JLF RAM UNIT	\$14,405
2005 KAWASAKI M167 MULE	\$11,763
2005 KAWASAKI M339 MOWER, HUSTLER MINI SUPER Z	\$8,662
2005 SIMPLICITY STALLIONC MOWER AND MULCH KIT, 25HP	\$8,242
2006 BANDIT 250C53CHIPPER	\$37,215
2006 BANDIT 250C53CHIPPER	\$37,215
2006 BOBCAT 5600CTOOLCAT UTILITY WORK MACHINE	\$53,361
2006 BOBCAT DHAMDROP HAMMER	\$7,125
2006 BOBCAT s185SKIDSTEER LOADER	\$35,238
2006 COMMERCIAL SSM38-720SLOPE MOWER	\$67,535
2006 DEWEZE 05A59SLOPE MOWER	\$45,855
2006 HUSTLER SUPER Z 23KAWMOWER	\$7,378
2006 HUSTLER SUPER Z 23KAWMOWER	\$7,378
2006 JOHN DEERE 6420UTILITY TRACTOR	\$78,000
2006 KOHLER 30RZGF GENERATOR	\$40,508
2006 LEEBOY 8515PAVER	\$155,922
2006 PACE AMERICAN CS716TA3TRAILER	\$9,437
2006 TENNANT 8210SWEEPER/SCRUBBER	\$73,161
2006 VOLVO L110EWHEEL LOADER	\$272,563
2007 ARROW 1350ROAD EQUIPMENT(ROLLER)	\$123,203
2007 ASPHALT ZIPPER X00012-0 AZ500 48 HDASPHALT ZIPPER	\$141,158
2007 FALCON Hot PatcherPAVING EQUIPMENT(TAR KETTLE)	\$16,312
2007 LINELAZER IV5900PAINTING MACHINE	\$7,206
2007 SMITHCO SUPER RAKEMOWER	\$14,469
2008 AERWAY TURF M347AERATOR	\$10,593
2008 FERRIS M330MOWER	\$10,051
2008 FERRIS M331MOWER	\$10,051
2008 TURFCAT 628DMOWER	\$61,358
2008 WAUSAU MP 3-DSNOWBLOWER	\$117,932
2009 ARTICULATED M520TRACTOR	\$169,178
2009 ARTICULATED M521TRACTOR	\$169,178
2009 FERRIS M318MOWER	\$8,975
2009 HUSTLER Z4MOWER	\$8,092
2009 JOHN DEERE 624KLOADER	\$279,260
2009 JOHN DEERE 624KLOADER	\$279,260
2009 KAWASAKI 4010 MuleTRACTOR	\$11,267
2009 SCHWARZE A7000 ROAD EQUIPMENT(SWEEPER)	\$181,899

# CONTRACTOR'S EQUIPMENT

## MUNICIPAL PROPERTY INSURANCE COMPANY

Description	RCN Subject
2010 DEWEZE ATM72LCMOWER	\$40,823
2010 EXCEL HUSTLER MODEL 796623MOWER	\$10,567
2010 FRUEHAUF Rock Tub 7 cu ydTRAILER	\$16,203
2010 HUSTLER 24 M322MOWER	\$7,742
2010 JOHN DEERE 2020A PRO GATORTRACTOR	\$12,853
2010 KUBOTA V3300TMOWER	\$74,289
2010 SCHWARZE A7000 SweeperSTREET SWEEPER	\$181,899
2010 SCHWARZE A7000 SweeperSTREET SWEEPER	\$181,899
2010 SPAULDING RMV-2PAVING EQUIPMENT(TAR KETTLE)	\$33,481
2010 SPAULDING RMV-2PAVING EQUIPMENT(TAR KETTLE)	\$33,481
2010 VOLVO EW180CEXCAVATOR	\$302,825
2011 Bay Verte REDML5435ETrailer	\$31,967
2011 BOBCAT 5600 Turbo Toolcat F-SeriesEARTH MOVING EQUIPMENT(RUBBER TIRED	\$53,361
2011 Bobcat 5600 TurboBobcat	\$53,361
2011 Bobcat 5600Bobcat Toolcat F-Series	\$53,361
2011 Doosan G309-5Forklift Truck	\$29,926
2011 DOOSAN G30P-5 6000# FortkliftFORK LIFT	\$33,335
2011 Doosan G30P-5Forklift Truck	\$33,773
2011 Ferris IS3100ZMower	\$14,147
2011 Ferris IS3100ZMower	\$14,147
2011 HYD ATSRX6Breaker	\$8,097
2011 JCB 2CX-12Backhoe	\$117,378
2012 BAY VERTE REDML5435ETRAILER	\$35,095
2012 Hustler Excel 929927Mower	\$13,360
2012 Hustler Excel 929927Mower	\$13,360
2012 ODB ODLCT650Leaf Collector	\$31,872
2012 ODB ODLCT650Leaf Collector	\$31,872
2012 ODB ODLCT650Leaf Collector	\$31,872
2012 ODB ODLCT650Leaf Collector	\$31,872
2012 Radar THL/SROTrailer W/Traffic Collector	\$9,315
2012 YES 2CX-12BACK HOE	\$90,731
2015 Case 821FWheel Loader	\$358,078
2017 Bomag CR352Bomag CR352 Paver	\$375,758

<b>CONTRACTOR'S EQUIPMENT TOTAL</b>	<b>\$8,541,656</b>
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# MUNICIPAL PROPERTY INSURANCE COMPANY

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# MUNICIPAL PROPERTY INSURANCE COMPANY

9701 Brader Way, Suite 301, Middleton, WI 53562

## Policy Provisions

Read the entire policy carefully to determine rights, duties, and what is and what is not "covered." Several provisions in this policy restrict coverage.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown on the Declarations page. The words "we", "us" and "our" refer to Municipal Property Insurance Company. Other words and phrases that appear in quotation marks have special meaning. Refer to Section IX, Definitions, and Section IV, Definition of "Contractors Equipment".

In consideration of the provisions of this policy, the payment of premium, receipt of a statement of values, "Property in the Open" schedule and/or contractors equipment detail, we insure those named on the Declaration page for the coverages defined in this policy, during the policy term stated on the Declarations Page.

**SECTION I – PERILS "COVERED"** Coverage: This policy insures against sudden and accidental direct physical loss or damage except as limited or excluded in the following sections.

### SECTION II – DEDUCTIBLE

The amount shown as deductible on the Declarations page shall be deducted from the claim for each "occurrence".

If more than one coverage under this policy applies to the same "occurrence", then the deductible will be calculated as follows: we will determine which coverage accounts for the largest proportion of the loss, and only the deductible associated with the largest portion of the loss will apply, unless otherwise stated.

### SECTION III – AMOUNT OF COVERAGE

With regard to "buildings", personal property regardless of its location, and "Property in the Open":

The amount of coverage shall be limited as stated in Sections IV, V and VII.

Unless limited by other provisions of this policy or by endorsement, "buildings", personal property, and "Property in the Open", are subject to an "occurrence" limit of 125% of the Total Insured Value shown on the Statement of Values.

### SECTION IV – "COVERED" PROPERTY; LIMIT OF COVERAGE

Subject to the terms, conditions, limitations and exclusions in the policy, this policy covers:

- A. "Buildings" and structures listed on the Statement of Values.
- B. Non-Owned Property. "Buildings" and structures listed on the Statement of Values for which you may be contractually liable in the event of damage or destruction and which are in your care, custody or control and being used for a legitimate governmental purpose.
- C. Personal property you own or are legally responsible for insuring.
- D. "Property in the Open". The amount we will pay for "Property in the Open" is limited to \$10,000 per "occurrence". However, this \$10,000 limitation per "occurrence" does not apply to items listed separately on the Statement of Values "Property in the Open" detail list.
- E. Leased property improvements and betterments at locations listed on the Statement of Values. In the event improvements or betterments made by you are damaged or destroyed during the term of this policy by an insured peril, our liability will be determined as follows:

1. If you elect to repair or replace a damaged improvement or betterment, actual repair or replacement must be made as soon as reasonably possible after the loss or damage occurs, but not to exceed two (2) years unless the time is extended in writing by us.
  2. If the improvements or betterments are not repaired or replaced, we will pay a fraction of the original cost of the improvement. The fraction will be proportional to the remaining term of the lease as of the date of loss.
- F. The cost of removing debris when "covered" property is destroyed or damaged by an insured peril. However, unless otherwise provided for in this policy, debris removal does not apply to costs:
1. To extract "pollutants" or "contaminants" from land or water; or
  2. To remove, restore or replace land or water containing or affected by "pollutants" or "contaminants"; or
  3. For asbestos cleanup, removal or abatement.
- G. The cost to repair or replace foundations of "buildings", structures, machinery or boilers, provided that those foundations are beneath the basement level or underground.

The most we will pay for any "occurrence" under this section is \$100,000.

- H. The cost of excavation, grading or filling related to an "occurrence", the most we will pay under this coverage is \$50,000.
- I. Lawns, trees, shrubs, and plants if within 100 feet of an insured "building". The amount we will pay is limited to \$500 for any one tree, shrub, or plant and \$1,000 for lawn damage up to a maximum of \$5,000 per "occurrence"
- J. "Contractors Equipment", as defined in Section X., that you own or are legally responsible for insuring up to a limit of \$25,000 for each item including its attachment(s). Equipment not listed in Section X. is considered personal property and is "covered" the same way as your other personal property. See Section IV.C.

Coverage, in excess of the \$25,000 per item, is provided only if the equipment is scheduled and a premium for the coverage is shown on the Declarations page, unless the equipment is newly acquired during the current policy period, provided your interest is not covered under any other policy of insurance.

- K. "Valuable Records" that are your property or property of others in your care, custody, or control.

We will also pay for:

1. Expenses necessary to research and recreate lost "valuable records"; and
2. Expenses necessary for transcribing or copying lost "valuable records" from available secondary sources.

We will not pay for losses caused by errors, omissions, or negligence in processing or copying.

- L. Employees' Personal Property. We will cover personal property owned by your employees while on your premises if that employee's property is not covered by other insurance. The maximum coverage for property owned by any one employee is \$500. The coverage limit for each "occurrence" is \$10,000.
- M. Personal property owned by someone other than you or your employees, if the personal property is not covered by other insurance, while it is in your care, custody, or control and while it is on the premises described in the Statement of Values. The coverage limit per "occurrence" for all such property is \$10,000.
- N. "Extra Expense". Provided a loss or damage to "covered" property is caused by an insured peril we will pay up to a maximum of \$10,000,000 (unless a higher limit has been established by endorsement) under this "extra expense" coverage subject to the following:

We will pay "Extra Expense" to allow you to continue "operations" at:

1. Your insured premises; or
2. Replacement premises; or
3. Temporary premises you use while your insured premises are being restored.

Costs to relocate, or to equip and operate the premises in N.2 or N.3, are covered.

Adjustment of any loss under this coverage will reflect the salvage value of property that you obtained for use while your property was being restored and that you retain after the resumption of normal "operations".

- O. "Buildings" or structures acquired by you during the policy period at any location, provided your interest is not covered under any other policy of insurance.
- P. Remodeling and repairs to existing buildings listed on the Statement of Values, unless the work involves an increase in square footage or a change in the footprint of the building or foundation.
- Q. Underground fiber optic cable. We will pay for the repair or replacement of underground fiber optic cable within 1,000 feet of your "building" when loss of or damage to the cable is caused by a "covered" peril.
- R. Refrigerated Property. We will pay for loss or damage you sustain from spoilage of refrigerated or perishable property you own or are legally responsible to insure, if the spoilage is due to:
1. Contamination by a refrigerant; or
  2. Temperature change due to:
    - a. Mechanical breakdown or failure of refrigeration systems;
    - b. Burning out of electric motors;
    - c. Blowing of fuses or circuit breakers;
    - d. The breakdown or malfunction of the equipment or apparatus connecting or controlling refrigeration systems, electrical motors, or electrical power; or
    - e. Complete or partial lack of power to operate the refrigeration systems.
- S. Ordinance or Law Coverage.

Provided a loss or damage to "covered" property is caused by an insured peril we will pay up to a maximum of \$5,000,000 (unless a higher limit has been established by endorsement) for the increased cost to repair, rebuild or reconstruct "covered" property caused by enforcement of or compliance with a building, zoning or land use ordinance or law subject to the following:

1. We will also pay for loss or damage to the undamaged portion of a "covered" "building" or structure caused by enforcement of or compliance with any ordinance or law that:
  - a. Requires the demolition of parts of the same "building" or structure not damaged by an insured peril;
  - b. Regulates the construction or repair of "buildings" or structures, or establishes zoning or land use requirements at the described premises; and
  - c. Is in force at the time of loss or damage.
2. The following conditions apply to this coverage and must be met before we will make payment:
  - a. You must actually repair or replace the "covered" property; and

- b. You must repair or replace the property as soon as reasonably possible after the loss or damage. Unless we consent to writing, this time period may not exceed two years.
- 3. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.
- 4. The most we will pay under this coverage is the increased cost of construction at the same site, unless an ordinance or law requires relocation to another site, in which case the most we will pay is the increased cost of construction at the new site.
- 5. If the property is repaired or replaced on the same or another site, we will not pay more for loss or damage to "covered" property, including loss caused by enforcement of or compliance with an ordinance or law, than the amount you actually spend to repair or rebuild the "building" or structure to the minimum standards required by the ordinance or law. In no event will we pay more than the following:
  - a For a "historical building":
    - 1) The cost of repairing or replacing at the same site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure; or
    - 2) The cost of repairing or replacing the damaged portion of the "covered" "historical building" with less costly material consistent with its previous architectural style.
  - b For all other "covered" "buildings" or structures, the cost of repairing or rebuilding at the same site a "building" or structure of the same height, square footage, style and quality as the "covered" property at the time of the loss or damage.
- 6. If the property is not repaired or replaced, we will not pay more for loss or damage to "covered" property, including loss caused by enforcement of or compliance with an ordinance or law, than the "actual cash value" of the "covered" property at the time of the loss or damage.
- 7. We will not pay for the cost of compliance with any ordinance or law that requires:
  - a. Repairing, remediating, or tearing down property due to "contaminants" or "pollutants" or resulting from the presence or spread of "fungus", wet or dry rot, viruses, bacteria, or other microorganisms; or,
  - b. Testing for, monitoring, or cleaning up "pollutants", "contaminants", wet or dry rot, "fungus", viruses, bacteria, or other microorganisms.

T. Limited Coverage for Unscheduled "Buildings" and "Property in the Open".

For unscheduled "buildings" and "Property in the Open" not on the Statement of Values, coverage will be provided up to \$1,000,000 for a covered loss.

It is a condition of this coverage that the "buildings" and "Property in the Open" be scheduled when discovered. In addition, you must pay any unpaid premium on the unscheduled "building" or "Property in the Open" back to policy inception.

This coverage does not apply when:

- 1. The insured intentionally left the "buildings and "Property in the Open" unscheduled; or
- 2. The insured could have discovered with reasonable diligence that the "buildings and "Property in the Open" had unintentionally been left unscheduled.

This provision does not apply to "buildings" or structures acquired by you during the policy period as coverage for these items is provided in Section IV.O.in this policy.

U. Electronic data processing equipment, "electronic data" and "computer programs" consisting of the following:

1. Electronic data processing equipment owned by or leased to you, including its component parts and similar property of others for which you are legally liable;
2. Your "electronic data", "computer programs" and similar property of others for which you are legally liable.
3. Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents that were converted to "electronic data".
4. We will also pay for:
  - a. Expenses necessary to research and recreate lost "electronic data";
  - b. Expense for copying lost "electronic data" from available secondary sources.
5. We will not cover:
  - a. "Electronic data" or "computer programs" which cannot be replaced with others of the same kind or quality;
  - b. Losses caused by errors, omissions, or negligence in processing or copying; or,
  - c. Accounts that are your records of accounts receivables.

V. Fire Department Charges.

We will reimburse you up to \$25,000 at each premises for charges of each fire department involved in containing a fire or other "covered" loss to which this insurance applies. No deductible applies to this reimbursement.

W. Asbestos Cleanup, Abatement and Removal.

We will pay up to \$5,000,000 for your expense to clean up, abate, or remove from "covered" property asbestos particles that are discharged, dispersed, or released, subject to the following conditions:

1. The discharge, dispersal, or release must occur as a result of a covered peril.
2. Covered damages before the cost of the asbestos cleanup, removal, or abatement must exceed the policy deductible.
3. The discharge, dispersal, or release must occur accidentally and begin and end within 72 hours.
4. The discharge, dispersal, or release must not be the result of planned building renovation, remodeling or demolition activities.

X. Police Dogs and Horses.

Police dogs and horses are considered to be destroyed if, because of injury, the dog or horse is not able to perform the dog's or horse's normal functions and there is no reasonable prospect that the dog or horse will be able to do so.

1. For police dogs and horses that are destroyed, we will pay for the cost to replace the dog or horse and the cost of any necessary training.
2. We will pay the cost of necessary treatment and care to enable the dog or horse to resume performing the dog's or horse's normal functions. But we will not pay the cost of treatment and care to treat and prevent disease. It is not the intent to provide mortality or sickness coverage for causes outside the scope of duties of the police dog or horse.

The maximum amount we will pay per police dog or horse is the lesser of \$25,000 or the total of the expenses related to the replacement of the dog or horse plus expenses for the care or treatment of the police dog or horse. A deductible of \$1,000 will apply to this coverage on a per "occurrence" basis.

- Y. We will pay the reasonable and necessary expenses we require you to incur for the documentation of an "occurrence". The most we will pay for these expenses is \$50,000.

This coverage does not apply to any expenses incurred by "you" for any insurance adjusters, consultants, attorneys retained by you or any work performed by their subsidiary or affiliate.

- Z. We will pay for reasonable and necessary architectural design and engineering fees associated with an "occurrence". The most we will pay for this coverage is \$100,000.

AA. Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism.

1. The coverage described in Paragraph 2. below only applies when: a) the "fungus", wet or dry rot, virus, bacterium or other microorganism is the result of one or more of the "specified causes of loss", other than fire or lightning; b) the "specified causes of loss" occurs during the policy period; and c) you took all reasonable measures to protect the property from additional damage during and after the "occurrence".
2. We will pay for direct physical loss or damage caused by "fungus", wet or dry rot, virus, bacterium or other microorganism subject to the coverage limits specified in Paragraph 3 of this Limited Coverage. For purposes of this paragraph, the term "loss or damage" includes costs necessarily incurred to:
  - a. Eradicate the "fungus", wet or dry rot, virus, bacterium or other microorganism;
  - b. Access the part of the "building" or other property where the "fungus", wet or dry rot, virus, bacterium or other microorganism is located; and
  - c. Test to ensure that the "fungus", wet or dry rot, virus, bacterium or other microorganism has been successfully eliminated.
3. We will pay no more than \$25,000 for each "covered" loss under Paragraph 2. We will pay no more than \$50,000 for the total of all occurrences of "covered" losses under Paragraph 2. During any annual policy period, regardless of the number of claims made. We will pay no more than \$25,000 for a particular "specified causes of loss" which results in "fungus", wet rot, dry rot, virus, bacterium or other microorganism even if the "fungus", wet rot, dry rot, virus, bacterium or other microorganism remains present through multiple policy periods or reappears in subsequent policy periods.
4. This coverage does not increase the amount we will pay for loss or damage to "covered" property above the limits referenced in **Section III – Amount of Coverage**. We will not pay more than the limits set forth in **Section III – Amount of Coverage** even if loss or damage results from more than one cause, including "fungus", wet rot, dry rot, virus, bacterium or other microorganism.

If there is a "covered" loss or damage not caused by "fungus", wet rot, dry rot, virus, bacterium or other microorganism, payment for that loss will not be limited by this coverage unless "fungus", wet rot, dry rot, virus, bacterium or other microorganism increases the amount of the loss or damage. To the extent that "fungus", wet rot, dry rot, virus, bacterium or other microorganism increases the amount of the loss or damage, payment for that increase is limited by the terms of Paragraph 3.

5. The following additional condition applies to losses "covered" under **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism** when the policy includes the Business Income Endorsement: The "specified causes of loss" definition will apply to any loss arising from "fungus", wet or dry rot, virus, bacterium or other microorganism that is "covered" under Paragraph **B. Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism** and under the Business Income Endorsement.

BB. "Fine Arts". We will only provide coverage for "Fine Arts" subject to the following:

1. We will not pay more than \$50,000 for any one "Fine Arts" unless you insure those items for specific amounts by purchasing an Agreed Value Fine Arts Endorsement.
2. The most we will pay for each item covered under this additional coverage shall not exceed the lesser of the following amounts:
  - a. \$50,000;
  - b. The cost of replacing the damaged property at the time of loss with property of like kind and quality to be used for the same purpose on the same site; or
  - c. The amount actually spent repairing your damaged property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years from the date of the loss or damage, unless the time is extended in writing by us.
3. **SECTION VII-Basis of Recovery** does not apply to this additional coverage.

CC. "Flood". We will provide coverage for loss due to "flood", subject to the following limitations:

1. This Additional Coverage does not apply to loss at any property located in a designated flood plain, special flood hazard area (SFHA) or 100 year flood plain with a prefix of "A" or "V" – as specified and defined by the National Flood Insurance Program (NFIP).

The most we will pay under this Coverage is \$5,000,000 per "occurrence".

DD. "Pollutants" or "Contaminants". We will pay no more than \$2,000,000 for reasonable and necessary expenses incurred for removal, disposal or clean-up of actual "pollutants" or "contaminants" from land or water at an insured location and due to "specified causes of loss". The release, emission, leakage or spreading of "pollutants" or "contaminants" must be caused by a loss not otherwise excluded.

The most we will pay in each annual policy period under this coverage is \$2,000,000 for all "specified causes of loss".

All expenses must be reported to us within 180 days after the date of the "specified causes of loss" to be eligible for this coverage. We will not pay for costs of testing for "pollutants" or "contaminants" unless such testing is performed while the "pollutants" or "contaminants" are being removed from the land or water. We will not pay for costs of monitoring "pollutants" or "contaminants" or determining the extent of pollution or contamination.

EE. Emergency Response Equipment

Emergency response equipment contained within or on an emergency response vehicle that is not affixed or attached is covered as personal property subject to a \$1,000 deductible per occurrence regardless of any other applicable deductible.

FF. "Buildings" and structures, including property contained within a "building" or structure, "vacant" for more than sixty (60) consecutive days before the loss or damage occurs. However, this paragraph only applies to the perils of: vandalism; sprinkler leakage or "water damage", unless you have used reasonable means to protect the sprinkler or plumbing system against freezing; building glass breakage; theft; or attempted theft. For all other perils "covered", loss adjustment shall be on an "actual cash value" basis for the "vacant" building, personal property and "Property in the Open" within 1,000 feet of the "vacant" building.

GG. We will pay not more than \$5,000,000 per occurrence of earth movement including, but not limited to, earthquake including tremors and aftershocks, landslide, mudslide, earth sinking, earth rising or shifting. We will also provide coverage for fire or explosion not excluded in this policy when resulting from a covered earth movement event.

## SECTION V – PROPERTY NOT “COVERED”

The following are not “covered” property unless specifically added or endorsed to this policy:

- A. Land, water, crops, and standing or cut timber, wherever located.
- B. Cost of excavation, grading or filling not related to an “occurrence”.
- C. Underground and buried cables, pipes, flues or drains, including those that are part of your storm, water or sewer systems, located more than 1,000 feet, on the horizontal, from a “covered” “building” or structure, except underground and buried pipes, flues or drains that are:
  - 1. Part of the water treatment plant, wastewater treatment plant, lift station or gas reduction station premises; or
  - 2. Part of a geothermal heating and cooling system.
- D. Those portions of sidewalks, bridges (including roadway bridges and railroad bridges), roadways, culverts, paved surfaces, and associated guard rails located more than 100 feet from a “covered” “building” or structure, except for bridges that are:
  - 1. Bridges used exclusively for pedestrian traffic.
- E. Dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, piers, bridges, wharves and docks for damage caused by any of the following: freezing; thawing; impact of watercraft; the pressure or weight of ice or water, whether driven by wind or not; and, erosion or deterioration, whether gradual or sudden.
- F. Railroads, meaning trackage, beds, ties and railroad bridges; however, amusement park rail systems are “covered”, and railroads, meaning trackage, beds, ties and railroad bridges, are “covered” if within 100 feet of a “covered” “building” or structure.
- G. Aircraft, except for drones, and vehicles licensed for road use.
- H. Animals and livestock, except for police dogs and horses.
- I. “Money” and “securities”, including postage stamps and food stamps, deeds, evidence of debt, or accounts receivable.

## SECTION VI – LOSSES EXCLUDED

- A. We will not pay for loss or damage caused directly or indirectly by, based upon, or arising out of any of the following:
  - 1. Wear and tear; improper maintenance; extremes of temperatures unless you exercised due diligence with respect to maintaining the proper temperature for the property involved; dampness or dryness of atmosphere; deterioration; rust or corrosion; disease; inherent vice; inherent or latent defect; contamination; smog; smoke, vapor or gases from agricultural or industrial operations; error, omission, or deficiency in design, specifications, workmanship or materials; settling, cracking, shrinkage, bulging or expansion of pavements, sidewalks, foundations, walls, floors, roofs, or ceilings; insects, or birds; unless loss by a peril not excluded in this policy results, and then we will be liable for only such resulting loss.
  - 2. Unexplained or mysterious disappearance of any property or shortage disclosed upon taking inventory.
  - 3. Dishonest or criminal act committed by you or any “employee(s)” acting alone or in collusion with others whether or not occurring during the hours of employment. However, if a criminal act results in a “specified causes of loss”, we will pay for the loss or damage caused by that “specified causes of loss”.
  - 4. Release, emission, leakage or spreading of “pollutants” or “contaminants”, subject to the following:

- a. This exclusion does not apply:
    - 1) If the release, emission, leakage or spreading of "pollutants" or "contaminants" is caused by a "specified causes of loss"; or
    - 2) To chemical damage to glass;
  - b. When a release, emission, leakage or spreading of "pollutants" or "contaminants" results in a "specified causes of loss", the loss or damage caused by that "specified causes of loss" is a "covered" loss.
5. An "occurrence", condition, or explosion within any steam boiler, steam generator, steam turbine, steam engine, or steam piping that you own, lease, or operate. However, we will pay for loss or damage resulting from:
- a. Fire;
  - b. Combustion explosion; or
  - c. Explosion of fuels or gases within the furnace of a fired vessel or the adjoining flues or passages.
6. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment; except when such condition results from a fire or explosion. However, if a loss by a peril not otherwise excluded in this policy results, we will be liable for only such resulting loss.
7. Electrical or mechanical breakdown including rupture or bursting caused by centrifugal force. However, if a loss by a peril not otherwise excluded in this policy results, we will then be liable for only such resulting loss.
- EXCEPTION: If mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
8. Animal or insect nesting, infestation, or waste.
9. Any loss arising out of any act committed:
- a. By or at the direction of an insured; and
  - b. With the intent to cause a loss.
10. Interruption of utility services related to overhead transmission lines or satellites
- B. Loss or damage based upon or arising out of any of the following causes is excluded, whether such cause is direct or indirect. This exclusion applies even when another cause contributes concurrently or in any sequence to the loss or damage.
- 1. Nuclear reaction, nuclear radiation, or radioactive contamination. However, we will pay for loss or damage due to fire caused by nuclear reaction, nuclear radiation, or radioactive contamination.
  - 2. Wet rot, dry rot, or "fungus". But we will pay for loss or damage caused by:
    - a. "specified causes of loss" that resulted from wet rot, dry rot or "fungus";
    - b. fire; or
    - c. lightning.

For causes of loss other than fire or lightning, coverage is governed by **SECTION IV – “COVERED” PROPERTY; LIMIT OF COVERAGE** Item AA. **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium and Other Microorganism.**

3. Virus, Bacterium, or other microorganism, except to the extent that coverage is provided in Item AA. **Limited Coverage For “Fungus”, Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism.**
4. “Flood”, including spray from any “flood”, whether driven by wind or not, unless otherwise provided under **SECTION IV – “COVERED” PROPERTY; LIMIT OF COVERAGE.**
5. Water below the surface of the ground including water which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basements, or other floors, or through doors, windows, or any other openings in such sidewalks, driveways, foundations, walls, or floors; unless loss by fire, sprinkler leakage or explosion (not excluded in this policy) results, then we will pay for only such resulting loss.

EXCEPTION: We will provide coverage for sewer, septic system or sump pump backup that is contained within a “building” or structure.

6. War, warlike action, insurrection, rebellion, and revolution, or action taken by governmental authority in hindering or defending against any of these.
7. Failure by you to take all reasonable measures to prevent further property damage during and after a loss.

## **SECTION VII – BASIS OF RECOVERY**

Replacement of property “covered” by Section IV of this policy shall be based upon “replacement cost” (without deduction for depreciation) of those items to which this policy applies unless otherwise limited by other provisions of this policy, by endorsement or the following:

- A. The most we will pay for loss or damage to “covered property” other than a “historical building” shall not exceed the lesser of the following amounts:
  1. The policy limits of your coverage under this agreement.
  2. The amount incurred to repair or replace the damaged property at the time of loss with property of like kind and quality to be used for the same purpose on the same site.
  3. The amount incurred to repair or replace the damaged property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years unless the time is extended in writing by us.
  4. The “actual cash value” of the property at the time of loss or damage unless it is repaired or replaced subject to the following.
    - a. If you do not provide us with written notice of your intent to repair or replace the damaged “covered” property within 180 days of the date of loss, then you will receive “actual cash value”.
    - b. If you receive a settlement on an “actual cash value” basis, you may make a written request within 180 days of the date of loss to repair or replace the damaged “covered” property; or.
    - c. If there were plans for disposal or demolition of the property prior to the loss or damage, you will receive the “actual cash value” of the property at the time of loss or damage.
- B. With respect to a “historical building”, our liability for “covered” loss or damage shall not exceed the lesser of the following amounts:
  1. The policy limits of your coverage under this agreement.

2. If the "historical building" is a total loss:
    - a. The cost of repairing or replacing at the same site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure; or
    - b. If an ordinance or law requires relocation to a different site, the cost of repairing or replacing at the new site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure.
  3. The cost of repairing or replacing the damaged portion of the "covered" "historical building" with less costly material consistent with its previous architectural style. We will not pay for expenses incurred more than two (2) years after the loss unless the time is extended in writing by us.
  4. The "actual cash value" of the property at the time of the loss or damage unless it is repaired or replaced subject to the following:
    - a. If you do not provide us with written notice of your intent to repair or replace the damaged "covered" property within 180 days of the date of loss, then you will receive "actual cash value."
    - b. If "you" receive a settlement on an "actual cash value" basis, you may make a written request within 180 days of the date of loss to repair or replace the damaged "covered" property; or.
    - c. If there were plans for disposal or demolition of the property prior to the loss or damage, you will receive the "actual cash value" of the property at the time of loss or damage.
- C. The most we will pay for diminution of value to property caused by "cosmetic damage" from a "covered" peril, shall not be more than 5% of the "actual cash value" of the damage, subject to the following:
1. No payment shall be made under this provision if any other payment is made for any other damage associated with the insured property.
  2. Payments made under this provision shall only be paid one time per insured building, regardless of the number of occurrences during the policy period.
  3. Any payment for damages under this provision, in any prior policy period, precludes all future payments under this provision.

## SECTION VIII – CONDITIONS

This policy is subject to the following conditions:

- A. **Other Insurance.** If there is other insurance covering loss to the property from any peril(s) insured against under this policy, we will not be liable under this policy until such other insurance has been exhausted. We shall not be liable for payment of deductibles under other policies.
- B. **Cancellation and Nonrenewal.** You may cancel this policy at any time by giving us written notice or returning the policy to us and stating at what future date coverage is to stop.

We may cancel or not renew this policy by written notice to you at the address shown on the declarations. If the notice is mailed, it will be by first class mail. Proof of delivery of mailing is sufficient proof of notice.

If this policy is in effect for less than 60 days, we may cancel you for any reason.

If this policy has been in effect 60 days or more or if it is a renewal of a policy issued by us, we may cancel or not renew only at the anniversary date unless:

1. The premium has not been paid when due;

2. We discover material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or presenting a claim under the policy,
3. There has been a substantial change in risk assumed that we could not have reasonably foreseen or contemplated in writing the policy; or
4. There have been substantial breaches of contractual duties, conditions or warranties.

If we cancel this policy, we will give you notice at least ten days before cancellation is effective.

If we cancel or non-renew this policy at the anniversary date, we will give you at least 60 days advance notice.

Your return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

- C. **Renewal.** If we decide to renew or amend this policy at the anniversary date with terms less favorable to you or at a higher premium, we will give you notice of the altered terms at least 60 days prior to the renewal or anniversary date. Our notice will be delivered or mailed by first class mail.

A notice is not needed if it involves a premium increase and the premium increase:

1. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or
2. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in classification or the units of exposure, or increased policy coverage.

- D. **Change in Use or Occupancy.** If your use or occupancy of any "building" or structure "covered" by this policy changes, you must notify "us" of such change in use or occupancy at renewal.

- E. **Appraisal.** In the event that you and we disagree as to the value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser within twenty days of such demand. These two appraisers will then select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then, on request of you or we, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located.

The appraisers will appraise the loss, stating separately the value and damage. Failing to agree, they will submit their differences to the umpire. A decision agreed to, in writing and filed with us, by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of appraisal and umpire equally.

If there is an appraisal, we still retain our right to deny the claim.

- F. **Options.** In the event of a loss or damage to "covered" property we will, at our option, decide whether to:

1. Pay based on the cost to repair or replace the damaged "covered" property; and/or
2. Retain salvage rights to the damaged "covered" property.

- G. **Abandonment.** There may be no abandonment of any property to us.

- H. **When Losses Will Be Paid.** We will pay for covered loss or damage within 30 days after we receive the Sworn Statement in Proof of Loss, provided you have complied with all of the terms of this policy, and (1) we have reached agreement with you on the amount of loss; or (2) a valid Appraisal Award has been rendered.

- I. **Loss Payable.** Loss will be adjusted with and payable to you except with regard to loss of property in which others have an insurable interest identified in this policy as owner(s), mortgagee(s), or loss payee(s), at which time the loss will be adjusted with you and payable to you and such other owner(s), mortgagee(s), or loss payee(s) as designated.
- J. **Subrogation.** Upon payment to you by us, we acquire all rights of recovery you have or may have against any party, to the extent of such payment. We will not be entitled to recover until you have been made whole. Any waiver of subrogation made by you on or after the effective date of this policy to insure your property through us is not binding on us and will not affect our rights of recovery against any party to the extent of any payment by us to you.
- K. **Liberalization.** Any change we make to this coverage form during the policy period, or the 45 days preceding it, that expands the coverage provided by this policy and that does not require the payment of additional premiums will be included in the policy.
- L. **Suit Against Us.** No suit to recover any loss may be brought against us unless:
  - 1. The terms of the property coverage have been fully complied with; and
  - 2. The suit is commenced within one year after the loss.

If any applicable law makes this limitation invalid, then suit must begin with the shortest period permitted by the law.

- M. **Assignment.** Assignment of this policy will not be valid except with the written consent by us.

N. **Premium Adjustment:**

Only endorsements adding or deleting a coverage components, during the policy period, resulting in a net premium adjustment will be charged or credited to the insured. These premium adjustments will be charged or credited on a pro-rata basis from the effective date of the endorsement.

O. **No Benefit To Bailee:**

No one, other than the policyholder, who has custody of the "covered" property is entitled to the benefits of this policy.

- P. **Inspections and Surveys.** You grant us the right to have rating, advisory, rate services or similar organizations make insurance inspections and surveys and create reports or recommendations on our behalf. The decision to make any inspections and surveys or to issue reports or recommendations is at our sole discretion. The activities of these organizations are for our benefit in establishing premiums but may incidentally indicate possible improvements to your business activities.

These inspections and surveys are not intended to benefit you, your employees, or the public and should not be relied upon in lieu of conducting your own health and safety inspections. Neither we nor any organization performing an inspection or survey on our behalf warrants that conditions on your premises are safe or healthful or that they comply with applicable laws, regulations, or safety standards.

Q. **Duties In The Event Of Loss or Damage**

You must see that the following are done in the event of loss or damage to "covered" property:

- 1. Notify the police if a law may have been broken.
- 2. Give us prompt notice of the loss or damage including a description of the property involved.
- 3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
- 4. Take all reasonable steps to protect the "covered" property from further damage, and keep a record of your expenses necessary to protect the "covered" property, for consideration in the settlement of the

claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a "covered" peril. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
7. Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
8. Cooperate with us in the investigation or settlement of the claim.
9. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

## **SECTION IX – DEFINITIONS**

- A. "Actual cash value" means the cost (new) to replace the structure with one of like kind and quality less physical depreciation and obsolescence as determined by Wisconsin's Broad Evidence Rule.
- B. "Builders risk property" means:
  1. "Buildings", structures or "Property in the Open" in the course of construction;
  2. "Building materials";
  3. Foundation of a "building", structure or "Property in the Open" in the course of construction;
  4. Addition to an existing "building", structure or "Property in the Open";
  5. Temporary structures built or assembled on the premises", including cribbing, scaffolding, signs, fences, and construction forms used in the course of construction or alterations or repairs of the "builders risk property"; and
  6. Underground and buried pipes, flues or drains but not including those that are part of your storm, water or sewer systems.
- C. "Building" or "buildings" means:
  1. Any structure that exhibits two or more of the following characteristics;
    - a. Structural walls and roof covering
    - b. Some form of permanent foundation (post, block, slab or sub-grade)
    - c. Permanent utility services (electrical service, heating ventilation or air conditioning or plumbing)
  2. Completed additions;
  3. Permanently installed fixtures, machinery and equipment;
  4. Communication towers 100 feet or greater in height;
  5. Electrical substations, including control structures, transformers, distribution equipment and related structures located within the substation area;

6. Lift stations, wells or pumping locations;
  7. Permanent water storage tanks and towers;
  8. Wastewater lagoons, including: plastic, synthetic, clay or other lagoon liners, lagoon riprap and soil/subsoil embankments;
  9. Gas reduction or odorizing stations; or
  10. Underground and buried pipes, flues or drains that are part of a geothermal heating or cooling system, or part of the water treatment plant, wastewater treatment plant, lift station or gas reduction station, but not including those that are part of your storm, water or sewer systems.
- D. "Building materials" means unattached materials and supplies, fixtures and machinery, and equipment used to service the "buildings", structures or "Property in the Open" that are intended for use in the construction or occupancy of the "buildings", structures or "Property in the Open". "Building materials" also includes "building materials" in the custody of the contractor or subcontractor intended for use in the construction or occupancy of the "building", structure or "Property in the Open" if not covered by other insurance.
- E. "Computer program(s)" means a sequence of instructions that performs a specific task when executed by a computer or device connected to it.
- F. "Contaminants" means mixture or contact with an impure or a foreign substance which, when introduced to the property, injures the property's usefulness.
- G. "Cosmetic Damage" means the disfiguring, blemishing, tarnishing, denting or other outward damage that changes the appearance of insured property, but does not impair its ability to function as intended.
- H. "Covered" means insured by us under this policy.
- I. "Electronic data" means facts, information, documents, records or "computer programs" stored on, used on, or transmitted to or from electronic devices, equipment or media.
- J. "Employee(s)" means any partner, member, officer, manager, employee (including leased employees), director, trustee, or official.
- K. "Extra Expense" means the excess (if any) of the total cost incurred during a reasonable time period while the property is being restored, chargeable to your "operations", over and above the total cost that would normally have been incurred to conduct your "operations" during the same period had no damage or destruction occurred.
- L. "Fine Arts" means works of art, museum collections, limited production collectibles, historical value items, antiques or rare articles, including etchings, pictures, photographs (negatives and positives), lithographs, gallery proofs, original records, statues, sculptures, and similar property.
- M. "Flood" means a general and temporary condition of partial or complete inundation of 2 or more acres of normally dry land area or of 2 or more properties (at least 1 of which is the policyholder's property) from:
1. Overflow of inland or tidal waters; or
  2. Unusual and rapid accumulation or runoff of surface waters from any source; or
  3. Mudflow; or
  4. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined above.

- N. "Fungus" means mold, mildew, or any other type of fungus, including mycotoxins, spores, odors or byproducts arising out of the current or past presence of a fungus.
- O. "Historical building" means any "building" or structure listed by the Wisconsin State Historical Society on the Wisconsin State and National register of historic places.
- P. "Money" means currency (electronic and government issued), coins, bank notes, bullion, travelers checks, registered checks and money orders (including those held for sale to the public).
- Q. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions within a 72-hour period, which results in property damage during the policy period.
- R. "Operations" means the performance of your functions and duties at the insured premises.
- S. "Property in the Open" means mobile or permanently affixed personal property designed to be left exposed to the elements and outside of a covered building.
- T. "Pollutants" means largely undesirable substances, irritants, "contaminants", chemicals or waste products that interfere with human comfort or health or that adversely affect the air, soil, water or other natural resources.
- U. "Replacement Cost" means the cost to repair or replace (new) the property with like kind and quality.
- V. "Securities" means all negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes revenue stamps, food stamps, and other stamps in current use; tokens and tickets.
- W. "Sinkhole collapse" means the abrupt settlement, systematic weakening or collapse of the land supporting a covered "building" that results from simultaneous movement of soil, sediment or rock into subterranean voids created by the effect of water on a limestone or similar rock formation. "Sinkhole collapse" does not include collapse of the land into manmade underground cavities or ordinary settling or cracking of the covered "building" or its foundation.
- X. "Specified causes of loss" means the following: aircraft; civil commotion; explosion; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; vandalism; vehicles; volcanic action; "water damage"; weight of snow, ice or sleet; windstorm. It also means falling objects, not including loss or damage to "Property in the Open" or to the interior of a "building" or its contents if the exterior of the "building" remains undamaged by the falling objects.
- Y. "Vacant" means:
1. If you are a tenant, a unit or suite leased to you that does not house sufficient personal property to allow you to conduct your normal business "operations".
  2. If you are an owner or general lessee of a "building", less than 31 % of the total square footage of your "building" is used by an owner, a lessee, or a sub-lessee to conduct its normal business "operations".
- "Buildings", units, suites or structures under construction or renovation are not considered "vacant".
- A suspension of "operations" or period of inactivity during part of each year which is usual and incidental to the described occupancy of the "building", unit, suite or structure shall not be deemed "vacant".
- Change of occupancy shall be recognized by us only if formal action changing the occupancy of the "building", unit, suite or structure was taken by your governing board prior to the loss.
- Z. "Valuable Records" means inscribed, printed, or written documents; manuscripts or records, including abstracts, books, deeds, drawings, films, maps, and mortgages. "Valuable Records" does not mean your accounts receivables, "money" or "securities".

AA. "Water damage" means the accidental escape of water or steam from a plumbing system, HVAC system, or appliance on your insured premises as a direct result of the breakdown or failure of that system or appliance. "Water damage" does not include accidental discharge or overflow of water from a sump system.

This policy is made and accepted subject to the foregoing provisions together with such other provisions and agreements as may be added by endorsement.

**SECTION X. DEFINITION OF "CONTRACTORS EQUIPMENT"**

The following items are "Contractors Equipment" and must be scheduled to have coverage in excess of the \$25,000 provided in **Section IV.J**:

Airport Equipment	Farm Equipment	Portable Equipment
Aircraft Servicing Equipment	Balers	Compactors    Compressors
Fire Fighting Equipment	Combines	Excavators    Generators
Snow Removal	Cultivators	Pumps          Scales
Equipment	Harvesters	Stages         Tanks
Asphalt/Concrete Plants	Haybines	Turbines       Water Blaster
All-Terrain Vehicles	Planters	Pulvi-Mixers
Augerminer	Spreaders	Railroad Equipment
Back Hoes	Fork Lifts	Railroad Cars
Boats/Motors	Golf Carts	Railroad Engines
Booster Heaters	Grinders	Track Service Vehicles
Boring Machines	Hauling Equipment (off Highway)	Road Equipment
Brush Burners	End Dumps	Flushers       Graders
Cement Mixers	Hoisting Machines	Oilers          Scrapers
Chippers	Honey Wagons	Rollers         Sweepers
Choppers	Hydraulic Breaker	Spreaders      Shoulder Machines
Compaction Equipment Pneumatic	Lake Treatment Equipment	Robots
Rollers	Barges	Rock Pickers
Steel Wheel Rollers	Lake Sprayers	Road Wideners
Tamping Compactors	Weed Harvesting Equipment	Sand Blasters
Vibratory Compactors	Leaf Suckers	Seeders
Concrete Saws	Lifts	Sewer Jetters
Conveyors	Loaders	Sewer Rodders
Core Drill	Mowers	Shovels
Cranes	Mulchers	Sludge Trucks
Crack Melter	Painting Machines	Sludge Injectors
Crushing & Aggregate	Paving Equipment	Snow Grooming Equipment
Discs	Base Plants    Finishers	Snow Blowers
Ditchers	Distributors   Mixers	Snowmobiles
Draglines	Profilers      Plants	Sprayers
Drones	Rippers        Screeners	Street Sweepers
Earth Moving Equipment	Spreaders     Surge Bins	Stump Cutters
Crawler Loaders	Scarifiers    Asphalt Heaters	Stump Pullers
Loader - Backhoes	Tar Kettles    Tumblers	Surge Bins
Motor Graders	Transit Mixers	Tractors (including riding lawnmowers)
Motor Scrapers	Personal Watercraft	Trailers
Rubber-Tired Loaders	Pile Driving Equipment	Tree Movers/Planters
Wheel Tractors	Pipeline Equipment	Valve Operator
End Loader Type	Plow Blades	*Vehicles
Equipment Derricks	Plow Wings	Water Wagons
Equipment Excavating		Welders
Excavators		Windrow Eliminators
		Windrower

Attachments related to the operation of the property listed above need not be scheduled. They are covered as part of the basic power unit.

\*Vehicles designed for road use, but not licensed, because of specialized use. Attachments to vehicles licensed for road use such as wing blades, snowblades, and sanders are Contractors Equipment.

# MUNICIPAL PROPERTY INSURANCE COMPANY

## JOINT LOSS AGREEMENT ENDORSEMENT

This endorsement applies in the event of damage to or destruction of property at a location designated in this policy and also designated in a Boiler and Machinery Insurance Policy(ies) and there is a disagreement between the insurers with respect to:

1. Whether such damage or destruction was caused by a peril insured against by this policy or by a peril insured against by such Boiler and Machinery Insurance Policy(ies) or
2. The extent of participation of this policy and of such Boiler and Machinery Insurance Policy(ies) in a loss which is insured against, partially or wholly, by any or all of said policies.

We shall, upon written request of you, pay you one-half of the amount of the loss which is in disagreement, but in no event more than we would have paid if there had been Boiler and Machinery Insurance Policy(ies) in effect, subject to the following conditions:

The amount of the loss which is in disagreement, after making provisions for any undisputed claims payable under the said policies and after the amount of the loss is agreed upon by you and the insurers, is limited to the minimum amount remaining payable under either this or the Boiler and Machinery Policy(ies);

1. The Boiler and Machinery insurer(s) shall simultaneously pay to the insured one-half of said amount which is in disagreement;
2. The payments by the insurers hereunder and acceptance of the same by you signify the agreement of the insurers to submit to and proceed with arbitration within 90 days of such payments; the arbitrators shall be three in number, one shall be appointed by the Boiler and Machinery insurer, one shall be appointed by us, and the third appointed by consent of the other two. The decision by the arbitrators shall be binding on the insurers and judgement upon such award may be entered in any court of competent jurisdiction;
3. You agree to cooperate in connection with such arbitration but not to intervene therein;
4. The provisions of this endorsement shall not apply unless such other policy(ies) issued by the Boiler and Machinery insurance company(ies) is similarly endorsed; and
5. Acceptance by you of some payment pursuant to the provisions of this endorsement, including an arbitration award, shall not operate to alter, waive, surrender or in any way affect the rights of you against any of the insurers.

# MUNICIPAL PROPERTY INSURANCE COMPANY

## CAP OF LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under:

### MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

#### A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

#### B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as losses excluded for nuclear reaction, radiation or contamination; losses due to war, warlike action, insurrection, rebellion and revolution; or, action taken by governmental authority.

# MUNICIPAL PROPERTY INSURANCE COMPANY

## SPECIFIC LIMIT ENDORSEMENT

This endorsement supersedes the following coverage provisions of policy number 5000130 Q-1; **Section III – Amount of Coverage; Section IV – “Covered” Property; Limit of Coverage; Section VII – Basis of Recovery; and Section VIII - Conditions, Paragraph E.**

The most that we will pay in the event of loss for the property described in this endorsement is the amount of coverage designated by the insured, as identified in the declaration page of this policy. Coverage is limited to the items promulgated in the following schedule.

<b>Description of property - include addresses, site and building numbers as noted on Statement of Values</b>	<b>Building Values</b>	<b>Contents Values</b>	<b>Miscellaneous Coverage Values</b>
1920 Stahl Rd., Sheboygan, WI 53081 - Poth Farm	100,000	0	

Miscellaneous coverages include items such as valuable papers, extra expense, pollution clean up, etc., due to losses caused by "covered" perils to property described in this endorsement. In no event shall coverage be greater than that provided in the policy to which this endorsement is attached.

Coverage does apply to buildings and structures that are vacant beyond a period of 60 consecutive days providing those structures are heated or plumbing fixtures and apparatus drained of water or other liquids to prevent loss due to freezing.

# MUNICIPAL PROPERTY INSURANCE COMPANY

## VACANCY PERMIT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

### SCHEDULE

Site.

No.

Per schedule on Declarations Page

A. We issue this Vacancy Permit subject to the following:

The following do not apply to a "covered" loss arising from "vacant" property at the locations shown on the declarations page under Vacancy Permit or in the Schedule above:

Item FF. **SECTION IV – "COVERED" PROPERTY; LIMIT OF COVERAGE** of the **MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001**.

B. **Other Policy Provisions** All exclusions, limitations and other provisions of the policy to which this endorsement is attached that does not conflict with the language in this endorsement apply to this endorsement.

Any liberalized terms of this endorsement supersede the policy to which this endorsement is attached.

# MUNICIPAL PROPERTY INSURANCE COMPANY

## MONIES AND SECURITIES ENDORSEMENT

This endorsement modifies insurance provided under:

### MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

#### A. Coverage A - Loss Inside the Premises

This endorsement provides coverage to pay for loss of money, securities, and food stamps by the actual destruction, disappearance or wrongful abstraction thereof within your premises or within any banking premises or similar recognized places of safe deposit.

#### B. Coverage B - Loss Outside the Premises

This endorsement provides coverage to pay for loss of money, securities, and food stamps by the actual destruction, disappearance or wrongful abstraction thereof outside your premises while being conveyed by a "messenger" or any armored motor vehicle company, or while within the living quarters in the home of any "messenger".

#### C. Deductible See Section II-Deductible of primary policy.

#### D. Exclusions

This endorsement does not apply:

1. To loss due to any fraudulent, dishonest or criminal act by any insured, an officer, employee, director, trustee or authorized representative thereof, while working or otherwise and whether acting alone or in collusion with others; provided, this exclusion does not apply to "safe burglary" or "robbery" or attempt thereof by other than an insured;
2. To loss due to:
  - a. The giving or surrendering of money or securities in any exchange or purchase, or
  - b. Accounting or arithmetical errors or omissions;
3. To loss of manuscripts, books of account or records;
4. Under Coverage A, to loss of money contained in coin operated amusement devices or vending machines, unless the amount of money deposited within the device or machine is recorded by a continuous recording instrument therein;
5. To loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
6. To loss due to nuclear reaction, nuclear radioactive contamination, or to any act or condition incident to any of the foregoing.

#### E. Definitions. The following definitions apply to this endorsement:

1. "Messenger" means you or any employee of yours who is authorized by you to have the care and custody of the insured property outside the premises.
2. "Custodian" means you or any employee of yours who is authorized by you to have the care and custody of the insured property within the premises, excluding any person while acting as a watchman, porter or janitor.
3. "Robbery" means the taking of insured property (1) by violence inflicted upon a "messenger" or a "custodian"; (2) by putting him/her in fear of violence; (3) by any other overt felonious act committed in his/her presence and of which he/she was actually cognizant, provided such other act is not committed by your employee; (4) from the person or direct care and custody of a "messenger" or "custodian" who has been killed or rendered unconscious; or (5) under Coverage A. (a) from within the premises by means of compelling a "messenger" or "custodian" by violence or threat of violence while outside the premises to admit a person into the premises or to furnish him with means of ingress in the premises, or (b) from a showcase or show window within the premises while regularly open for business, by a person who has broken the glass thereof from outside the premises.

4. "Safe Burglary" means (1) the felonious abstraction of insured property from within a vault or safe, the door of which is equipped with a combination lock, located within the premises by a person making felonious entry into such vault or such safe and any vault containing the safe, when all doors thereof are duly closed and locked by all combination locks thereon, provided such entry shall be made by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon the exterior of (a) all of said doors of such vault or such safe and any vault containing the safe, if entry is made through such doors, or (b) the top, bottom or walls of such vault of such safe and any vault containing the safe through which entry is made, if not made through such doors, or (2) the felonious abstraction of such safe from within the premises.
5. "Loss" includes damage.

#### **F. Ownership of Property; Interests Covered**

The insured property may be owned by you, or held by you in any capacity whether or not you are liable for the loss thereof, or may be property as respects which you are legally liable; provided, the insurance applies only to your interest in such property, including your liability to others, and does not apply to the interest of any other person or organization in any property unless included in the insured's proof of loss.

#### **G. Books and Records**

You shall keep records of all the insured property in such manner that we can accurately determine the amount of loss.

#### **H. Limits of Liability; Settlement Options**

The limit of our liability for loss shall not exceed the applicable limit of insurance stated in the declarations, nor what it would cost at the time of loss to repair or replace the property with other of like kind and quality, nor as respects securities the "actual cash value" thereof at the close of business on the business day next preceding the day on which the loss was discovered, nor as respects other property the "actual cash value" thereof at the time of loss; provided, however, the "actual cash value" of such other property held by you as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by you when making the advance or loan, nor in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

The applicable limit of insurance stated in the declarations is the total limit of our liability with respect to all loss of property of one or more persons or organizations arising out of any one occurrence. All loss incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts at the premises, whether committed by one or more persons, shall be deemed to arise out of one occurrence.

We may pay for the loss in money or may repair or replace the property and may settle any claim for loss of property either with you or the owner thereof. Any property so paid for or replaced shall become our property. Any property recovered after settlement of a loss shall be applied first to the expense of the parties in making such recovery, with any balance applied as if the recovery had been made prior to said settlement, and loss readjusted accordingly. You or we, upon recovery of any such property, shall give notice thereof as soon as practicable to the other.

**I. Conditions** See the section **VII-Conditions** in primary policy.

#### **J. Additional Condition**

Coverage Period, Territory, Discovery - This endorsement applies only to loss which occurs during the policy period within any of the States of the United States of America, the District of Columbia, or Canada, and is discovered not later than one year from the end of the policy period.

# MUNICIPAL PROPERTY INSURANCE COMPANY

## PIER AND WHARF LIMITED COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under:

**MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001**

The following PROPERTY NOT COVERED policy provisions are replaced;

A. Item E. of **SECTION V – PROPERTY NOT COVERED, UNLESS SPECIFICALLY ENDORSED TO THIS POLICY**, of the **MUNICIPAL PROPERTY INSURANCE COMPANY MPIC-001**

by the following excluded causes of loss:

When covered under this policy:

1. Piers and wharves that are scheduled on the declarations page for loss or damage caused by:
  - a. Freezing or thawing; or,
  - b. Erosion or deterioration whether gradual or sudden.
2. Piers and wharves (not scheduled on the declarations page), bridges, dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, and docks: for loss or damage caused by:
  - a. Freezing or thawing;
  - b. Impact of watercraft;
  - c. The pressure or weight of ice or water whether driven by wind or not; and,
  - d. Erosion or deterioration whether gradual or sudden.

Losses covered under this endorsement are subject to the following:

- a Coverage under this endorsement is not extended or amended by any other limit or sublimit of coverage provided under any other part of the policy or endorsements
- b A per occurrence coverage limit equal to not more than \$250,000
- a A per occurrence deductible equal to the greater of the deductible displayed on the Declarations Page or 10% of the total covered loss applies regardless of any other deductible, covered loss or damage provisions

**MUNICIPAL PROPERTY INSURANCE COMPANY**  
**CONTRACTORS EQUIPMENT**  
**NEW REPLACEMENT COST COVERAGE ENDORSEMENT**

Property "Covered"

This endorsement provides coverage only for the items which are shown on the attached schedule you provided. Coverage applies regardless of the location of the property.

Perils "Covered": This endorsement insures against all sudden and accidental direct physical loss or damage except as limited or excluded in the following sections.

Losses Excluded: See Section **VI** of the policy. Except exclusion **VI (B)** does not apply to "contractors Equipment".

Additional Exclusion: This endorsement does not insure against loss or damage to tires or tubes unless the loss is coincidental with other loss or damage insured by this policy.

Basis of Recovery:

- (1) Replacement Cost – See Section **VII** of basic policy. The recovery basis for property of others shall be "actual cash value" unless you have agreed to the "replacement cost" basis in a written contract.

For "contractors equipment" on the statement of value, we will pay the current "replacement cost" at the time of the loss even if the value shown was higher or lower than the current value at the time of loss.

**MUNICIPAL PROPERTY INSURANCE COMPANY  
COVERAGE OF COMPUTER-RELATED LOSSES ENDORSEMENT**

This endorsement modifies coverage provided under:

**Municipal Property Insurance Company Policy MPIC-001**

We will pay up to \$25,000 for the cost to recover or replace your "electronic data" due to loss caused by the following:

- A. Impairment of computer services through inside attack. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to "malicious programming" by an employee, contractor, or other authorized person to whom you have granted permission to access your computer system.
- B. Impairment of computer services through outside attack. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to "malicious programming" by any person to whom you have not granted permission to access your computer system.
- C. Loss of communications services. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to an interruption in communications services to the described premises. The interruption must result from direct physical loss or damage caused by a "covered" peril to communications transmission lines, including fiber optic transmission lines, but excluding overhead transmission lines.

This coverage does not apply to losses caused by the following:

- A. Governmental action relating to, or seizure of, the affected property.
- B. War, warlike action, insurrection, rebellion, and revolution, or action taken by governmental authority in defending against any of these.
- C. Nuclear reaction, nuclear radiation, or radioactive contamination.

The following definitions apply to this coverage:

- A. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- B. "Malicious programming" means an illegal or unauthorized entry into an "electronic data" or computer system that results in the distortion, corruption, manipulation, copying, deletion, destruction or slowing down of that "electronic data" or computer system. It does not mean physical loss or damage to computers or computer systems.

- C. "Period of recovery" means the period of time that:
- a. Begins at the time of direct loss of or damage to "electronic data" caused by or resulting from any peril "covered" by this endorsement; and
  - b. Ends on the earlier of:
    - i. The date when your operations are restored, with reasonable speed and diligence, to the condition that would have existed in the absence of the loss of "electronic data"; or
    - ii. Sixty days after the date when, with reasonable speed and diligence, your computer system is restored to the functionality that existed prior to the loss.
  - c. The expiration date of this policy will not cut short the "period of recovery."

# **MUNICIPAL PROPERTY INSURANCE COMPANY**

## **Tax Lien Property Coverage**

This endorsement modifies insurance provided under:

**MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.**

**SECTION VII – BASIS OF RECOVERY** is amended to include:

- E. The most we will pay for a loss of property acquired through foreclosure, tax lien, tax deed or any statutory taking process is "actual cash value". This coverage restriction eliminates all sub limits and other coverage provisions that may otherwise apply to a "covered loss".

# **MUNICIPAL PROPERTY INSURANCE COMPANY LEASED PROPERTY COVERAGE**

This endorsement modifies insurance provided under:

**MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.**

**SECTION VII – BASIS OF RECOVERY** is amended to include:

- D. The most we will pay for a loss of leased property is “actual cash value”, unless the insured is contractually responsible for a different amount.

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. May 18, 2020.

Your Committee to whom was referred Res. No. 19-20-21 by Alderpersons  
Sorenson and Dekker authorizing the appropriate City officials to enter into  
a contract with Mike Koenig Construction, Inc. to replace the roof at  
Sheboygan Fire Department Station #2; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted  
and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

4.10

Res. No. 19-20-21. By Alderpersons Sorenson and Dekker.  
May 4, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Mike Koenig Construction, Inc. to replace the roof at Sheboygan Fire Department Station #2.

WHEREAS, the 2020 Capital Improvements Budget contemplates the replacement of the roof at Sheboygan Fire Department Station #2; and

WHEREAS, City Staff has obtained and reviewed competitive bids for the roof replacement, and has determined that the low bid, submitted by Mike Koenig Construction Co., Inc. of Sheboygan, Wisconsin, meets all of the requirements from the bid documents and is within the amount budgeted; and

WHEREAS, the Common Council of the City of Sheboygan believes that it is in the best interest of the City to award a contract to Mike Koenig Construction Co., Inc. for the roof replacement.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into a contract with Mike Koenig Construction Co., Inc., a copy of which is attached hereto and incorporated herein, for the roof replacement at Sheboygan Fire Department Station #2.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$315,500.00 from 2020 Capital Improvements Fund - Fire - Building Improvement Account No. 47822100-621200 for the roof replacement.

*RRS  
adopt*

\_\_\_\_\_  
*Dean Dekker*  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20 . \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20 . \_\_\_\_\_, Mayor

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
MIKE KOENIG CONSTRUCTION CO., INC.**

**REGARDING ROOF RECONSTRUCTION  
AT  
SHEBOYGAN FIRE STATION NUMBER 2**

This Agreement (“Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Mike Koenig Construction Co., Inc. (“Mike Koenig Construction”).

WITNESSETH:

WHEREAS, the City is the owner of Fire Station Number 2, located at 2413 S. 18<sup>th</sup> Street in Sheboygan, Wisconsin (“Fire Station #2”); and

WHEREAS, the City wishes to have the roof at Fire Station #2 replaced; and

WHEREAS, the City issued Request for Bids # 1978-20-2 to obtain bids from qualified providers of the materials and services needed to complete the roof replacement at Fire Station #2 (“Services”); and

WHEREAS, the City has opened the bids, and determined that the bid from Mike Koenig Construction (“Bid”) is the lowest responsive and responsible bid for the Services; and

WHEREAS, a copy of the Bid is attached to this Agreement and incorporated herein by reference; and

WHEREAS, Mike Koenig Construction desires to provide the City with the necessary Services under the terms set forth in this Agreement.

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

**Article 1. Scope of Services**

Mike Koenig Construction shall provide everything necessary—including, but not limited to, materials, labor, equipment, licenses, permits<sup>1</sup>, bonds, and travel expenses—to remove and properly dispose of the existing Flat Roof/Mansard Roof system (including its structural components) and related mechanical systems and to install a truss based pitched roof system and roofing materials and properly replace all related mechanical systems affected by the project at Fire Station #2.

The Alternate identified in Request for Bids # 1978-20-2 is not included in the Scope of Services.

All materials provided in order to complete the Services pursuant to this Agreement shall be new, newest model year, and free from defects.

The nature of the Services are described more fully in the Construction Plans prepared by Abacus Architects, which are attached to this Resolution as Exhibit 1.

As part of the Services, Mike Koenig Construction shall do the following:

Protection of Existing Facilities: Mike Koenig Construction shall be responsible for the protection of all facilities, equipment, and related portions of the structure that are not part of the project within the building which will or have the potential to be adversely impacted during the work.

Service Interruptions: Mike Koenig Construction is responsible for coordinating any needed interruptions in services at Fire Station #2. Any interruptions shall be planned in advance with Fire Department Staff and the City’s designated project manager.

Special Considerations:

*Rooftop HVAC Unit:* The Construction Plans call for the rooftop HVAC Unit to be relocated to the ground. Due to a near failure of the unit in the fall of 2019, the unit required replacement. Instead of a one-for-one replacement, the City instead opted for a basement located HVAC system with outdoor condenser. The roof opening was properly capped to a weather-tight condition; however that relocation required a rooftop fresh air intake. This fresh air intake will need to be extended once the new roof is installed. To assure compliance with State of Wisconsin approvals for the system, the Installing Contractor—Schaus Roofing and Mechanical Inc.—will provide this extension under this Agreement as a subcontractor to Mike Koenig Construction.

*Vehicle Exhaust Venting:* The system used to vent vehicle exhaust, including automatic disconnection from the vehicle tailpipes during an emergency response is manufactured by a company called Plymovent. While the existing hardware is considered obsolete, there are still systems of similar vintage in use at other Fire Stations in the City. The City would like to retain several of the components for re-use. Care should be taken during the removal of

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<sup>1</sup> Mike Koenig Construction shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

these components, as specified in the Construction Plans. Hastings Air Energy Control, Inc. will install new vehicle exhaust venting under this Agreement as a subcontractor to Mike Koenig Construction.

*Gas Fired Unit Heaters:* The Construction Plans call for three gas fired unit heaters to be re-used. Since these units are quite old, the City would like to replace the units with new, sealed combustion units. The provision and installation of these units, including new concentric stacks and new thermostat controls, is to be done as part of this Agreement. The heaters will be a Sterling SF Series heater, a Modine PTS Series heater, a Lennox TUA Series heater, or another approved equivalent heater.

Planning of Work: Mike Koenig Construction shall plan all work in advance of mobilization.

Final Cleanup: Before leaving the work area, Mike Koenig Construction will assure that all materials created during the work have been removed and cleaned up, and that the area is left in a condition similar to when Mike Koenig Construction mobilized on-site. Mike Koenig Construction is expected to maintain the work area in a neat and safe manner at all times during the performance of the Services.

Final Inspection: Mike Koenig Construction shall arrange a final inspection with City Staff and address any and all defects to the satisfaction of the City prior to submission of a final invoice for payment.

**Article 2. Standard of Care**

Mike Koenig Construction 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 shall be the sole judge of the adequacy of Mike Koenig Construction’s work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Mike Koenig Construction’s performance. Upon notice to Mike Koenig Construction and by mutual agreement between the parties, Mike Koenig Construction will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

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

**Article 3. Responsibilities of the City**

The City designates Bernie Ramer as its designated project manager for purposes of this Agreement. If the City’s designated project manager deems it appropriate, the City’s designated project manager may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

**Article 4. Compensation**

The City shall pay Mike Koenig Construction for all fees and expenses an amount not to exceed \$315,500. Invoices shall be sent via first class mail postage prepaid. Payment will be remitted to Mike Koenig Construction within forty-five (45) days of receipt of invoice. Mike Koenig Construction shall submit an invoice to the City on a monthly basis and shall be based on the percentage of the Services described in Article 1 complete. The invoice shall be sent to:

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

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

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

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

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

Partial payment made under this Agreement is not evidence of the proper performance by Mike Koenig Construction 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**

Mike Koenig Construction shall, within fifteen (15) days of the approval of this Agreement by the Common Council of 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 Mike Koenig Construction to perform the work in a timely or satisfactory fashion may result in forfeiture of Mike Koenig Construction's Performance Bond.

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

**Article 7. Schedule**

Mike Koenig Construction shall commence work pursuant to this Agreement within twenty-one (21) days of this Agreement being approved by the Common Council of the City of Sheboygan. Mike Koenig Construction shall continue the prosecution of the Services as quickly as is practicable until the Services are completed. Mike Koenig Construction shall complete the services by October 2, 2020, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's designated project manager shall have the authority to consent to an extension of the Deadline.

**Article 8. Liquidated Damages**

In the event that Mike Koenig Construction does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Mike Koenig Construction, 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 Mike Koenig Construction 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.

Permitting Mike Koenig Construction to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

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

Mike Koenig Construction guarantees that the workmanship to complete the Services provided under this Agreement for a period of not less than three (3) years after final acceptance by the City. This guarantee shall cover the replacement of any and all parts and labor to replace any and all parts made necessary by normal usage and wear.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term “or equal” or the term “the equivalent” if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City. The approval by the City of alternate material or equipment as being equivalent to that specified shall not in any way relieve Mike Koenig Construction 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 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.

Mike Koenig Construction shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Mike Koenig Construction shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local. Mike Koenig Construction’s Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

**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. Mike Koenig Construction 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 Mike Koenig Construction 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 Mike Koenig Construction. Mike Koenig Construction shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Mike Koenig Construction 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 Mike Koenig Construction's compensation and the schedule of services.

If Mike Koenig Construction defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, fifteen (15) days after written notice has been delivered to Mike Koenig Construction, 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 Mike Koenig Construction. 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 Mike Koenig Construction, 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 Mike Koenig Construction) shall be less than the sum which would have been payable under the Agreement if it had been completed by Mike Koenig Construction, Mike Koenig Construction shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Mike Koenig Construction 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 Mike Koenig Construction or its surety for failure to complete the work in the time specified.

#### **Article 13. Default**

If Mike Koenig Construction 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 insure 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, Mike Koenig Construction breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Mike Koenig Construction a written notice of default. If Mike Koenig Construction, within a period of fifteen (15) 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 Mike Koenig Construction, as set forth in this Agreement.

#### **Article 14. Identity of Mike Koenig Construction**

Mike Koenig Construction acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Mike Koenig Construction. Mike Koenig Construction thus agrees that the Services to be performed pursuant to this Agreement

shall be performed by Mike Koenig Construction. Mike Koenig Construction shall not subcontract any part of the Services without the prior written permission of the City. The City's designated project manager shall have the ability to provide this written permission. The City reserves the right to reject any of the Mike Koenig Construction'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, Mike Koenig Construction 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. Mike Koenig Construction 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**

Mike Koenig Construction 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 Mike Koenig Construction.

As such, Mike Koenig Construction shall indemnify and defend the City—including its Officials, Agents, and Employees—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.

Mike Koenig Construction 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, Mike Koenig Construction shall further hold harmless the City, its Officials, Agents, and Employees from liability or claims for any injuries to or death of Mike Koenig Construction'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 indemnify the City for 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**

Mike Koenig Construction shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Mike Koenig Construction 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, Mike Koenig Construction shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the Purchasing Agent listing the City of Sheboygan as an additional insured:

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

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

City of Sheboygan, Wisconsin  
Bernard Rammer – Purchasing Agent  
828 Center Ave., Suite 110  
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

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

**Article 18. Conflict of Interest**

Mike Koenig Construction 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. Mike Koenig Construction 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 Mike Koenig Construction shall assign any rights or duties under this Agreement without the prior written consent of the other party.

**Article 22. Third Party Rights**

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

**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, Mike Koenig Construction 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. Mike Koenig Construction further agrees to take affirmative action to ensure equal employment opportunities.

**Article 25. Compliance with Laws**

In performing the Services under this Agreement, Mike Koenig Construction shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Mike Koenig Construction 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.

Mike Koenig Construction 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:**

**Mike Koenig Construction:**

City Clerk	Michael R. Koenig
City of Sheboygan	Mike Koenig Construction Co., Inc.
828 Center Ave.	3502 Behrens Parkway
Sheboygan, Wisconsin 53083	Sheboygan, Wisconsin 53081

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

**Article 27. Intent to be Bound**

The City and Mike Koenig Construction 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. Notice of Award

4. The Request for Bids (including all attachments)
5. All Addenda to the Request for Bids
6. Mike Koenig Construction's Bid Response (including the Items to be Attached)
7. All Other Submittals by Mike Koenig Construction
8. The Performance and Payment Bonds

(collectively "the Contract").

This Contract is the entire and integrated agreement between the City and Mike Koenig Construction 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 Mike Koenig Construction, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Mike Koenig Construction 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**

Mike Koenig Construction 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, Mike Koenig Construction 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. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.

3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
  
4. 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.
  
5. Definitions.
  - a. Final Acceptance: The event that occurs when Mike Koenig Construction issues to the City or the City issues to Mike Koenig Construction a written statement that Mike Koenig Construction has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.
  
  - b. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Mike Koenig Construction in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Mike Koenig Construction with a Punch List that Mike Koenig Construction must complete in order for Completion of the Services to occur.
  
  - c. Final Payment: Payment by the City to Mike Koenig Construction after Completion of the Services the result of which is Mike Koenig Construction receiving all payments due under the terms of the Agreement for performing and completing the Services.

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

**CITY OF SHEBOYGAN, WISCONSIN**

**MIKE KOENIG CONSTRUCTION**

**BY:** \_\_\_\_\_  
Michael J. Vandersteen, Mayor

**BY:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

RENOVATION TO  
**SHEBOYGAN FIRE STATION #2**

2413 S. 18th St. SHEBOYGAN, WISCONSIN



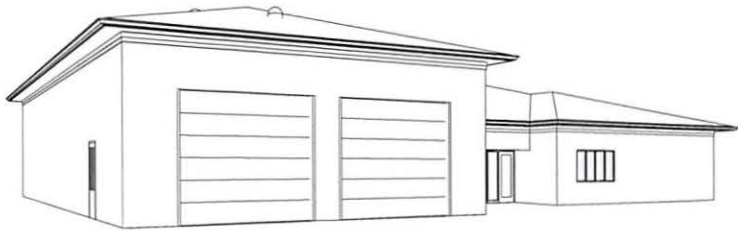
REVISIONS:  
 11-1-2018 Construction Set

SCALE TO BE USED:  
 REVISIONS SHALL BE SHOWN IN ALL DRAWINGS AND SHALL BE IDENTIFIED BY DATE AND NUMBER. THE REVISIONS SHALL BE SHOWN IN ALL DRAWINGS AND SHALL BE IDENTIFIED BY DATE AND NUMBER.

SCALE: 1/8" = 1'-0" ARCHITECTS, INC.



LOCATION MAP



AXON VIEW

ARCHITECTURAL	
ABACUS ARCHITECTS, INC. 1128A MICHIGAN AVENUE SHEBOYGAN, WI 53081 PHONE: 920-432-4444	
A.101 TITLE SHEET	1.001 GENERAL NOTES
A.102 WALL TYPES, ASSEMBLIES, AND SYMBOLS	1.200 RTJOINT FRAMING PLAN
A.103 SPECIFICATIONS	1.400 DETAILS
A.104 SPECIFICATIONS	
A.105 SPECIFICATIONS	
A.201 FLOOR PLAN	
A.301 FLOOR PLAN	
A.501 EXTERIOR ELEVATIONS	
A.502 EXTERIOR ELEVATIONS	
A.503 EXTERIOR ELEVATIONS	
A.504 EXTERIOR ELEVATIONS	
A.601 BUILDING SECTIONS	
A.602 BUILDING SECTIONS	
A.603 WALL SECTIONS	
A.604 WALL SECTIONS	
A.701 ROOF PLAN	

STRUCTURAL	
PERICE ENGINEERS, INC. 181 NORTH BROADWAY MILWAUKEE, WI 53232 PHONE: (414) 278-6840	
	1.001 GENERAL NOTES
	1.200 RTJOINT FRAMING PLAN
	1.400 DETAILS

H.V.A.C.	
SERVENTE CONSULTING ENGINEERS, LLC 3740 W. SOUTHLAND DRIVE FRANKLIN, WI 53122 PHONE: (414) 741-8802	
MA 101 LOWER LEVEL DEMOLITION PLAN	
MA 102 LOWER LEVEL NETWORK PLAN	
MA 103 FIRST FLOOR CEILING PLAN	
MA 104 FIRST FLOOR MECHANICAL PLAN	
MA 105 ROOF DEMOLITION PLAN	
MA 106 RTJOINT NETWORK PLAN	

ELECTRICAL	
EDMACKS & ASSOCIATES, INC. 5420 S. WESTRIDGE DRIVE NEW KENOSHA, WI 53151 PHONE: (262) 784-5323	
0.001 SITE LOCATION MAP, NOTES & SYMBOLS	
1.101 LIGHTING PLAN	
1.201 POWER PLAN	
1.301 SCHEDULES	
1.401 SYMBOLS	
1.402 SYMBOLS	

PROJECT INFORMATION	
<b>APPLICABLE BUILDING CODES</b>	
2018 WISCONSIN BUILDING CODE (SBC) 2018 WISCONSIN ELECTRICAL CODE (SEC)	
<b>RULING AREA</b>	
SHEBOYGAN AREA - 1128A MICHIGAN AVENUE - 1128A MICHIGAN AVENUE - 1128A MICHIGAN AVENUE	
<b>PERMITS</b>	
SHEBOYGAN PERMIT NO. 1128A MICHIGAN AVENUE - 1128A MICHIGAN AVENUE - 1128A MICHIGAN AVENUE	
<b>CONSTRUCTION CLASSIFICATION</b>	
TYPE II CONSTRUCTION PER IBC SECTION 602.2	
<b>OCUPANCY CLASSIFICATION</b>	
GROUP I-2 PER IBC SECTION 508	
<b>PROTECTION</b>	
AS APPLICABLE PER IBC SECTION 901.2	

PROJECT NOTES	
<b>NOTICE OF WORK</b>	
THE OWNER OF THIS PROJECT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.	
<b>PERMITS</b>	
THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.	
<b>NOTICE TO PROCEED</b>	
THE CONTRACTOR SHALL NOT BEGIN WORK UNTIL THE CONTRACTOR HAS RECEIVED A NOTICE TO PROCEED FROM THE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.	
<b>SCOPE OF WORK</b>	
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.	

REVISION TO SHEET  
 SHEBOYGAN FIRE STATION #2  
 2413 S. 18TH ST. SHEBOYGAN, WISCONSIN  
 1128A MICHIGAN AVENUE, SHEBOYGAN, WISCONSIN 53081 (262) 432-4444 | 222 EAST ST. PAUL, MN 55102 | 612-338-1144

DRAWN BY: PGM  
 CHECKED BY: PGM

**A**  
**101**

PROJ. NO. 2017-30











REVISIONS:

NO. 1 TO 000000  
NECESSARY TO BE MADE TO THE ORIGINAL AND  
BEFORE ANY OTHER WORK IS DONE ON THE  
PROJECT.

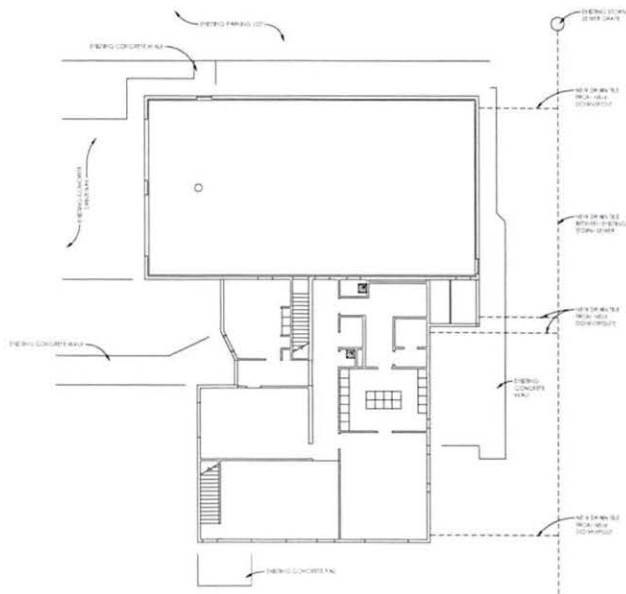
BY: ABACUS ARCHITECTS, INC.

PROJECT: SHEBOYGAN FIRE STATION #2  
RENOVATION TO  
SHEBOYGAN FIRE STATION #2  
2413 S. 18TH ST. SHEBOYGAN, WISCONSIN  
1133A WISCONSIN AVE. SHEBOYGAN, WISCONSIN 53081-1444 | 224.247.1133 | WWW.ABACUSARCHITECTS.COM

DRAWN BY: JMR  
CHECKED BY: PM

A  
201

PROJ. NO. 2017-30



SITE PLAN  
SCALE: 1" = 12'-0" (A 201)





REVISIONS:

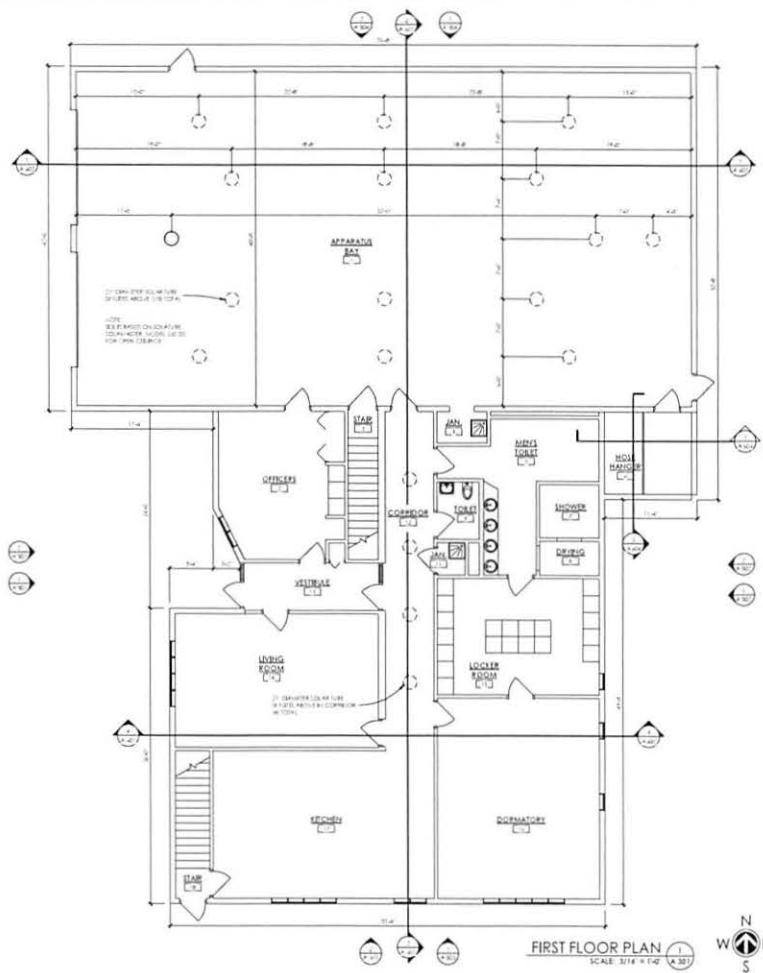
THIS IS A PRELIMINARY DRAWING. IT IS NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THIS DRAWING WILL BE MADE AT THE CLIENT'S RISK. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THIS DRAWING IS THE PROPERTY OF ABACUS ARCHITECTS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. © 2017 ABACUS ARCHITECTS, INC.

DESIGNED BY: JAMES J. O'NEILL, AIA  
REGISTRATION NO. 1001  
**SHEBOYGAN FIRE STATION #2**  
2413 S. 1<sup>ST</sup> ST. SHEBOYGAN, WISCONSIN  
1135A WASHINGTON AVE. SHEBOYGAN, WISCONSIN 53081-1444 | 224.247.1135 | JAMES@ABACUSARCHITECTS.COM

DRAWN BY: JAH  
CHECKED BY: PM

**A**  
**301**

PROJ. NO. 2017-30



FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"











REVISIONS:

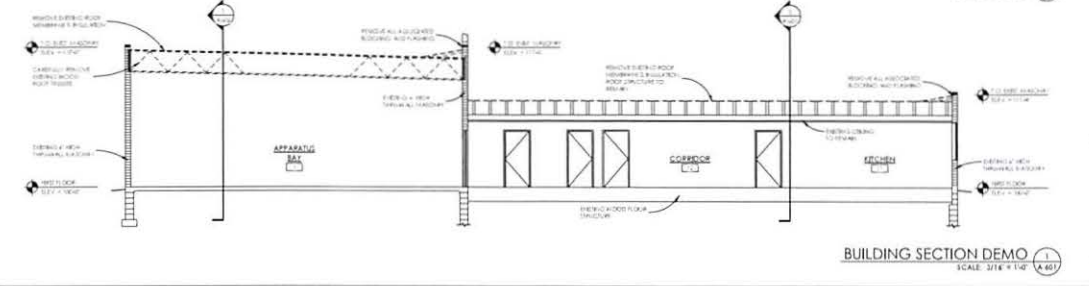
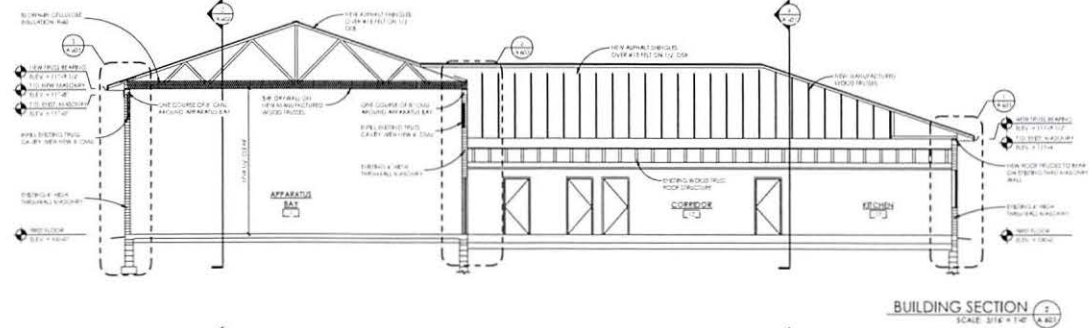
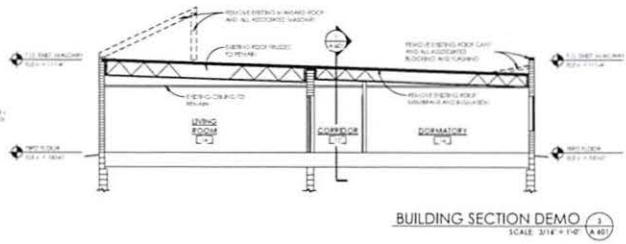
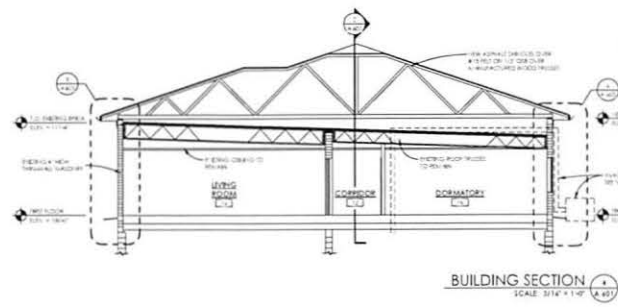
DATE: 10/15/2017  
 SHEBOYGAN FIRE STATION #2  
 2413 S. 18TH ST. SHEBOYGAN, WISCONSIN  
 11314 UNIVERSITY AVE. SHEBOYGAN, WI 53081-1728 | 262.461.1131 | WWW.ABACUSARCHITECTS.COM

REGISTRATION NO. 1018  
 REGISTRATION CO.  
**SHEBOYGAN FIRE STATION #2**  
 2413 S. 18TH ST. SHEBOYGAN, WISCONSIN  
 11314 UNIVERSITY AVE. SHEBOYGAN, WI 53081-1728 | 262.461.1131 | WWW.ABACUSARCHITECTS.COM

DRAWN BY: JWH  
 CHECKED BY: JWH

**A**  
**601**

PROJ. NO. 2017-30





REVISIONS:

NOT TO SCALE  
REVISIONS TO BE MADE BY ARCHITECT AND ENGINEER ONLY. NO OTHER REVISIONS TO BE MADE WITHOUT THE WRITTEN CONSENT OF ABACUS ARCHITECTS.

ABACUS ARCHITECTS, INC.

11314 ARMBURG AVENUE  
MILWAUKEE, WI 53224-1440  
TEL: 414.351.4400

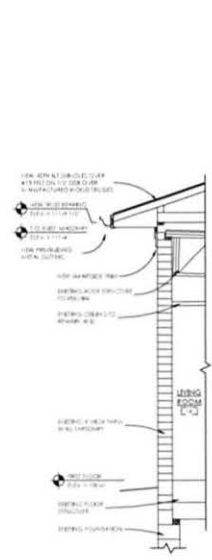
PROFESSIONAL ENGINEER  
REGISTRATION NO. 12519  
SHEBOYGAN FIRE STATION #2  
2413 S. 18TH ST., SHEBOYGAN, WISCONSIN  
TEL: 920.824.4444 | 225 EAST ST. PAUL, MN 55102 | 612.831.7440

DRAWN BY: JAH

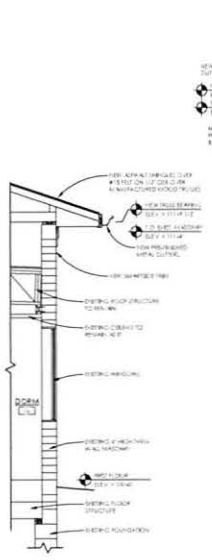
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**A**  
**603**

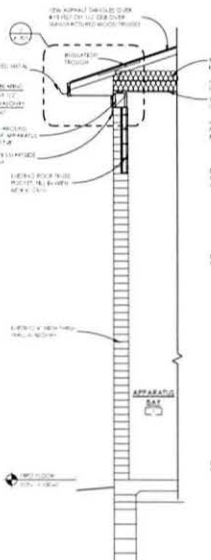
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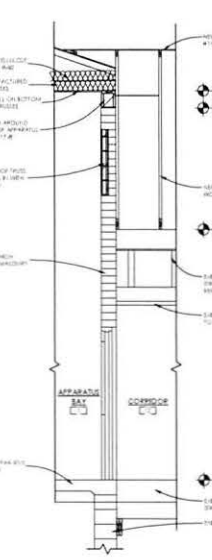
WALL SECTION 1  
SCALE: 1/2" = 1'-0"  
A 603



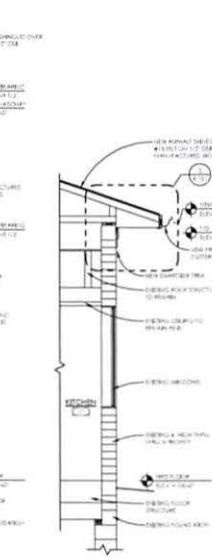
WALL SECTION 4  
SCALE: 1/2" = 1'-0"  
A 603



WALL SECTION 3  
SCALE: 1/2" = 1'-0"  
A 603



WALL SECTION 2  
SCALE: 1/2" = 1'-0"  
A 603



WALL SECTION 5  
SCALE: 1/2" = 1'-0"  
A 603



REVISIONS:

REVISIONS

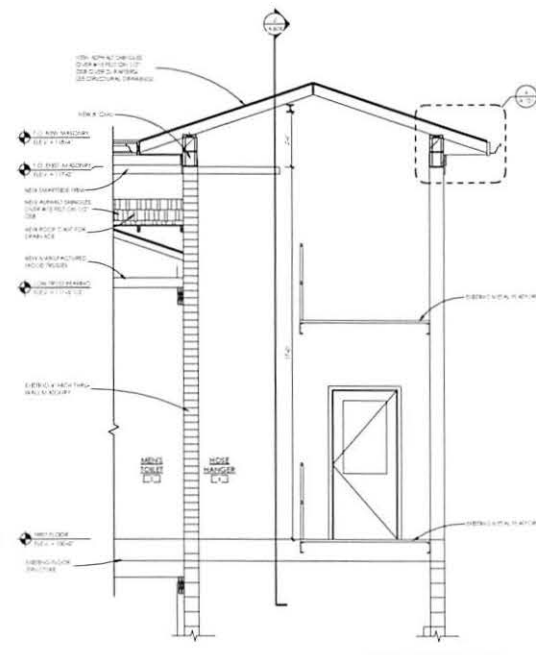
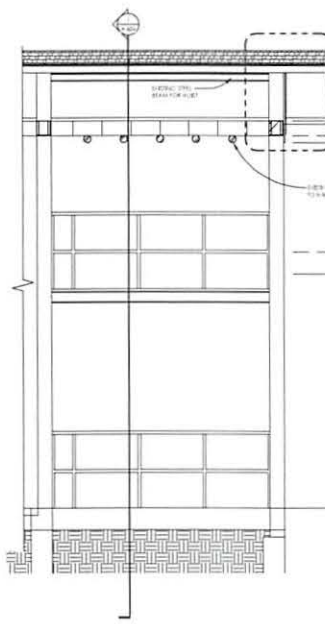
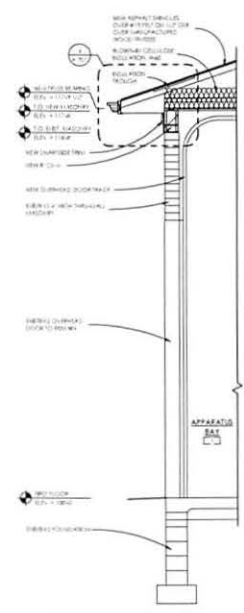
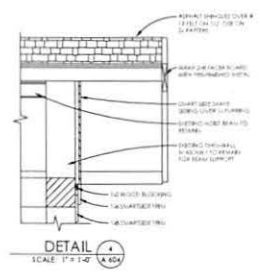
1. SHEBOYGAN FIRE STATION #2 RENOVATION  
2. 241 S. 18TH ST. SHEBOYGAN, WISCONSIN  
3. 1158A MICHIGAN AVE. SHEBOYGAN, WISCONSIN 53081  
4. 225 EAST ST. PAUL AVE. MENAISHEE, WI 53222 2616 8147-4448

DATE: NOVEMBER 1, 2017  
PROJECT: SHEBOYGAN FIRE STATION #2 RENOVATION  
SHEBOYGAN FIRE STATION #2  
241 S. 18TH ST. SHEBOYGAN, WISCONSIN  
1158A MICHIGAN AVE. SHEBOYGAN, WISCONSIN 53081  
225 EAST ST. PAUL AVE. MENAISHEE, WI 53222 2616 8147-4448

DRAWN BY: JAH  
CHECKED BY: PM

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604

PROJ. NO. 2017-30





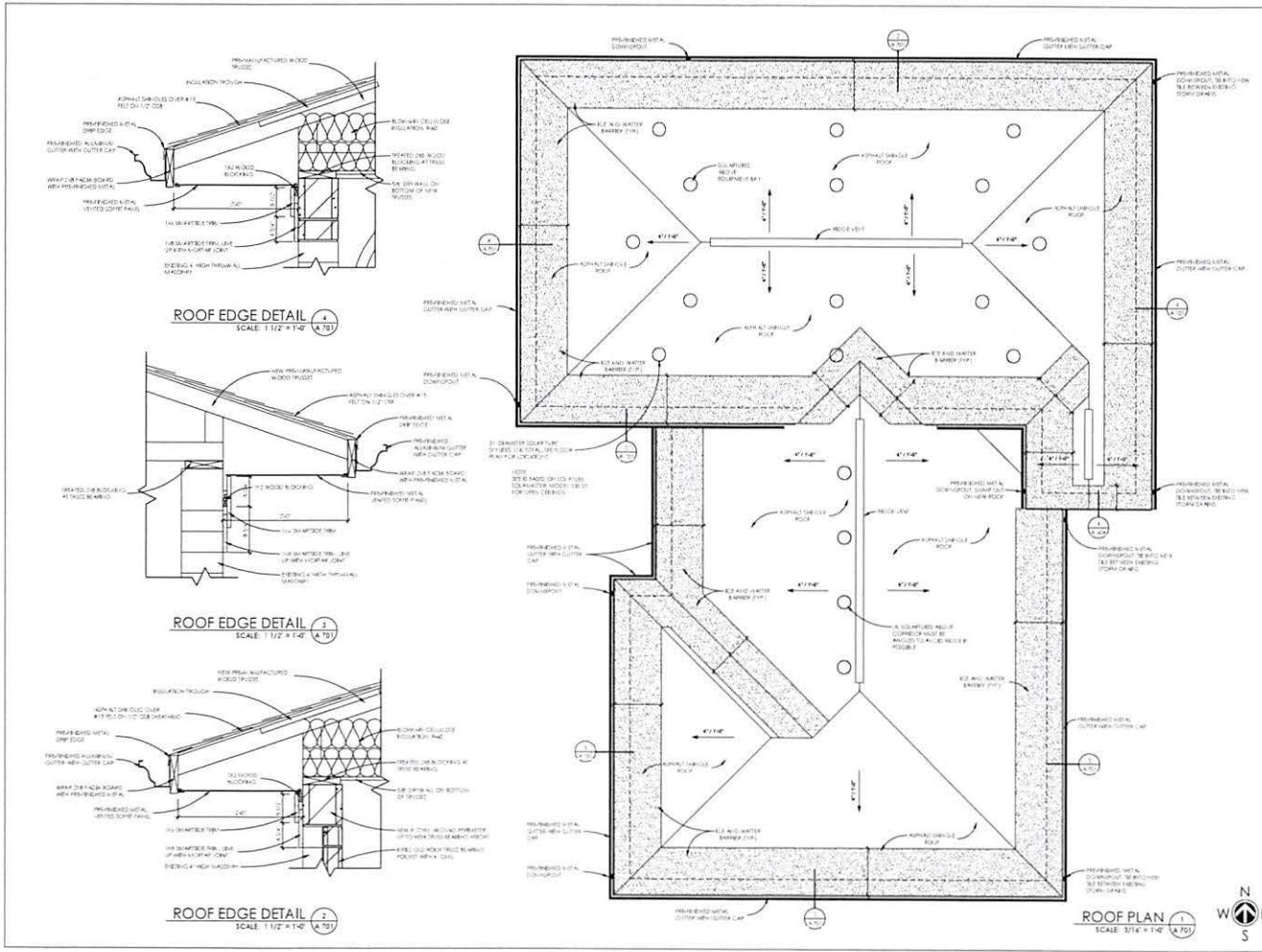
REVISIONS:

DATE: 12/15/2017  
PROJECT: SHEBOYGAN FIRE STATION #2

2413 S. 18TH ST. SHEBOYGAN, WISCONSIN  
1133A WISCONSIN AVE. SHEBOYGAN, WISCONSIN 53081-4544 | 225 EAST ST. PAUL, MN 55102 | 612.337.4445

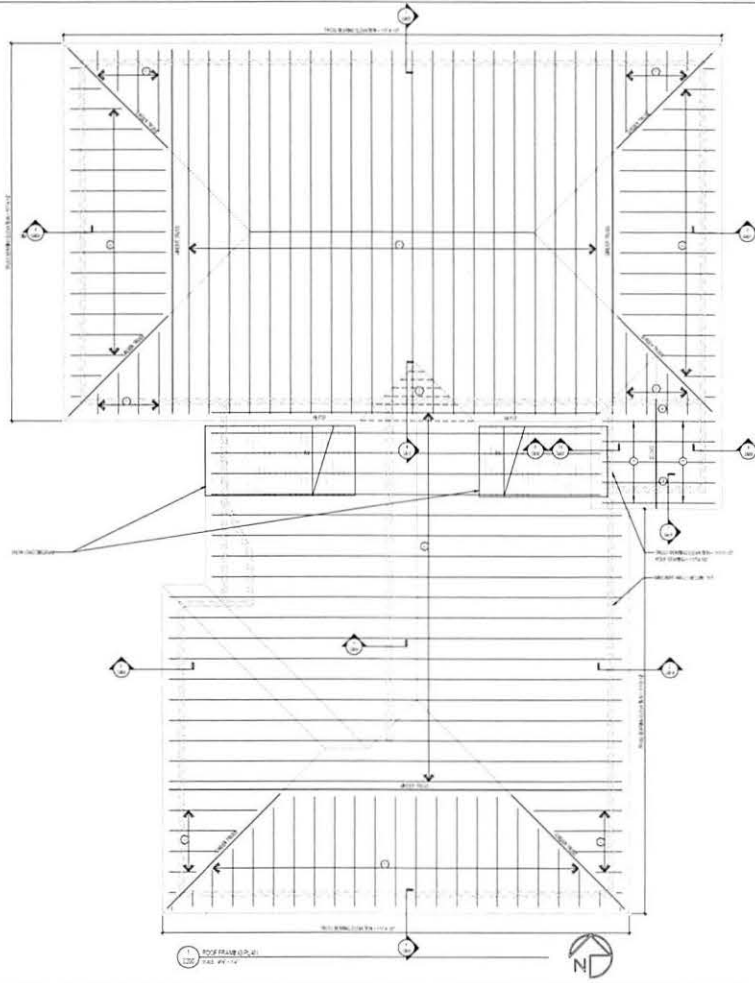
DESIGNED BY: JAH  
CHECKED BY: PM

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701  
PROJ. NO. 2017-30









**WOOD ROOF PLAN NOTES**

1. THIS PLAN SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND SCHEDULE FOR THE ROOF SYSTEM. THE ROOF SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 90A.
2. ALL ROOFING SHALL BE INSTALLED OVER A CONTINUOUS, UNINTERRUPTED, AND UNPERFORATED MEMBRANE. THE ROOF SHALL BE PROTECTED BY A MINIMUM OF TWO INCHES OF GRANULAR SURFACE COURSE.
3. ALL ROOFING SHALL BE INSTALLED OVER A CONTINUOUS, UNINTERRUPTED, AND UNPERFORATED MEMBRANE. THE ROOF SHALL BE PROTECTED BY A MINIMUM OF TWO INCHES OF GRANULAR SURFACE COURSE.
4. ALL ROOFING SHALL BE INSTALLED OVER A CONTINUOUS, UNINTERRUPTED, AND UNPERFORATED MEMBRANE. THE ROOF SHALL BE PROTECTED BY A MINIMUM OF TWO INCHES OF GRANULAR SURFACE COURSE.
5. ALL ROOFING SHALL BE INSTALLED OVER A CONTINUOUS, UNINTERRUPTED, AND UNPERFORATED MEMBRANE. THE ROOF SHALL BE PROTECTED BY A MINIMUM OF TWO INCHES OF GRANULAR SURFACE COURSE.

**WOOD ROOF PLAN KEYED NOTES**

1. SEE SECTION 05100 FOR ROOFING DETAILS.
2. SEE SECTION 05100 FOR ROOFING DETAILS.
3. SEE SECTION 05100 FOR ROOFING DETAILS.
4. SEE SECTION 05100 FOR ROOFING DETAILS.

**ABACUS ARCHITECTS**

REVISIONS:

PROJECT: SHEBOYGAN FIRE STATION #2  
 LOCATION: SHEBOYGAN, WISCONSIN  
 1111A WISCONSIN AVE., SHEBOYGAN, WISCONSIN 53081-4444, TEL: 920.837.1111, FAX: 920.837.1112

DRAWN BY: [Name]  
 CHECKED BY: [Name]  
**S200**  
 PROJ. NO. 2017-30





REVISIONS:

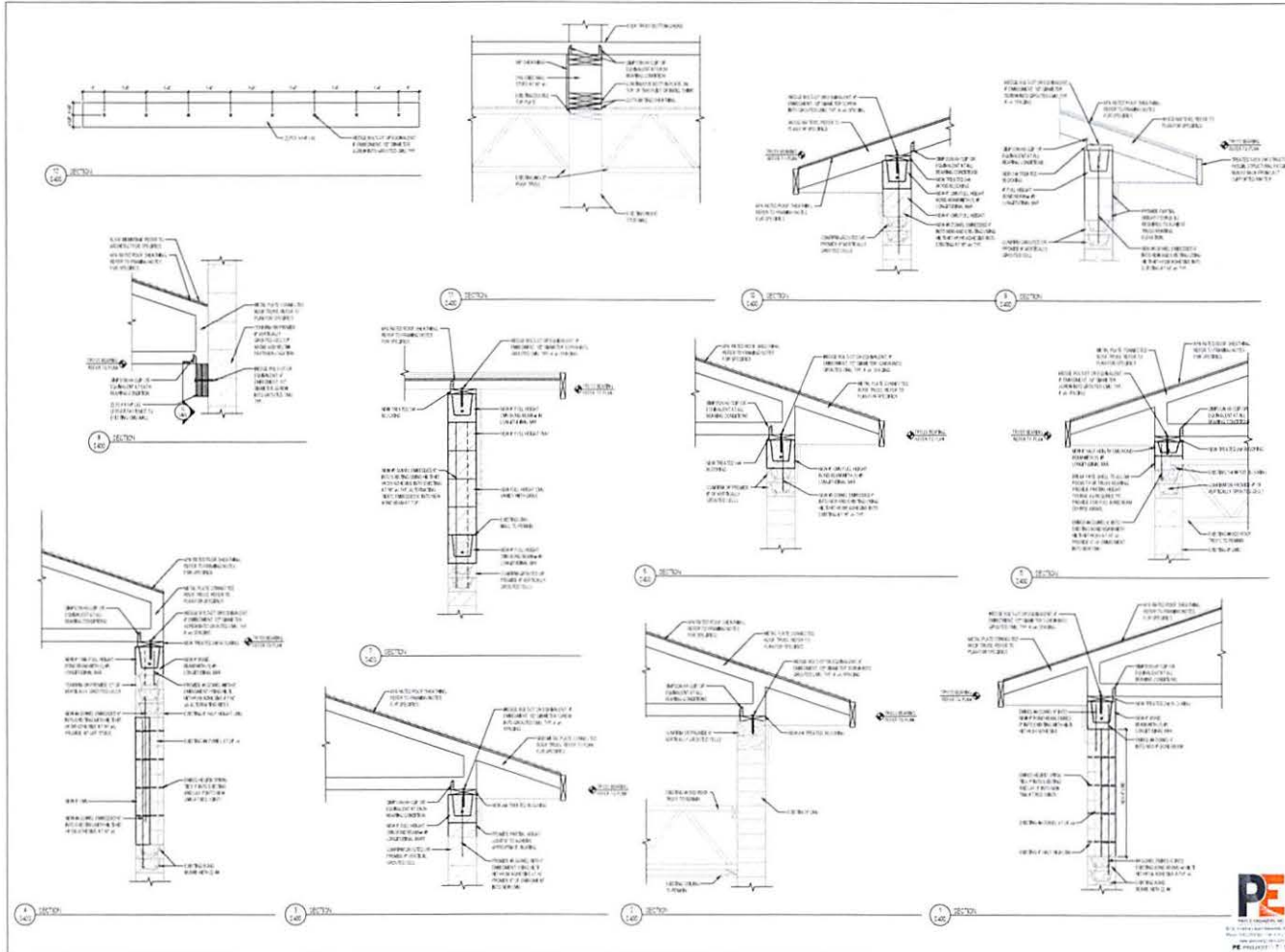
SHEBOYGAN FIRE STATION #2  
SHEBOYGAN, WISCONSIN

DRAWN BY: PJ  
CHECKED BY: PJ

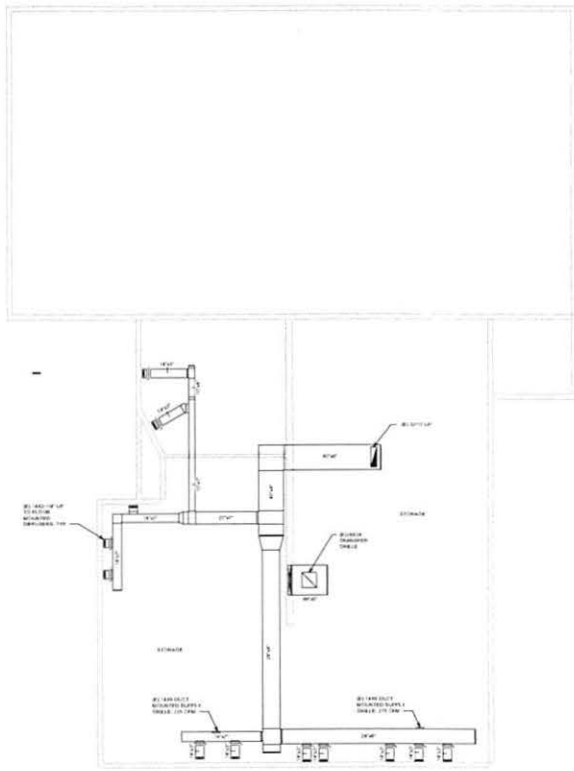
S400



PROJ. NO. 2017-30







**NEW WORK SHEET NOTES**

1. EXISTING DUCTWORK TO REMAIN - 18" DIA.
2. EXISTING DUCTWORK TO BE REMOVED AND RE-INSTALLED AS SHOWN. ALL DUCTWORK TO BE 18" DIA. UNLESS OTHERWISE NOTED.

LOWER LEVEL NEW WORK



REVISIONS:

DATE: 01/15/2017  
 DRAWN BY: J. J. JONES  
 CHECKED BY: J. J. JONES  
 PROJECT NO.: 17-0330

SHEBOYGAN FIRE STATION #2  
 2413 S. 18TH SHEBOYGAN, WISCONSIN  
 J. J. JONES ARCHITECTS, LLC  
 1124 UNIVERSITY AVENUE, SHEBOYGAN, WISCONSIN 53081-1001 P. 608.455.1000

DESIGNED BY: J. J. JONES  
 CHECKED BY: J. J. JONES

M  
101

**Cervantes Consulting Engineers, LLC**



2700 N. Sunland Drive, Milwaukee WI 53212  
 Phone No. 414.764.1002 Project No. 17-0330  
 www.cce.com

PROJ. NO. 2017-30







REVISIONS:

NO CHANGES

NO CHANGES

NO CHANGES

NO CHANGES

NO CHANGES

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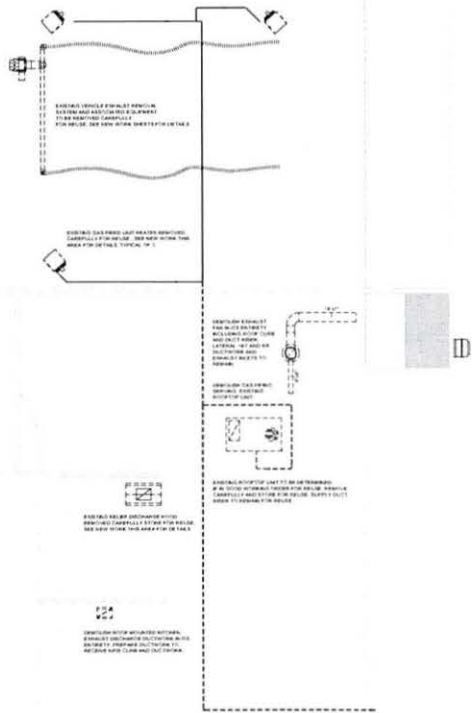
NO CHANGES

NO CHANGES

NO CHANGES

### DEMOLITION SHEET NOTES

DEMOLITION NOTES  
\*SEE DEMOLITION AREA SHEET FOR DETAILS



DEMOLITION OF EXISTING CONCRETE AND STEEL FRAMING TO BE COMPLETED IN THE DEMOLITION AREA FOR DETAIL TYPICAL TO 1.

DEMOLITION OF EXISTING CONCRETE AND STEEL FRAMING TO BE COMPLETED IN THE DEMOLITION AREA FOR DETAIL TYPICAL TO 1.

DEMOLITION OF EXISTING CONCRETE AND STEEL FRAMING TO BE COMPLETED IN THE DEMOLITION AREA FOR DETAIL TYPICAL TO 1.

DEMOLITION OF EXISTING CONCRETE AND STEEL FRAMING TO BE COMPLETED IN THE DEMOLITION AREA FOR DETAIL TYPICAL TO 1.



Cervantes Consulting Engineers, LLC



2700 W. Southland Drive, Milwaukee WI 53212  
Phone No. 414 762 5302 Fax No. 414 762 5303  
www.cce.com

DRAWN BY: A. J. J. J.

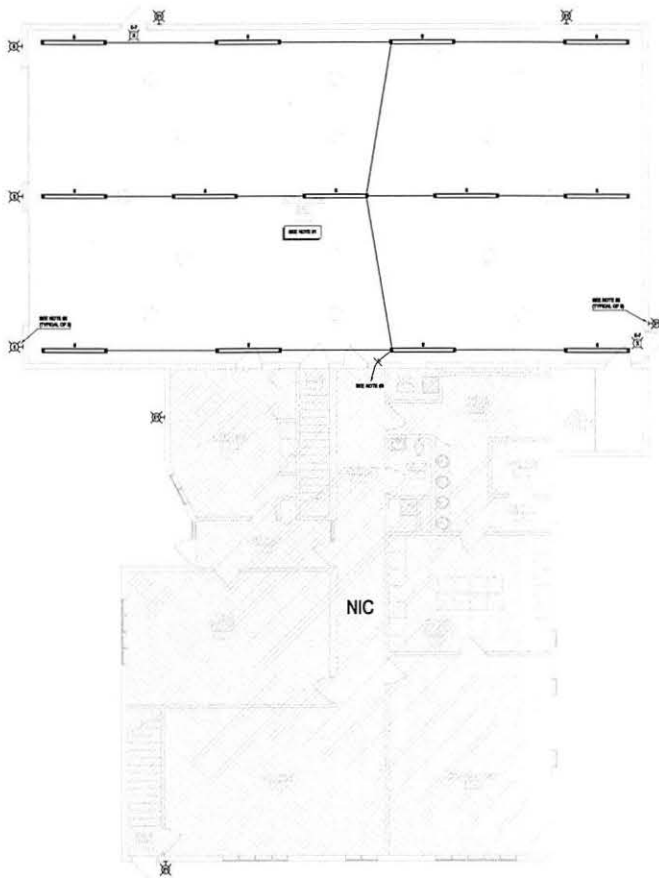
CHECKED BY: C. J. J. J.

M  
104

PROJ. NO. 2017-30







**LIGHTING PLAN**  
SCALE: 1/8" = 1'-0"

- NOTES:**
- E.G. TO DISCONNECT AND REMOVE ALL EXISTING LIGHTING IN THE ATTACHED BAY. PROVIDE NEW LIGHTING AS SHOWN.
  - E.G. TO DISCONNECT AND REMOVE EXISTING EXTERIOR LIGHT FIXTURES. PROVIDE NEW FIXTURES IN EXACT SAME LOCATION AS EXISTING FIXTURES AS CALLED OUT IN FIXTURE SCHEDULE ON SHEET 102. REMOVE EXISTING CIRCUIT AS SHOWN.
  - REMOVE EXISTING LIGHTING CIRCUIT AS SHOWN.
  - REVISION: THIS LIGHT FIXTURES ARE TO BE INSTALLED WITH INCANDESCENT BULBS UNLESS NOTED TO BE DIFFERENT. E.G. TO ALLUAT REVISIONS TO THE PLAN TO BE MADE BY THE ARCHITECT. THE ARCHITECT'S RESPONSIBILITY IS TO VERIFY THE CORRECTNESS OF ALL INFORMATION PROVIDED. THE ARCHITECT'S RESPONSIBILITY IS TO VERIFY THE CORRECTNESS OF ALL INFORMATION PROVIDED.



REVISIONS:

REVISIONS:

PROJECT NO. 17045  
SHEBOYGAN FIRE STATION #2  
SHEBOYGAN, WISCONSIN  
11334 WISCONSIN AVENUE, SUITE 100, SHEBOYGAN, WI 53081  
800.747.4444

DRAWN BY: S.M.R.  
CHECKED BY: D.B.K.  
**E**  
**101**  
PROJ. NO. 17045



10/15/18  
**KORNACKI & ASSOCIATES, INC.**  
ARCHITECTS & ENGINEERS  
11334 WISCONSIN AVENUE, SUITE 100, SHEBOYGAN, WI 53081  
800.747.4444









ATTACHMENT 2

**CITY OF SHEBOYGAN**  
**Fire Station # 2**  
**Bid # 1978-20-2**  
**Roof Reconstruction and Replacement**  
**REBID Submission Form**

TO: City of Sheboygan

By signing below, we certify that we have read and understand all of the specifications and requirements associated with the complete replacement of the roof structure and related mechanical work at Sheboygan Fire Station # 2, 2413 South 18<sup>th</sup> Street, Sheboygan WI 53081 and as such wish to enter a lump sum, all-inclusive bid for the project as stated below:

**BASE BID**

\$ 315,500.00

As surety, we also are enclosing a bid bond or Cashier's check in the amount of \$ bid bond which represents not less than 5% of the total BASE BID to ensure that if awarded the project, we will proceed to execution of the contract for the work.

**ALTERNATE # 1**

At the sole discretion of the City of Sheboygan, we will furnish and install (19) light tubes into the structure as shown in the plans at a cost of:

\$ 23,500.00

In addition, prior to the start of any work, we will provide to the City of Sheboygan a Performance and Payment bond with a face value equal to 100% of the Total All Inclusive cost of the project.

**SUBCONTRACTORS**

It is our intent to sub- contract with the following firms for provision of goods and services as detailed Below

Company Name	City	Trade or Division of work
Dean's Electric	Sheboygan	Electrical
Manitowoc Heating	Manitowoc	HVAC
Showcase Painting	Sheboygan	Drywall/Paint
Custom Craft	Oostburg	Roofing
Badger Environmental	Green Bay	Asbestos Abatement

RECEIPT OF ADDENDA

We acknowledge receipt of

Addendum # 1 Dated April, 24, 2020

Addendum # 2 Dated \_\_\_\_\_, \_\_\_\_\_, 2020

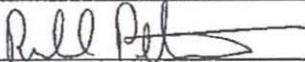
Finally, Should we be awarded the contract, we would mobilize within 21 Days of contract signing, work continuously once on site and expect to complete the project in its entirety no later than October 2, 2020

Company Name Mike Koenig Construction Co., Inc.

Address 3502 Behrens Parkway city Sheboygan State WI Zip 53081

Phone 920-457-0923 Fax 920-457-1024 Email richardp@mikekoenigconstruction.com

Name Richard Peterson Title Project Manager

Signed  Date April 28, 2020

# Fidelity and Deposit Company of Maryland

## BID BOND

KNOW ALL MEN BY THESE PRESENTS that we **Mike Koenig Construction Company, Inc.**  
3502 Behrens Parkway  
Sheboygan, WI 53081

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, hereinafter called Surety, are held and firmly bound unto

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

as Obligeo, hereinafter called Obligeo, in the sum of **Five Percent (5%) of Principal's Bid** Dollars ( ) or ( **5** %) percent of the amount bid, whichever is less,

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

**Sheboygan Fire Department #2 Roof Reconstruction & Replacement**

NOW, THEREFORE, if the Obligeo shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligeo in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligeo the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligeo 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.

Signed and sealed this **8th** day of **April**, 20**20**

Sandra J. Welch  
(Witness)

Kelly School  
(Witness)

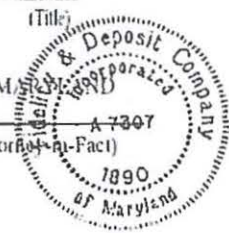
**Mike Koenig Construction Company, Inc.**

(Principal) \_\_\_\_\_ (Seal)  
By: PAES OR COZ

(Title)

THE FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
By: Jason A. Brantz

Jason A. Brantz, (Attorney-in-Fact)



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Randy L. BREHMER, Terence R. GESZVAIN, Jason A. BRAATZ, Chris BREHMER, Cynthia J. BREHMER, Linda A. PUPP and Melissa BABIAK, all of Butler, Wisconsin, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of March, A.D. 2020.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray  
Vice President

By: Dawn E. Brown  
Secretary

State of Maryland  
County of Baltimore

On this 18th day of March, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written



*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of April, 2020.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

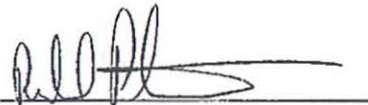
TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reports@zurichna.com](mailto:www.reports@zurichna.com)  
800-626-4577

## ATTACHMENT 2 NON-Collusion Certification

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in case of a joint bidder, each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and behalf:

- 1) The prices in this bid have been 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) Unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or competitor; and,
- 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

Signature 

Name Richard Peterson

Title Project Manager

Date Signed April 28, 2020

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
MIKE KOENIG CONSTRUCTION CO., INC.**

**REGARDING ROOF RECONSTRUCTION  
AT  
SHEBOYGAN FIRE STATION NUMBER 2**

This Agreement ("Agreement") is made and entered into effective this 26<sup>th</sup> day of MAY, 2020 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Mike Koenig Construction Co., Inc. ("Mike Koenig Construction").

**WITNESSETH:**

WHEREAS, the City is the owner of Fire Station Number 2, located at 2413 S. 18<sup>th</sup> Street in Sheboygan, Wisconsin ("Fire Station #2"); and

WHEREAS, the City wishes to have the roof at Fire Station #2 replaced; and

WHEREAS, the City issued Request for Bids # 1978-20-2 to obtain bids from qualified providers of the materials and services needed to complete the roof replacement at Fire Station #2 ("Services"); and

WHEREAS, the City has opened the bids, and determined that the bid from Mike Koenig Construction ("Bid") is the lowest responsive and responsible bid for the Services; and

WHEREAS, a copy of the Bid is attached to this Agreement and incorporated herein by reference; and

WHEREAS, Mike Koenig Construction desires to provide the City with the necessary Services under the terms set forth in this Agreement.

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

**Article 1. Scope of Services**

Mike Koenig Construction shall provide everything necessary—including, but not limited to, materials, labor, equipment, licenses, permits<sup>1</sup>, bonds, and travel expenses—to remove and properly dispose of the existing Flat Roof/Mansard Roof system (including its structural components) and related mechanical systems and to install a truss based pitched roof system and roofing materials and properly replace all related mechanical systems affected by the project at Fire Station #2.

The Alternate identified in Request for Bids # 1978-20-2 is not included in the Scope of Services.

All materials provided in order to complete the Services pursuant to this Agreement shall be new, newest model year, and free from defects.

The nature of the Services are described more fully in the Construction Plans prepared by Abacus Architects, which are attached to this Resolution as Exhibit 1.

As part of the Services, Mike Koenig Construction shall do the following:

Protection of Existing Facilities: Mike Koenig Construction shall be responsible for the protection of all facilities, equipment, and related portions of the structure that are not part of the project within the building which will or have the potential to be adversely impacted during the work.

Service Interruptions: Mike Koenig Construction is responsible for coordinating any needed interruptions in services at Fire Station #2. Any interruptions shall be planned in advance with Fire Department Staff and the City's designated project manager.

Special Considerations:

*Rooftop HVAC Unit:* The Construction Plans call for the rooftop HVAC Unit to be relocated to the ground. Due to a near failure of the unit in the fall of 2019, the unit required replacement. Instead of a one-for-one replacement, the City instead opted for a basement located HVAC system with outdoor condenser. The roof opening was properly capped to a weather-tight condition; however that relocation required a rooftop fresh air intake. This fresh air intake will need to be extended once the new roof is installed. To assure compliance with State of Wisconsin approvals for the system, the Installing Contractor—Schaus Roofing and Mechanical Inc.—will provide this extension under this Agreement as a subcontractor to Mike Koenig Construction.

*Vehicle Exhaust Venting:* The system used to vent vehicle exhaust, including automatic disconnection from the vehicle tailpipes during an emergency response is manufactured by a company called Plymovent. While the existing hardware is considered obsolete, there are still systems of similar vintage in use at other Fire Stations in the City. The City would like to retain several of the components for re-use. Care should be taken during the removal of

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<sup>1</sup> Mike Koenig Construction shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

these components, as specified in the Construction Plans. Hastings Air Energy Control, Inc. will install new vehicle exhaust venting under this Agreement as a subcontractor to Mike Koenig Construction.

*Gas Fired Unit Heaters:* The Construction Plans call for three gas fired unit heaters to be re-used. Since these units are quite old, the City would like to replace the units with new, sealed combustion units. The provision and installation of these units, including new concentric stacks and new thermostat controls, is to be done as part of this Agreement. The heaters will be a Sterling SF Series heater, a Modine PTS Series heater, a Lennox TUA Series heater, or another approved equivalent heater.

Planning of Work: Mike Koenig Construction shall plan all work in advance of mobilization.

Final Cleanup: Before leaving the work area, Mike Koenig Construction will assure that all materials created during the work have been removed and cleaned up, and that the area is left in a condition similar to when Mike Koenig Construction mobilized on-site. Mike Koenig Construction is expected to maintain the work area in a neat and safe manner at all times during the performance of the Services.

Final Inspection: Mike Koenig Construction shall arrange a final inspection with City Staff and address any and all defects to the satisfaction of the City prior to submission of a final invoice for payment.

#### **Article 2. Standard of Care**

Mike Koenig Construction 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 shall be the sole judge of the adequacy of Mike Koenig Construction's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Mike Koenig Construction's performance. Upon notice to Mike Koenig Construction and by mutual agreement between the parties, Mike Koenig Construction will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

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

#### **Article 3. Responsibilities of the City**

The City designates Bernie Ramer as its designated project manager for purposes of this Agreement. If the City's designated project manager deems it appropriate, the City's designated project manager may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

**Article 4. Compensation**

The City shall pay Mike Koenig Construction for all fees and expenses an amount not to exceed \$315,500. Invoices shall be sent via first class mail postage prepaid. Payment will be remitted to Mike Koenig Construction within forty-five (45) days of receipt of invoice. Mike Koenig Construction shall submit an invoice to the City on a monthly basis and shall be based on the percentage of the Services described in Article 1 complete. The invoice shall be sent to:

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

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

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

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

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

Partial payment made under this Agreement is not evidence of the proper performance by Mike Koenig Construction 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**

Mike Koenig Construction shall, within fifteen (15) days of the approval of this Agreement by the Common Council of 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 Mike Koenig Construction to perform the work in a timely or satisfactory fashion may result in forfeiture of Mike Koenig Construction's Performance Bond.

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

**Article 7. Schedule**

Mike Koenig Construction shall commence work pursuant to this Agreement within twenty-one (21) days of this Agreement being approved by the Common Council of the City of Sheboygan. Mike Koenig Construction shall continue the prosecution of the Services as quickly as is practicable until the Services are completed. Mike Koenig Construction shall complete the services by October 2, 2020, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's designated project manager shall have the authority to consent to an extension of the Deadline.

**Article 8. Liquidated Damages**

In the event that Mike Koenig Construction does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Mike Koenig Construction, 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 Mike Koenig Construction 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.

Permitting Mike Koenig Construction to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

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

Mike Koenig Construction guarantees that the workmanship to complete the Services provided under this Agreement for a period of not less than three (3) years after final acceptance by the City. This guarantee shall cover the replacement of any and all parts and labor to replace any and all parts made necessary by normal usage and wear.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City. The approval by the City of alternate material or equipment as being equivalent to that specified shall not in any way relieve Mike Koenig Construction 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 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.

Mike Koenig Construction shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Mike Koenig Construction shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local. Mike Koenig Construction's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

**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. Mike Koenig Construction 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 Mike Koenig Construction 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 Mike Koenig Construction. Mike Koenig Construction shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Mike Koenig Construction 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 Mike Koenig Construction's compensation and the schedule of services.

If Mike Koenig Construction defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, fifteen (15) days after written notice has been delivered to Mike Koenig Construction, 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 Mike Koenig Construction. 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 Mike Koenig Construction, 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 Mike Koenig Construction) shall be less than the sum which would have been payable under the Agreement if it had been completed by Mike Koenig Construction, Mike Koenig Construction shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Mike Koenig Construction 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 Mike Koenig Construction or its surety for failure to complete the work in the time specified.

#### **Article 13. Default**

If Mike Koenig Construction 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 insure 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, Mike Koenig Construction breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Mike Koenig Construction a written notice of default. If Mike Koenig Construction, within a period of fifteen (15) 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 Mike Koenig Construction, as set forth in this Agreement.

#### **Article 14. Identity of Mike Koenig Construction**

Mike Koenig Construction acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Mike Koenig Construction. Mike Koenig Construction thus agrees that the Services to be performed pursuant to this Agreement

shall be performed by Mike Koenig Construction. Mike Koenig Construction shall not subcontract any part of the Services without the prior written permission of the City. The City's designated project manager shall have the ability to provide this written permission. The City reserves the right to reject any of the Mike Koenig Construction'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, Mike Koenig Construction 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. Mike Koenig Construction 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**

Mike Koenig Construction 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 Mike Koenig Construction.

As such, Mike Koenig Construction shall indemnify and defend the City—including its Officials, Agents, and Employees—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.

Mike Koenig Construction 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, Mike Koenig Construction shall further hold harmless the City, its Officials, Agents, and Employees from liability or claims for any injuries to or death of Mike Koenig Construction'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 indemnify the City for 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**

Mike Koenig Construction shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Mike Koenig Construction 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, Mike Koenig Construction shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the Purchasing Agent listing the City of Sheboygan as an additional insured:

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

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

City of Sheboygan, Wisconsin  
Bernard Rammer – Purchasing Agent  
828 Center Ave., Suite 110  
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

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

**Article 18. Conflict of Interest**

Mike Koenig Construction 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. Mike Koenig Construction 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 Mike Koenig Construction shall assign any rights or duties under this Agreement without the prior written consent of the other party.

**Article 22. Third Party Rights**

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

**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, Mike Koenig Construction 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. Mike Koenig Construction further agrees to take affirmative action to ensure equal employment opportunities.

**Article 25. Compliance with Laws**

In performing the Services under this Agreement, Mike Koenig Construction shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Mike Koenig Construction 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.

Mike Koenig Construction 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:** **Mike Koenig Construction:**

City Clerk	Michael R. Koenig
City of Sheboygan	Mike Koenig Construction Co., Inc.
828 Center Ave.	3502 Behrens Parkway
Sheboygan, Wisconsin 53083	Sheboygan, Wisconsin 53081

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

**Article 27. Intent to be Bound**

The City and Mike Koenig Construction 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. Notice of Award

4. The Request for Bids (including all attachments)
5. All Addenda to the Request for Bids
6. Mike Koenig Construction's Bid Response (including the Items to be Attached)
7. All Other Submittals by Mike Koenig Construction
8. The Performance and Payment Bonds

(collectively "the Contract").

This Contract is the entire and integrated agreement between the City and Mike Koenig Construction 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 Mike Koenig Construction, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Mike Koenig Construction 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**

Mike Koenig Construction 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.

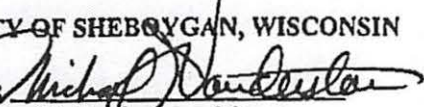
**Article 31. Other Provisions**

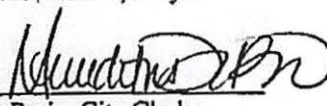
1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Mike Koenig Construction shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with 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. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.

3. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. **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.
5. **Definitions.**
  - a. **Final Acceptance:** The event that occurs when Mike Koenig Construction issues to the City or the City issues to Mike Koenig Construction a written statement that Mike Koenig Construction has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.
  - b. **Final Inspection:** The inspection conducted by the City to determine what work must still be completed by Mike Koenig Construction in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Mike Koenig Construction with a Punch List that Mike Koenig Construction must complete in order for Completion of the Services to occur.
  - c. **Final Payment:** Payment by the City to Mike Koenig Construction after Completion of the Services the result of which is Mike Koenig Construction receiving all payments due under the terms of the Agreement for performing and completing the Services.

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

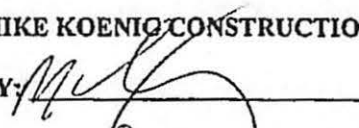
CITY OF SHEBOYGAN, WISCONSIN

BY:   
Michael J. Vandersteen, Mayor

ATTEST:   
Meredith DeBruin, City Clerk

DATE: 5/26/2020

MIKE KOENIG CONSTRUCTION

BY: 

ATTEST: 

DATE: 5/21/20

ATTACHMENT 2

CITY OF SHEBOYGAN  
Fire Station # 2  
Bid # 1978-20-2  
Roof Reconstruction and Replacement  
REBID Submission Form

TO: City of Sheboygan

By signing below, we certify that we have read and understand all of the specifications and requirements associated with the complete replacement of the roof structure and related mechanical work at Sheboygan Fire Station # 2, 2413 South 18<sup>th</sup> Street, Sheboygan WI 53081 and as such wish to enter a lump sum, all-inclusive bid for the project as stated below:

BASE BID

\$ 315,500.00

As surety, we also are enclosing a bid bond or Cashier's check in the amount of \$ bid bond which represents not less than 5% of the total BASE BID to ensure that if awarded the project, we will proceed to execution of the contract for the work.

ALTERNATE # 1

At the sole discretion of the City of Sheboygan, we will furnish and install (19) light tubes into the structure as shown in the plans at a cost of:

\$ 23,500.00

In addition, prior to the start of any work, we will provide to the City of Sheboygan a Performance and Payment bond with a face value equal to 100% of the Total All Inclusive cost of the project.

SUBCONTRACTORS

It is our intent to sub- contract with the following firms for provision of goods and services as detailed Below

Company Name	City	Trade or Division of work
Dean's Electric	Sheboygan	Electrical
Manitowoc Heating	Manitowoc	HVAC
Showcase Painting	Sheboygan	Drywall/Paint
Custom Craft	Oostburg	Roofing
Badger Environmental	Green Bay	Asbestos Abatement

RECEIPT OF ADDENDA

We acknowledge receipt of

Addendum # 1 Dated April, 24, 2020

Addendum # 2 Dated \_\_\_\_\_, \_\_\_\_\_, 2020

Finally, Should we be awarded the contract, we would mobilize within 21 Days of contract signing, work continuously once on site and expect to complete the project in its entirety no later than October 2, 2020

Company Name Mike Koenig Construction Co., Inc.

Address 3502 Behrens Parkway city Sheboygan state WI zip 53081

Phone 920-457-0923 Fax 920-457-1024 Email richardp@mikekoenigconstruction.com

Name Richard Peterson Title Project Manager

Signed  Date April 28, 2020

# Fidelity and Deposit Company of Maryland

## BID BOND

KNOW ALL MEN BY THESE PRESENTS that we **Mike Koenig Construction Company, Inc.**  
3502 Behrens Parkway  
Sheboygan, WI 53081

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, hereinafter called Surety, are held and firmly bound unto

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

as Obligor, hereinafter called Obligor, in the sum of **Five Percent (5%) of Principal's Bid**  
Dollars ( ) or ( 5 %) percent of the amount bid, whichever is less.

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

**Sheboygan Fire Department #2 Roof Reconstruction & Replacement**

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor 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.

Signed and sealed this 8th day of April, 2020

*Sandra Incel*  
(Witness)

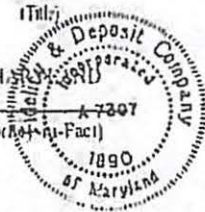
*Kelly School*  
(Witness)

Mike Koenig Construction Company, Inc.

(Principal)  
By: *PAUL COZ* (Seal)

THE FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Jason A. Beutz* (Attorney-in-Fact)



ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Randy L. BREHMER, Terence R. GESZVAJN, Jason A. BRAATZ, Chris BREHMER, Cynthia J. BREHMER, Linda A. PUPP and Melissa BABIAK, all of Butler, Wisconsin, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of March, A.D. 2020.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray  
Vice President

By: Dawn E. Brown  
Secretary

State of Maryland  
County of Baltimore

On this 18th day of March, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposes and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seal and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto, and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December, 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 27th day of April, 2003.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsclaims@zurichna.com](http://www.reportsclaims@zurichna.com)  
800-626-4577

ATTACHMENT 2 NON-Collusion Certification

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in case of a joint bidder, each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- 1) The prices in this bid have been 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) Unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or competitor; and.
- 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

Signature 

Name Richard Peterson

Title Project Manager

Date Signed April 28, 2020

III

4.10

Res. No. 19-20-21. By Alderpersons Sorenson and Dekker.  
May 4, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Mike Koenig Construction, Inc. to replace the roof at Sheboygan Fire Department Station #2.

WHEREAS, the 2020 Capital Improvements Budget contemplates the replacement of the roof at Sheboygan Fire Department Station #2; and

WHEREAS, City Staff has obtained and reviewed competitive bids for the roof replacement, and has determined that the low bid, submitted by Mike Koenig Construction Co., Inc. of Sheboygan, Wisconsin, meets all of the requirements from the bid documents and is within the amount budgeted; and

WHEREAS, the Common Council of the City of Sheboygan believes that it is in the best interest of the City to award a contract to Mike Koenig Construction Co., Inc. for the roof replacement.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into a contract with Mike Koenig Construction Co., Inc., a copy of which is attached hereto and incorporated herein, for the roof replacement at Sheboygan Fire Department Station #2.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$315,500.00 from 2020 Capital Improvements Fund - Fire - Building Improvement Account No. 47822100-621200 for the roof replacement.

*RR/PS  
adopt*

\_\_\_\_\_  
*Dean Dekker*  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20 . \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20 . \_\_\_\_\_, Mayor

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. May 18, 2020.

Your Committee to whom was referred Res. No. 20-20-21 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to execute the Second Amendment to the Operating Agreement between the City of Sheboygan and Power Pubs, LLC regarding the Sheboygan Biergarten in Kiwanis Park; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III


4.11

Res. No. 20 - 20 - 21. By Alderpersons Wolf and Sorenson.  
May 4, 2020.

A RESOLUTION authorizing the appropriate City officials to execute the Second Amendment to the Operating Agreement between the City of Sheboygan and Power Pubs, LLC regarding the Sheboygan Biergarten in Kiwanis Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Second Amendment to the Operating Agreement with Power Pubs, LLC, in form substantially similar to the attached.

Public works  
adopt.

  
\_\_\_\_\_  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

SECOND AMENDMENT TO  
OPERATING AGREEMENT BETWEEN  
CITY OF SHEBOYGAN  
AND  
POWER PUBS, LLC

This Second Amendment amends the Operating Agreement between the City of Sheboygan ("City") and Power Pubs, LLC, a Wisconsin Limited Liability Company ("Vendor") ("Agreement"). The Agreement was originally executed on September 3, 2018 and was previously amended on November 22, 2019. Except as specified in this Second Amendment, the Agreement, as previously amended, remains unchanged and in full force and effect.

1. For 2020 and future years of the Agreement, Subsection 3(C) of the Agreement shall be amended to state, in full: "Season. Beginning in 2020, except as specifically provided in this Agreement, Vendor shall provide these services at least five hours per day between 10:00 a.m. and 10:00 p.m. (weather permitting) at least three days per week, beginning no later than June 1 and ending no earlier than September 30. The precise hours are to be determined by Vendor in Vendor's sole discretion, but shall in no case include hours between 10:00 p.m. and 10:00 a.m. Vendor is not required to provide these services on Independence Day."
2. The Parties note that this Second Amendment is being entered into during a State of Emergency, in which certain public gatherings have been limited. If the beginning of the 2020 Season is delayed by the State of Emergency, the Director of Public Works and Vendor may agree on an acceptable start date to the 2020 Season, which could include the decision for Vendor not to open for the 2020 Season.
3. Subsection 3(G) of the Agreement shall be amended to state, in full: "Utilities. The City shall supply water, electricity, sewer and trash removal/recycling services in the same manner as currently provided at the Premises, and will not reduce the scope or amount of said services. Vendor shall pay the sum of \$25 per day in which Vendor operates (not to exceed \$300 per month) for all such utilities and trash/recycling haul away. This amount shall be due to the City on a monthly basis, by the 15<sup>th</sup> day of the next month. Failure to pay this amount by the due date will result in a late penalty of \$50. Failure to pay this amount in full, plus any accrued penalties, within ten days of the due date will constitute a default under Section 27 of this Agreement. Vendor agrees that, on days in which it operates, it shall collect trash and recycling from separate garbage and recycling bins and take it to City dumpsters within Kiwanis Park. Vendor shall at no time commingle trash and recycling. The City shall haul trash and recycling from city dumpsters."





SECOND AMENDMENT TO  
OPERATING AGREEMENT BETWEEN  
CITY OF SHEBOYGAN  
AND  
POWER PUBS, LLC

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Florida  
STATE OF WISCONSIN )  
Collier ) ss  
~~MILWAUKEE COUNTY )~~

Personally came before me this 29 day of June, 2020, the above-named John L. Powers, sole member of Power Pubs, LLC, a Wisconsin limited liability company to me known to be the person who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin  
My Commission expires: 3-19-2022

This document authorized by and in accordance with Res. No. 20-20-21

**IX**

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. May 18, 2020.

Your Committee to whom was referred Gen. Ord. No. 2-20-21 by Alderpersons Wolf and Sorenson authorizing placement of a stop sign at the southeast corner of North Point Drive and Broughton Drive; recommends adopting the Ordinance.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

~~X~~

6.1

Gen. Ord. No. 2 - 20 - 21. By Alderpersons Wolf and Sorenson.  
May 4, 2020.

AN ORDINANCE authorizing placement of a stop sign at the southeast corner of North Point Drive and Broughton Drive.

WHEREAS, upon completion of construction resulting in a realignment of the intersection of North Point Drive, Broughton Drive, Lincoln Avenue, and Barrett Street, North Point Drive will now intersect with Broughton Drive just east of the intersections of Broughton Drive, Lincoln Avenue, and Barrett Street; and

WHEREAS, completion of said construction will occur prior to final approval of this ordinance, but a temporary stop sign will be installed at the intersection pursuant to police powers; and

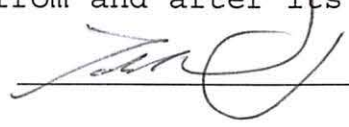
WHEREAS, given the realignment, it seems appropriate to control the intersection with a stop sign.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be posted requiring northbound traffic on North Point Drive to stop at the intersection of North Point Drive and Broughton Drive.

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. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

  
\_\_\_\_\_

PKS  
adopt

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

IX

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. May 18, 2020.

Your Committee to whom was referred Gen. Ord. No. 3-20-21 by Alderpersons Wolf and Sorenson creating a no parking zone Wednesday and Thursday from 7:00 a.m. to 5:00 p.m. on the west side of North 9<sup>th</sup> Street between Ontario Avenue and Erie Avenue; recommends adopting the Ordinance.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

~~II~~

62

Gen. Ord. No. 3 - 20 - 21. By Alderpersons Wolf and Sorenson.  
May 4, 2020.

AN ORDINANCE creating a no parking zone Wednesday and Thursday from 7:00 a.m. to 5:00 p.m. on the west side of North 9th Street between Ontario Avenue and Erie Avenue.


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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the west side of North 9th Street from 35 feet north of the north curb line of Ontario Avenue to 220 feet north of the north curb line of Ontario Avenue is hereby added to the list of locations where parking is not permitted between 7:00 a.m. and 5:00 p.m. on Wednesdays and Thursdays.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PW  
adopt.

  
\_\_\_\_\_  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY PLAN COMMISSION. May 18, 2020.

Your Commission to whom was referred DIRECT REFERRAL Res No. 21-20-21 approving the Capital Improvements Program as recommended by the Capital Improvements Commission for the program period of 2021-2025 and adopting the program for implementation; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 12, 2020, and after due consideration, recommends adopting the Resolution.

---

City Plan Commission

III

DIRECT REFERRAL TO CITY PLAN COMMISSION.

Res. No. 21 - 20 - 21. By Alderpersons Sorenson and Mitchell.  
May 12, 2020.

A RESOLUTION approving the Capital Improvements Program as recommended by the Capital Improvements Commission for the program period of 2021-2025 and adopting the program for implementation.

WHEREAS, the Common Council approved Res. No. 144-16-17 on December 19, 2016 adopting the 2017-2021 Strategic Plan which established the city's mission to provide fiscally-responsible municipal services in an effective and responsive manner, with a vision to be a family-oriented and prosperous community with a wide-variety of housing, business, cultural and recreational opportunities in safe and attractive neighborhoods. The Strategic Plan developed the following focus areas to advance the mission and vision: Quality of Life, Infrastructure and Public Facilities, Economic Development, Neighborhood Revitalization, Governing and Fiscal Management, and Communication; and

WHEREAS, from January 20 to February 23, 2020 the residents of Sheboygan provided direction to elected officials and city leadership in the form of the 2020 Community Survey. The survey results indicated areas of interest in which to direct the city's resources for future improvements; and

WHEREAS, the Capital Improvements Commission convened on April 27, 2020 and May 4, 2020 to review and recommend approval of the 2021-2025 Capital Improvements Program in light of the Strategic Plan and the Community Survey.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby adopts the 2021-2025 Capital Improvements Program (copy attached) for implementation.

\_\_\_\_\_  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

2021 - 2025 Capital Improvement Program List

Color / Abbreviation Key:							
Yellow - Previously approved in same year							
Blue - Previously approved in a different year							
Orange - Changed from 5/4/2020 Document							
M - Mandatory for 2021 only							
		2021	2022	2023	2024	2025	Total
		<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>
<b>REVENUES</b>							
Property Tax Levy							
Police	1	\$217,000	\$216,000	\$190,000	\$190,000	\$151,000	\$964,000
Street Improvement and Sidewalks	2	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
General Government Projects	3	\$60,000	\$60,000	\$60,000	\$36,000	\$100,000	\$316,000
Fire	4	\$35,000	\$45,000	\$45,000	\$35,000	\$22,000	\$182,000
Park, Forest and Open Space Fund	5	\$110,000	\$110,000	\$110,000	\$110,000	\$110,000	\$550,000
Park Impact Fee Fund	7	\$50,000	\$65,000	\$50,000	\$50,000	\$50,000	\$265,000
Vehicle / Land Sales	8	\$95,500	\$135,500	\$131,000	\$116,000	\$83,000	\$561,000
County / State / Federal Grants	9	\$1,999,040	\$3,509,000	\$0	\$955,000	\$2,500,000	\$8,963,040
Other Municipality Contributions (County Sales Tax)	10	\$450,671	\$450,671	\$450,671	\$450,671	\$450,671	\$2,253,355
G. O. Borrowed Funds	11	\$4,241,367	\$3,810,107	\$4,070,329	\$4,067,329	\$4,241,329	\$20,430,461
Other Borrowed Funds	12	\$7,896,400	\$7,671,400	\$11,921,400	\$16,925,000	\$0	\$44,414,200
Donations	13	\$0	\$0	\$0	\$0	\$835,000	\$835,000
User Fees	14	\$19,925,000	\$5,247,000	\$4,318,000	\$5,469,000	\$4,737,000	\$39,696,000
Special Assessment	15	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Vehicle Registration Fee	16	\$745,000	\$745,000	\$745,000	\$745,000	\$745,000	\$3,725,000
Other/CDBG	17	\$0	\$0	\$0	\$0	\$0	\$0
Fund Balance	18	\$510,000	\$677,000	\$340,000	\$945,000	\$285,000	\$2,757,000
<b>TOTAL REVENUE</b>		<b>\$36,934,978</b>	<b>\$23,341,678</b>	<b>\$23,031,400</b>	<b>\$30,694,000</b>	<b>\$14,910,000</b>	<b>\$128,912,056</b>
<b>EXPENDITURES</b>							
City Buildings							
M Municipal Service Building Electrical and Generator Design	11	\$40,000	\$0	\$0	\$0	\$0	\$40,000
M Municipal Service Building Emergency Generator Replacement	11	\$222,000	\$0	\$0	\$0	\$0	\$222,000
Municipal Service Building Main Electrical Panel Update		\$0	11 \$110,000	\$0	\$0	\$0	\$110,000
Municipal Service Building Vehicle Wash Facility Construction		\$0	11 \$150,000	\$0	\$0	\$0	\$150,000

2021 - 2025 Capital Improvement Program List

Color / Abbreviation Key:							
Yellow - Previously approved in same year							
Blue - Previously approved in a different year							
Orange - Changed from 5/4/2020 Document							
M - Mandatory for 2021 only							
	2021	2022	2023	2024	2025	Total	
	Executive	Executive	Executive	Executive	Executive	Executive	
<b>City Buildings - continued</b>							
Municipal Service Building Garage Drain Improvement	\$0	11	\$40,000	\$0	\$0	\$0	\$40,000
ADA Infrastructure Improvements - Citywide Program - Buildings	\$0	11	\$250,000	\$0	\$0	\$0	\$250,000
Municipal Service Building- Engineering Office Windows	\$0		\$0	11	\$100,000	\$0	\$100,000
ADA Infrastructure Improvements - Citywide Program - Buildings	\$0		\$0		\$0	11	\$250,000
MSB - Garage Roof Replacement	\$0		\$0		\$0	3,11	\$1,000,000
<b>Total - City Buildings</b>	<b>\$262,000</b>	<b>\$550,000</b>	<b>\$100,000</b>	<b>\$250,000</b>	<b>\$1,000,000</b>		<b>\$2,162,000</b>
<b>Police</b>							
M Squad Computers	1	\$77,000	\$0	\$0	\$0	\$0	\$77,000
M Marked Vehicle - Sport Utility Vehicle	1,8	\$43,000	\$0	\$0	\$0	\$0	\$43,000
M Unmarked Vehicle - Sport Utility Vehicle	1,8	\$43,000	\$0	\$0	\$0	\$0	\$43,000
M Unmarked Vehicles (2)	1,8	\$80,000	\$0	\$0	\$0	\$0	\$80,000
Marked Vehicle - Sport Utility Vehicles (5)	\$0	1,8	\$225,000	\$0	\$0	\$0	\$225,000
Unmarked Vehicle	\$0	1,8	\$44,000	\$0	\$0	\$0	\$44,000
Marked Vehicles - Sport Utility Vehicles (4)	\$0		\$0	1,8	\$184,000	\$0	\$184,000
Police Range Remediation	\$0		\$0	1,8	\$45,000	\$0	\$45,000
Patrol Wagon	\$0		\$0	1,8	\$50,000	\$0	\$50,000
Marked Vehicles - Sport Utility Vehicles (4)	\$0		\$0		\$0	1,8	\$190,000
Unmarked Vehicle - Sport Utility Vehicle	\$0		\$0		\$0	1,8	\$47,000
Marked Vehicle - Sport Utility Vehicle	\$0		\$0		\$0	1,8	\$48,000
Unmarked Vehicle - Sport Utility Vehicle	\$0		\$0		\$0	1,8	\$48,000
Unmarked Vehicles (3)	\$0		\$0		\$0	1,8	\$90,000
<b>Total - Police</b>	<b>\$243,000</b>	<b>\$269,000</b>	<b>\$279,000</b>	<b>\$237,000</b>	<b>\$186,000</b>		<b>\$1,214,000</b>
<b>Fire</b>							
M Engine	8,11	\$715,000	\$0	\$0	\$0	\$0	\$715,000
M Station 3 - Phase 1 of 3	11	\$195,000	\$0	\$0	\$0	\$0	\$195,000
Extrication Tools	4	\$35,000	\$0	\$0	\$0	\$0	\$35,000
Ambulance	\$0	8,11	\$356,000	\$0	\$0	\$0	\$356,000

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	2021	2022	2023	2024	2025	Total			
	Executive	Executive	Executive	Executive	Executive	Executive	Executive	Executive	Executive
<b>Fire - continued</b>									
Station 3 - Phase 2 of 3	\$0	11	\$200,000	\$0	\$0	\$0	\$200,000		
SCBA Filling Station	\$0	4	\$45,000	\$0	\$0	\$0	\$45,000		
Station 3 - Phase 3 of 3	\$0		\$0	11	\$455,000	\$0	\$455,000		
Ambulance	\$0		\$0	8,11	\$366,000	\$0	\$366,000		
Air Bag System	\$0		\$0	4	\$45,000	\$0	\$45,000		
Ambulance	\$0		\$0		\$0	8,11	\$376,000	\$0	\$376,000
Cardiac Monitors	\$0		\$0		\$0	8,12	\$175,000	\$0	\$175,000
Training Fire Simulator	\$0		\$0		\$0	4	\$35,000	\$0	\$35,000
Rescue Pumper	\$0		\$0		\$0	8,11	\$810,000	\$0	\$810,000
Turnout Gear Rack	\$0		\$0		\$0	4,8	\$22,000	\$0	\$22,000
Training Facility	\$0		\$0		\$0	13	\$835,000		\$835,000
<b>Total - Fire</b>	<b>\$945,000</b>	<b>\$801,000</b>	<b>\$866,000</b>	<b>\$586,000</b>	<b>\$1,667,000</b>		<b>\$4,665,000</b>		
<b>Public Works</b>									
<b>Traffic Control</b>									
LED Street Lighting Upgrade - TID 17	12	\$171,400	\$0	\$0	\$0	\$0	\$171,400		
LED Street Lighting - Citywide	3	\$60,000	\$0	\$0	\$0	\$0	\$60,000		
Traffic Control Upgrade - Citywide	11	\$52,000	\$0	\$0	\$0	\$0	\$52,000		
LED Street Lighting Upgrade - TID 16	\$0	12	\$171,400	\$0	\$0	\$0	\$171,400		
LED Street Lighting Upgrade - Citywide	\$0	3	\$60,000	\$0	\$0	\$0	\$60,000		
Traffic Control Upgrade - Citywide	\$0		\$0	11	\$70,000	\$0	\$70,000		
LED Street Lighting Upgrade - Citywide	\$0		\$0	3,11	\$100,000	\$0	\$100,000		
LED Street Lighting Upgrade - TID 17	\$0		\$0	12	\$171,400	\$0	\$171,400		
Electical Infrastructure Repair - Citywide	\$0		\$0		\$0	11	\$50,000	\$0	\$50,000
LED Street Lighting Upgrade - Citywide	\$0		\$0		\$0	3,11	\$200,000	\$0	\$200,000
LED Street Lighting Upgrade - Blue Harbor	\$0		\$0		\$0	11	\$100,000	\$0	\$100,000
<b>Total - Traffic Control</b>	<b>\$283,400</b>	<b>\$231,400</b>	<b>\$341,400</b>	<b>\$350,000</b>	<b>\$0</b>		<b>\$1,206,200</b>		

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		Executive	Executive	Executive	Executive	Executive	Executive	Executive	Executive	
Streets										
M	Georgia Avenue (South Ninth Street to South 14th Street)	11	\$354,000		\$0		\$0		\$0	\$354,000
M	Washington Avenue (South Business Drive to Taylor Drive)	11,16	\$700,000		\$0		\$0		\$0	\$700,000
M	South Business Drive and Georgia Avenue Intersection	12	\$700,000		\$0		\$0		\$0	\$700,000
M	North Commerce Street - Construction	12	\$2,500,000		\$0		\$0		\$0	\$2,500,000
M	South 10th Street (Indiana Avenue to Union Avenue)	11,16	\$750,000		\$0		\$0		\$0	\$750,000
M	Calumet Drive Panel Replacement (Erie Av to Saemann Av)	11	\$500,000		\$0		\$0		\$0	\$500,000
M	Geele Avenue (North Third Street to Calumet Drive)	2, 10, 11	\$1,000,000		\$0		\$0		\$0	\$1,000,000
	CMAQ-Kohler Memorial Drive-Erie Avenue Traffic Flow Construction	9, 11	\$518,100		\$0		\$0		\$0	\$518,100
	CMAQ-14th Street Traffic Flow Construction	9, 11	\$758,800		\$0		\$0		\$0	\$758,800
	CMAQ-Taylor Drive Traffic Flow Construction	9, 11	\$666,900		\$0		\$0		\$0	\$666,900
M	Storm Water Management Plan	9, 11	\$250,000		\$0		\$0		\$0	\$250,000
M	Sidewalk Repair/Replacement Program (Citywide)	15	\$100,000		\$0		\$0		\$0	\$100,000
	South 12th Street (Greenfield Avenue to Union Avenue)		\$0	10, 11	\$640,000		\$0		\$0	\$640,000
	North Avenue (Calumet Drive to Taylor Drive)		\$0	11	\$850,000		\$0		\$0	\$850,000
	St. Clair Avenue (North Ninth Street to North 14th Street)		\$0	9, 11	\$375,000		\$0		\$0	\$375,000
	Calumet Drive Panel Replacement (Sibley Court to City Limits)		\$0	2	\$500,000		\$0		\$0	\$500,000
	North 25th Street (Kohler Memorial Drive to North Avenue)		\$0	11, 16	\$1,160,000		\$0		\$0	\$1,160,000
	Storm Water Management Plan		\$0	11	\$250,000		\$0		\$0	\$250,000
	Sidewalk Repair/Replacement Program (Citywide)		\$0	15	\$100,000		\$0		\$0	\$100,000
	Indiana Avenue (South 17th Street to South 24th Street)		\$0		\$0	2, 10, 11	\$1,500,000		\$0	\$1,500,000
	Geele Avenue (North 29th Street To North 40th Street)		\$0		\$0	11	\$685,000		\$0	\$685,000
	Lakeshore Drive (Mead Avenue to Rail Road Tracks)		\$0		\$0	11	\$740,000		\$0	\$740,000
	South 18th Street (Mead Avenue to Washington Avenue)		\$0		\$0	11, 16	\$760,000		\$0	\$760,000
	Storm Water Management Plan		\$0		\$0	11	\$250,000		\$0	\$250,000
	Sidewalk Repair/Replacement Program (Citywide)		\$0		\$0	15	\$100,000		\$0	\$100,000
	Wilson Avenue (Lakeshore Drive to South Business Drive)		\$0		\$0	10, 11, 16	\$1,450,000		\$0	\$1,450,000
	Weeden Creek Road (South 12th Street-South Business Drive)		\$0		\$0	11	\$1,000,000		\$0	\$1,000,000
	North 15th Street Design (Calumet Drive to Mayflower Avenue)		\$0		\$0	9, 11	\$500,000		\$0	\$500,000
	Erie Avenue (North 19th Street to Taylor Drive)		\$0		\$0	11	\$500,000		\$0	\$500,000
	New Jersey Avenue (South 13th Street to Wildwood Drive)		\$0		\$0	2, 9, 11	\$1,000,000		\$0	\$1,000,000

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<b>Streets - continued</b>							
Storm Water Management Plan	\$0	\$0	\$0	11	\$250,000	\$0	\$250,000
Sidewalk Repair/Replacement Program (Citywide)	\$0	\$0	\$0	15	\$100,000	\$0	\$100,000
North 15th Street (Calumet Drive to Mayflower Avenue)	\$0	\$0	\$0	\$0	10,11,16	\$5,500,000	\$5,500,000
North Point Intersection - Barrett Av / Lincoln Av / Broughton Dr	\$0	\$0	\$0	\$0	11	\$250,000	\$250,000
Storm Water Management Plan	\$0	\$0	\$0	\$0	11	\$250,000	\$250,000
Sidewalk Repair/Replacement Program (Citywide)	\$0	\$0	\$0	\$0	15	\$100,000	\$100,000
<b>Total - Streets</b>	<b>\$8,797,800</b>	<b>\$3,875,000</b>	<b>\$4,035,000</b>	<b>\$4,800,000</b>	<b>\$6,100,000</b>		<b>\$27,607,800</b>
<b>Parks and Forestry</b>							
M Urban Forestry Management	5,11	\$210,000	\$0	\$0	\$0	\$0	\$210,000
Playground Renovations - End Park	11	\$50,000	\$0	\$0	\$0	\$0	\$50,000
Maywood Environmental Center Repairs	11	\$25,000	\$0	\$0	\$0	\$0	\$25,000
Wemer Subdivision - Grading / Parkways	7	\$50,000	\$0	\$0	\$0	\$0	\$50,000
M ADA Infrastructure Improvements - Citywide Program - Parks	11	\$250,000	\$0	\$0	\$0	\$0	\$250,000
Urban Forestry Management Plan	\$0	5,11	\$210,000	\$0	\$0	\$0	\$210,000
Vollrath Park - Bowl Lighting Replacement	\$0	11	\$30,000	\$0	\$0	\$0	\$30,000
Playground Renovations - Deland Beach	\$0	7,11	\$75,000	\$0	\$0	\$0	\$75,000
Evergreen Park Area 3 - New Open Shelter	\$0	7	\$50,000	\$0	\$0	\$0	\$50,000
Urban Forestry Management Plan	\$0	\$0	5,11	\$210,000	\$0	\$0	\$210,000
Cleveland Park - Splash Pad	\$0	\$0	7,11	\$200,000	\$0	\$0	\$200,000
ADA Infrastructure Improvements - Citywide Program - Parks	\$0	\$0	11	\$250,000	\$0	\$0	\$250,000
Urban Forestry Management Plan	\$0	\$0	\$0	5,11	\$210,000	\$0	\$210,000
Playground Renovations - Deland Park	\$0	\$0	\$0	11	\$50,000	\$0	\$50,000
Veterans Park - Tennis Court Resurfacing	\$0	\$0	\$0	7,11	\$100,000	\$0	\$100,000
Urban Forestry Management Plan	\$0	\$0	\$0	\$0	5,11	\$210,000	\$210,000
Playground Renovations - Free Standing Items	\$0	\$0	\$0	\$0	11	\$50,000	\$50,000
Maywood Environmental Center Improvements	\$0	\$0	\$0	\$0	14	\$25,000	\$25,000
Quarry Park Master Plan Improvements	\$0	\$0	\$0	\$0	7,11	\$100,000	\$100,000
ADA Infrastructure Improvements - Citywide Program - Parks	\$0	\$0	\$0	\$0	11	\$250,000	\$250,000
<b>Total - Parks and Forestry</b>	<b>\$585,000</b>	<b>\$365,000</b>	<b>\$660,000</b>	<b>\$360,000</b>	<b>\$635,000</b>		<b>\$2,605,000</b>
<b>Total - Public Works</b>	<b>\$9,666,200</b>	<b>\$4,471,400</b>	<b>\$5,036,400</b>	<b>\$5,510,000</b>	<b>\$6,735,000</b>		<b>\$31,419,000</b>

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		Executive	Executive	Executive	Executive	Executive	Executive
<b>City Development</b>							
Indiana Avenue Trail Project - Phase 1	12	\$875,000	\$0	\$0	\$0	\$0	\$875,000
South Pier Street Expansion	12	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
Indiana Avenue Streetscape Improvements-Phase 1	12	\$750,000	\$0	\$0	\$0	\$0	\$750,000
Sheboygan River-West Side Boardwalk-Design	12	\$50,000	\$0	\$0	\$0	\$0	\$50,000
Indiana Avenue Trail Project - Phase 2		\$0	12	\$250,000	\$0	\$0	\$250,000
Indiana Avenue Streetscape Improvements-Phase 2		\$0	12	\$750,000	\$0	\$0	\$750,000
Pennsylvania Avenue - Streetscape Improvements		\$0	12	\$1,500,000	\$0	\$0	\$1,500,000
Sheboygan River-West Side Boardwalk - Construction		\$0	12	\$1,000,000	\$0	\$0	\$1,000,000
<b>City Development - continued</b>							
Indiana Avenue Trail Project - Phase 3		\$0	\$0	\$0	9,12	\$2,250,000	\$2,250,000
<b>Total - City Development</b>		<b>\$2,675,000</b>	<b>\$3,500,000</b>	<b>\$0</b>	<b>\$2,250,000</b>	<b>\$0</b>	<b>\$8,425,000</b>
<b>Wastewater Utility</b>							
M Install Aeration Blower Number Two	14	\$350,000	\$0	\$0	\$0	\$0	\$350,000
M Primary Influent Building HVAC Upgrade	14	\$310,000	\$0	\$0	\$0	\$0	\$310,000
M Primary Clarifier Number Four Drive	14	\$120,000	\$0	\$0	\$0	\$0	\$120,000
M Secondary Clarifier Number Two Drive	14	\$90,000	\$0	\$0	\$0	\$0	\$90,000
M Sewer Line Reconstruction / Relining Program	14	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
M South Lakeshore Interceptor Sewer Rehabilitation	14	\$13,837,000	\$0	\$0	\$0	\$0	\$13,837,000
M Mini Storm Sewer Program	14	\$50,000	\$0	\$0	\$0	\$0	\$50,000
Primary Clarifier Number Three Drive		\$0	14	\$120,000	\$0	\$0	\$120,000
Secondary Clarifier Number One Drive		\$0	14	\$90,000	\$0	\$0	\$90,000
Screen / Scum Rejects System Upgrade		\$0	14	\$125,000	\$0	\$0	\$125,000
North Aeration Upgrade		\$0	14	\$385,000	\$0	\$0	\$385,000
Jet Truck		\$0	14	\$215,000	\$0	\$0	\$215,000
Sewer Line Reconstruction / Relining Program		\$0	14	\$1,000,000	\$0	\$0	\$1,000,000
Mini Storm Sewer Program		\$0	14	\$50,000	\$0	\$0	\$50,000
Primary Clarifier Number One Drive		\$0	\$0	14	\$120,000	\$0	\$120,000
Secondary Clarifier Number Three Drive		\$0	\$0	14	\$90,000	\$0	\$90,000
South Aeration Upgrade		\$0	\$0	14	\$385,000	\$0	\$385,000

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<b>Wastewater Utility - continued</b>									
	Raw Influent Pump Number Three	\$0	\$0	14	\$200,000	\$0	\$0	\$0	\$200,000
	Sewer Line Reconstruction /Relining Program	\$0	\$0	14	\$1,000,000	\$0	\$0	\$0	\$1,000,000
	Mini Storm Sewer Program	\$0	\$0	14	\$50,000	\$0	\$0	\$0	\$50,000
	Bleach Tank and Bisulfite Tank Replacement	\$0	\$0		\$0	\$250,000	\$0	\$0	\$250,000
	Administrative HVAC Upgrade	\$0	\$0		\$0	14	\$200,000	\$0	\$200,000
	Grit Removal System Modifications	\$0	\$0		\$0	14	\$125,000	\$0	\$125,000
	Portologics Replacement	\$0	\$0		\$0	14	\$200,000	\$0	\$200,000
	North Avenue Lift Station Controls	\$0	\$0		\$0	14	\$75,000	\$0	\$75,000
	Sewer Line Reconstruction / Relining Program	\$0	\$0		\$0	14	\$1,000,000	\$0	\$1,000,000
	Mini Storm Sewer Program	\$0	\$0		\$0	14	\$50,000	\$0	\$50,000
	Aeration Blower Number Five	\$0	\$0		\$0		\$0	14	\$350,000
	Ferric Chloride Tank Replacement	\$0	\$0		\$0		\$0	14	\$150,000
	Administrative Building Roof Replacement	\$0	\$0		\$0		\$0	14	\$400,000
	Sewer Line Reconstruction / Relining Program	\$0	\$0		\$0		\$0	14	\$1,000,000
	Mini Storm Sewer Program	\$0	\$0		\$0		\$0	14	\$50,000
	<b>Total - Wastewater Utility</b>	\$15,757,000	\$1,985,000		\$1,845,000	\$1,900,000	\$1,950,000		\$23,437,000
<b>Motor Vehicle</b>									
<b>M</b>	Street Sweeper	8,18	\$260,000	\$0	\$0	\$0	\$0	\$0	\$260,000
	One Ton Four Wheel Drive Dump Truck	8,11,18	\$66,000	\$0	\$0	\$0	\$0	\$0	\$66,000
	Zero Turn Mower (2)	8,11	\$27,000	\$0	\$0	\$0	\$0	\$0	\$27,000
	Four Wheel Drive SUV (Director of Public Works)	8,11	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
	One Ton Utility Box Truck (3)	8,11	\$124,500	\$0	\$0	\$0	\$0	\$0	\$124,500
	One Half Ton Four Wheel Drive Pickup Truck (2)	8,11	\$60,000	\$0	\$0	\$0	\$0	\$0	\$60,000
	Street Sweeper		\$0	8,18	\$265,000	\$0	\$0	\$0	\$265,000
	Three Quarter Ton Four Wheel Drive Pickup Truck (2)		\$0	8,11,18	\$62,000	\$0	\$0	\$0	\$62,000
	One Half Ton Four Wheel Drive Pickup Truck (3)		\$0	8,11	\$90,000	\$0	\$0	\$0	\$90,000
	Skid Steer		\$0	8,11	\$55,000	\$0	\$0	\$0	\$55,000
	Passenger Van (Mayor)		\$0	8,11	\$35,000	\$0	\$0	\$0	\$35,000
	Tandem Axle Dump Truck (2)		\$0		\$0	8,11,18	\$520,000	\$0	\$520,000
	One Half Ton Four Wheel Drive Pickup Truck / V Plow (2)		\$0		\$0	8,11	\$67,000	\$0	\$67,000

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	Executive	Executive	Executive	Executive	Executive	Executive	
<b>Motor Vehicle - continued</b>							
Tri-Axle Dump Truck	\$0	\$0	\$0	8,18	\$275,000	\$0	\$275,000
One Ton Four Wheel Drive Dump Truck (2)	\$0	\$0	\$0	8,11	\$150,000	\$0	\$150,000
Three Quarter Ton Four Wheel Drive Pickup (2)	\$0	\$0	\$0	8,11	\$68,000	\$0	\$68,000
Zero Turn Mower (2)	\$0	\$0	\$0	8,11	\$29,000	\$0	\$29,000
Tri-Axle Dump Truck	\$0	\$0	\$0		\$0	8,11,18	\$275,000
Street Sweeper	\$0	\$0	\$0		\$0	8,11	\$275,000
<b>Total - Motor Vehicle</b>	<b>\$577,500</b>	<b>\$507,000</b>	<b>\$587,000</b>		<b>\$522,000</b>		<b>\$2,743,500</b>
<b>Mead Public Library</b>							
M HVAC Control Replacement	11	\$66,278	\$0	\$0	\$0	\$0	\$66,278
<b>Mead Public Library - continued</b>							
HVAC Control Replacement	\$0	11	\$66,278	\$0	\$0	\$0	\$66,278
<b>Total - Mead Public Library</b>	<b>\$66,278</b>		<b>\$66,278</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$132,556</b>
<b>Parking Utility</b>							
Utility Pickup Truck	8,18	\$35,000	\$0	\$0	\$0	\$0	\$35,000
John Deere Pro Style Gator	\$0	8,18	\$20,000	\$0	\$0	\$0	\$20,000
Coin Meter Replacement	\$0	18	\$250,000	\$0	\$0	\$0	\$250,000
One and One-Half Ton Heavy Duty Pickup	\$0	\$0	8,18	\$60,000	\$0	\$0	\$60,000
Riverfront Parking Lots	\$0	\$0	\$0	18	\$600,000	\$0	\$600,000
<b>Total - Parking Utility</b>	<b>\$35,000</b>		<b>\$270,000</b>	<b>\$60,000</b>	<b>\$600,000</b>	<b>\$0</b>	<b>\$965,000</b>
<b>Transit Utility</b>							
M Paratransit Vehicle	9,11	\$80,000	\$0	\$0	\$0	\$0	\$80,000
Transit Facility Maintenance Updates	9	\$200,000	\$0	\$0	\$0	\$0	\$200,000
Paratransit Vehicle (2)	9	\$180,000	\$0	\$0	\$0	\$0	\$180,000
Fixed Route Revenue Buses (3)	\$0	9	\$1,380,000	\$0	\$0	\$0	\$1,380,000
Fixed Route Revenue Buses (5)	\$0	9	\$2,300,000	\$0	\$0	\$0	\$2,300,000
<b>Total - Transit Utility</b>	<b>\$460,000</b>		<b>\$3,680,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,140,000</b>

2021 - 2025 Capital Improvement Program List

Color / Abbreviation Key:								
Yellow - Previously approved in same year								
Blue - Previously approved in a different year								
Orange - Changed from 5/4/2020 Document								
M - Mandatory for 2021 only								
<b>Cable TV</b>								
Studio TriCaster Replacement		\$0	8,18	\$25,000	\$0	\$0	\$0	\$25,000
<b>Total - Cable TV</b>		\$0		\$25,000	\$0	\$0	\$0	\$25,000
<b>Information Technology Fund</b>								
M Microsoft Exchange (email) Server Upgrade	18	\$45,000		\$0	\$0	\$0	\$0	\$45,000
M SINC Redundant Internet Connection	18	\$125,000		\$0	\$0	\$0	\$0	\$125,000
M WWTP Data Center Firewalls	18	\$25,000		\$0	\$0	\$0	\$0	\$25,000
M IBMi Retirement - Software Acquisition	18	\$35,000		\$0	\$0	\$0	\$0	\$35,000
Microsoft Office Upgrade		\$0	18	\$90,000	\$0	\$0	\$0	\$90,000
SINC City Hall Redundant Solution		\$0	18	\$25,000	\$0	\$0	\$0	\$25,000
IBMi Retirement - Software Acquisition		\$0	18	\$25,000	\$0	\$0	\$0	\$25,000
<b>Information Technology Fund - continued</b>								
IBMi Retirement - Software Acquisition		\$0		\$0	18	\$35,000	\$0	\$35,000
Asset Management - Department of Public Works		\$0		\$0		\$0	18	\$95,000
IBMi Retirement - Software Acquisition		\$0		\$0		\$0	18	\$35,000
<b>Total - Information Technology</b>		\$230,000		\$140,000		\$35,000	\$95,000	\$35,000
<b>Water Utility*</b>								
M Raw Water Improvement Project - Phase 1	12	\$1,850,000		\$0	\$0	\$0	\$0	\$1,850,000
M Taylor Hill Coating and Roof Repairs	14	\$1,000,000		\$0	\$0	\$0	\$0	\$1,000,000
M Utility Truck and Vehicle Replacements	14	\$85,000		\$0	\$0	\$0	\$0	\$85,000
M Meter System Replacements	14	\$103,000		\$0	\$0	\$0	\$0	\$103,000
M Water Mains	14	\$2,000,000		\$0	\$0	\$0	\$0	\$2,000,000
M Facility Operations - Distribution Upgrade	14	\$980,000		\$0	\$0	\$0	\$0	\$980,000
Raw Water Improvement Project - Phase 2		\$0	12	\$4,000,000	\$0	\$0	\$0	\$4,000,000
Utility Equipment and Vehicle Replacements		\$0	14	\$290,000	\$0	\$0	\$0	\$290,000
Meter System Replacements		\$0	14	\$87,000	\$0	\$0	\$0	\$87,000
Water Mains		\$0	14	\$2,250,000	\$0	\$0	\$0	\$2,250,000
Facility Operations - Distribution Upgrade		\$0	14	\$650,000	\$0	\$0	\$0	\$650,000
Raw Water Improvement Project - Phase 3		\$0		\$0	12	\$11,750,000	\$0	\$11,750,000

2021 - 2025 Capital Improvement Program List

Color / Abbreviation Key:								
Yellow - Previously approved in same year								
Blue - Previously approved in a different year	2021	2022	2023	2024	2025	Total		
Orange - Changed from 5/4/2020 Document								
M - Mandatory for 2021 only	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>
<b>Water Utility* - continued</b>								
Utility Equipment Replacement	\$0	\$0	14 \$50,000	\$0	\$0	\$50,000		
Meter System Replacements	\$0	\$0	14 \$98,000	\$0	\$0	\$98,000		
Water Mains	\$0	\$0	14 \$1,950,000	\$0	\$0	\$1,950,000		
Facility Operations - Distribution Upgrade	\$0	\$0	14 \$375,000	\$0	\$0	\$375,000		
Raw Water Improvement Project - Phase 4	\$0	\$0	\$0	12 \$15,175,000	\$0	\$15,175,000		
Utility Equipment and Vehicle Replacements	\$0	\$0	\$0	14 \$240,000	\$0	\$240,000		
Meter System Replacements	\$0	\$0	\$0	14 \$109,000	\$0	\$109,000		
Water Mains	\$0	\$0	\$0	14 \$1,800,000	\$0	\$1,800,000		
Facility Operations - Distribution Upgrade	\$0	\$0	\$0	14 \$1,420,000	\$0	\$1,420,000		
Utility Vehicle Replacement	\$0	\$0	\$0	\$0	14 \$50,000	\$50,000		
Meter Systems Replacements	\$0	\$0	\$0	\$0	14 \$157,000	\$157,000		
Water Mains	\$0	\$0	\$0	\$0	14 \$2,150,000	\$2,150,000		
Facility Operations - Distribution Upgrade	\$0	\$0	\$0	\$0	14 \$430,000	\$430,000		
<b>Total - Water Utility*</b>	<b>\$6,018,000</b>	<b>\$7,277,000</b>	<b>\$14,223,000</b>	<b>\$18,744,000</b>	<b>\$2,787,000</b>	<b>\$49,049,000</b>		
<b>TOTAL EXPENDITURES</b>	<b>\$36,934,978</b>	<b>\$23,341,678</b>	<b>\$23,031,400</b>	<b>\$30,694,000</b>	<b>\$14,910,000</b>	<b>\$128,912,056</b>		
*For Informational Purposes Only.								

2021 - 2025 Capital Improvement Program List

Color / Abbreviation Key:							
Yellow - Previously approved in same year							
Blue - Previously approved in a different year	2021	2022	2023	2024	2025	Total	
Orange - Changed from 5/4/2020 Document							
M - Mandatory for 2021 only	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>	<u>Executive</u>
<b>CIP SUMMARY TOTALS BY DEPARTMENT</b>							
Total - City Buildings	\$262,000	\$550,000	\$100,000	\$250,000	\$1,000,000	\$2,162,000	
Total - Police	\$243,000	\$269,000	\$279,000	\$237,000	\$186,000	\$1,214,000	
Total - Fire & Rescue	\$945,000	\$601,000	\$866,000	\$586,000	\$1,667,000	\$4,665,000	
Total - Public Works	\$9,666,200	\$4,471,400	\$5,036,400	\$5,510,000	\$6,735,000	\$31,419,000	
Total - City Development	\$2,675,000	\$3,500,000	\$0	\$2,250,000	\$0	\$8,425,000	
Total - Wastewater Utility	\$15,757,000	\$1,985,000	\$1,845,000	\$1,900,000	\$1,950,000	\$23,437,000	
Total - Motor Vehicle	\$577,500	\$507,000	\$587,000	\$522,000	\$550,000	\$2,743,500	
Total - Mead Public Library	\$66,278	\$66,278	\$0	\$0	\$0	\$132,556	
Total - Parking Utility	\$35,000	\$270,000	\$60,000	\$600,000	\$0	\$965,000	
Total - Transit Utility	\$460,000	\$3,680,000	\$0	\$0	\$0	\$4,140,000	
Total - Cable TV	\$0	\$25,000	\$0	\$0	\$0	\$25,000	
Total - Information Technology	\$230,000	\$140,000	\$35,000	\$95,000	\$35,000	\$535,000	
<b>Subtotal - Excluding Water Utility*</b>	<b>\$30,916,978</b>	<b>\$16,064,678</b>	<b>\$8,808,400</b>	<b>\$11,950,000</b>	<b>\$12,123,000</b>	<b>\$79,863,056</b>	
<b>Total - Water Utility*</b>	<b>\$6,018,000</b>	<b>\$7,277,000</b>	<b>\$14,223,000</b>	<b>\$18,744,000</b>	<b>\$2,787,000</b>	<b>\$49,049,000</b>	
<b>Total Capital Improvements</b>	<b>\$36,934,978</b>	<b>\$23,341,678</b>	<b>\$23,031,400</b>	<b>\$30,694,000</b>	<b>\$14,910,000</b>	<b>\$128,912,056</b>	
*For Informational Purposes Only.							

II

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY ADMINISTRATOR. May 18, 2020.

Submitting the 2021 preliminary budget fiscal factors for guidance prior to departmental budget preparations as follows:

1. General Fund Budget that retains eligibility for Wisconsin's Expenditure Restraint Program.
2. Equalized tax rate to increase no more than inflationary levels.
3. Maintain city services with no decrease in service levels.
4. Leverage city resources through partnerships and shared services/facilities with other entities.
5. Leverage intergovernmental funds to offset city costs for projects or programs that promote city priorities, goals and/or objectives.
6. Funds for a 2.0 percent increase in wages for the city workforce including collective bargaining agreements.
7. Review user fees including utility rates.
8. Identify planned borrowed fund which will not affect the city's current bond rating of Aa2.
9. Continue Garbage, Recycling, and Vehicle Registration fees at their current amount.
10. Balance all Fund budgets, if necessary utilize applied fund balance or planned borrowed funds proceeds.
11. Incorporate 2021 projects, equipment and vehicles identified in the 2021 - 2025 Capital Improvements Program.
12. Continue use of donations between Tax Incremental Districts.
13. Maintain a minimum of 25 percent uncommitted Fund Balance in the General Fund.

FAP

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City Administrator

II

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY CLERK. May 18, 2020.

Submitting a claim from Frederick Schmidt for alleged damages to his parked vehicle when a tree fell on it.

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CITY CLERK

DATE RECEIVED 5-8-2020

RECEIVED BY MKC NOV 8 '20 AM 11:22

CLAIM NO. 120

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: FREDERICK SCHMIDT

2. Home address of Claimant: 515 Huron Avenue Sheboygan WI 53081

3. Home phone number: 920 918 9767

4. Business address and phone number of Claimant: SAME AS ABOVE

5. When did damage or injury occur? (date, time of day) 4/18/2020

6. Where did damage or injury occur? (give full description) \_\_\_\_\_

7. How did damage or injury occur? (give full description) TREE FELL ON TOP OF PARKED VEHICLE

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: \_\_\_\_\_

(b) Claimant's statement of the basis of such liability: TREE HAS BEEN MARKED FOR REMOVAL FOR AT LEAST 4 YEARS

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: MADRID TREE IS DISEASED HAS BEEN MARKED FOR REMOVAL FOR AT LEAST 4 YEARS

(b) Claimant's statement of basis for such liability: CITY WAS HERE AND MARKED IT, TOLD ME THERE WERE ABOUT ~~200~~ trees ahead of it. 200

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

No Injuries

11. Name and address of any other person injured: N/A

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

Auto: \$ 9,472.00  
 Property: \$ \_\_\_\_\_  
 Personal injury: \$ \_\_\_\_\_  
 Other: (Specify below) \$ \_\_\_\_\_  
**TOTAL** \$ 9,472.00

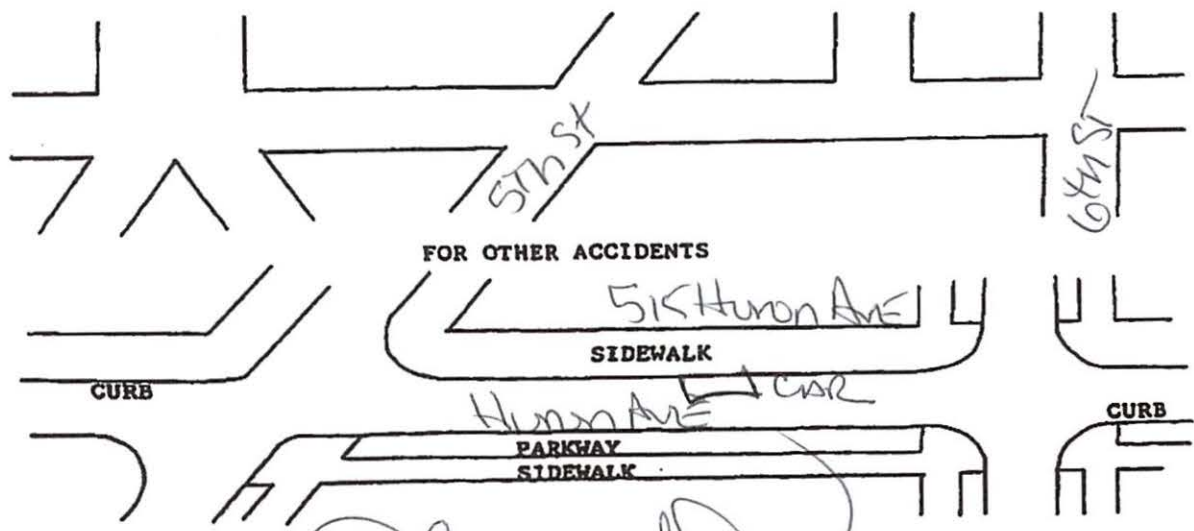
Damaged vehicle (if applicable)

Make: Ford Model: Escape Year: 2019 Mileage: 30,547

Names and addresses of witnesses, doctors and hospitals: Officer Matthew Heimerl  
Driving as tree fell. Police Report # C20 - 06217

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

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



SIGNATURE OF CLAIMANT

[Handwritten Signature]

DATE

4/20/20

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

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

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

CLAIM

Claimant's Name:	<u>FRED SCHMIDT</u>	Auto	\$ <u>9,472.20</u>
Claimant's Address:	<u>515 HUNTON AVE</u>	Property	\$ _____
	<u>Sheboygan WI 53081</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>920 918 9767</u>	Other (Specify below)	\$ _____
		<b>TOTAL</b>	\$ <u>9,472.20</u>

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 \$ 9,472.20.

SIGNED *[Signature]* DATE: 5/1/2020

ADDRESS: 515 HUNTON AVENUE

SHEBOYGAN WI 53081

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



# DEAN'S AUTO BODY, INC.

Workfile ID:  
PartsShare:

ab1b9c2b  
5PYLvF

We Have the Means for All Your Body Needs!  
1407 N 29TH ST, SHEBOYGAN, WI 53081  
Phone: (920) 457-5494  
FAX: (920) 457-6495

## Preliminary Estimate

**Customer: Schmidt, Fred**

Written By: Tracy Black

Insured: Schmidt, Fred  
Type of Loss:  
Point of Impact: 13 Rollover

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
Schmidt, Fred  
515 Huron Ave.  
Sheboygan, WI 53081  
(920) 918-9767 Business

**Inspection Location:**  
DEAN'S AUTO BODY, INC.  
1407 N 29TH ST  
SHEBOYGAN, WI 53081  
Repair Facility  
(920) 457-5494 Business

**Insurance Company:**

## VEHICLE

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

VIN: 1FMCU9GD9KUB32681	Interior Color:	Mileage In: 313,608	Vehicle Out:
License: AEP-6425	Exterior Color: Blue	Mileage Out:	
State: WI	Production Date: 3/2019	Condition:	Job #:

### TRANSMISSION

4 Wheel Drive

### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Power Driver Seat

### DECOR

Dual Mirrors  
Privacy Glass  
Console/Storage  
Overhead Console

### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Alarm  
Message Center  
Steering Wheel Touch Controls  
Rear Window Wiper  
Telescopic Wheel  
Climate Control  
Backup Camera  
Remote Starter

### RADIO

AM Radio  
FM Radio  
Stereo  
Search/Seek  
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

### SEATS

Cloth Seats  
Bucket Seats  
Reclining/Lounge Seats  
Heated Seats

### WHEELS

Aluminum/Alloy Wheels

### PAINT

Clear Coat Paint

### OTHER

Fog Lamps  
Rear Spoiler  
California Emissions

**Preliminary Estimate**

**Customer: Schmidt, Fred**

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>ELECTRICAL</b>					
2	Repl	Antenna w/o cell phone w/HD radio	HJ5Z18936BA	1	39.27	1.1	
3	Repl	Antenna mast 8" mast	H1BZ18A886A	1	18.14	Incl.	
4		<b>WINDSHIELD</b>					
5	*	Subl Windshield FORD, w/o electrochromatic mirror w/o htd park area		1	<u>486.39</u>		
6		<b>RESTRAINT SYSTEMS</b>					
7	R&I	RT Head air bag from 12/02/2014				m 0.8 M	
8	R&I	LT Head air bag from 12/02/2014				m 0.8 M	
9		<b>ROOF</b>					
10	Repl	Roof panel	CJ5Z7850202A	1	1,455.38	18.0	3.4
11		Add for Clear Coat					1.4
12	Repl	LT Roof rail	CJ5Z78513A83A	1	50.44	2.0	0.4
13		Add for Clear Coat					0.1
14	Repl	Rear bow	CJ5Z7850222A	1	30.98	1.0	
15	*	Rpr Rear header				<u>2.0</u>	0.4
16		Overlap Minor Panel					-0.2
17		Add for Clear Coat					0.1
open	Repl	LT Roof molding	CJ5Z7850463AB	1	88.97	Incl.	
19		<b>REAR DOOR</b>					
20	Blnd	LT Outer panel (HSS)					1.1
21	R&I	LT Belt molding bright				0.3	
22	R&I	LT Side molding				0.4	
23	R&I	LT Handle, outside w/o keyless entry/start black				0.4	
24	R&I	LT R&I trim panel				0.4	
25		<b>QUARTER PANEL</b>					
26	Repl	RT Quarter panel	GJ5Z7827840A	1	2,421.42	18.0	3.5
27		Overlap Major Adj. Panel					-0.4
28		Add for Clear Coat					0.6
29		<b>LIFT GATE</b>					
30	*	Rpr Lift gate				<u>5.0</u>	2.1
31		Overlap Major Adj. Panel					-0.4
32		Add for Clear Coat					0.3
33		<b>REAR LAMPS</b>					
34	Repl	RT Tail lamp assy w/appearance pkg	GJ5Z13404D	1	460.54	Incl.	
35		<b>VEHICLE DIAGNOSTICS</b>					
36	*	Repl Pre-repair scan		1	<u>119.95</u> m	<u>0.5</u> M	
37	*	Repl Post-repair scan		1	<u>50.00</u> m	<u>0.5</u> M	
38		<b>MISCELLANEOUS OPERATIONS</b>					
39	#	Part(s) Disposal		1	10.00		

**Preliminary Estimate**

**Customer: Schmidt, Fred**

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

QTY	UNIT	DESCRIPTION	PRICE	TAX	LABOR	REMARKS
40	*	Repl Cover car/bag	1	5.00	0.2	
41	#	Subl Hazardous waste removal	1	6.00	T	
42	#	Refn Corrosion protection (repair area)				0.2
43	**	A/M Apply Disinfectant	1	25.00	1.0	
44	#	Repl Cavity wax	1		T	0.2
45	#	Mask jams/openings	1		T	1.0
46	#	Disconnect battery cable	1			0.2
47	#	Repl Weld-through primer	1	15.00	T	
48	#	Repl Urethane kit	2	62.50		
49	#	Inner trim	1			4.0
50	#	3M™ Panel Bonding Adhesive, 200 mL Cartridge	2	155.42		
51	#	3M™ Heavy-Bodied Seam Sealer, 200 mL Cartridge	1	60.19		
52	#	3M™ Static Mixing Nozzle	3	10.98		
53	#	Test welds (welder set up)	1			1.0
54	#	High Speed Cobalt Drill Bit - 8x80mm	1	18.78		
55	#	Rpr Rough pull				3.0
<b>SUBTOTALS</b>			<b>5,590.35</b>	<b>60.8</b>	<b>13.6</b>	

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			5,569.35
Body Labor	58.2 hrs @	\$ 62.00 /hr	3,608.40
Paint Labor	13.6 hrs @	\$ 62.00 /hr	843.20
Mechanical Labor	2.6 hrs @	\$ 90.00 /hr	234.00
Paint Supplies	13.6 hrs @	\$ 42.00 /hr	571.20
Miscellaneous			21.00
<b>Subtotal</b>			<b>10,847.15</b>
Sales Tax	\$ 10,847.15 @	5.5000 %	596.59
<b>Grand Total</b>			<b>11,443.74</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>11,443.74</b>

**MyPriceLink Estimate ID / Quote ID:**

687707484877496320 / 67088752

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

## Preliminary Estimate

### Customer: Schmidt, Fred

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

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 DR2MK13, CCC Data Date 03/17/2020, 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 2020 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. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. 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. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

## Preliminary Estimate

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**Customer: Schmidt, Fred**

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

CCC ONE Estimating - A product of CCC Information 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.

**Preliminary Estimate**

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**Customer: Schmidt, Fred**

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

**PARTS SUPPLIER LIST**

<b>Line</b>	<b>Supplier</b>	<b>Description</b>	<b>Price</b>
2	Griffin Automotive Group 1940 E. Main Street Waukesha WI 53186	#HJ5Z18936BA Antenna w/o cell phone w/HD radio Quote: 634909184 Expires: 06/06/20	\$ 39.27
3	Griffin Automotive Group 1940 E. Main Street Waukesha WI 53186	#H1BZ18A886A Antenna mast 8" mast Quote: 634909479 Expires: 06/06/20	\$ 18.14

**Preliminary Estimate**

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**Customer: Schmidt, Fred**

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

**ALTERNATE PARTS USAGE**

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

VIN: 1FMCU9GD9KUB32681 Interior Color: Mileage In: 313,608 Vehicle Out:  
License: AEP-6425 Exterior Color: Blue Mileage Out:  
State: WI Production Date: 3/2019 Condition: Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	0	1
Optional OEM	Automatically List	0	0
Reconditioned	Automatically List	0	0
Recycled	N/A	0	0



# Minnesota Personal Service Appraisal

Workfile ID: 44711788

Minneapolis Office  
Minneapolis, MN 55403  
Phone: (941) 961-0779, FAX:(941) 718-4883

For:  
**CEI GROUP INC.**

## Preliminary Estimate

**Owner: Schmidt, Fred**

**Job Number:**

Written By: Mark Gragg

Insured: Schmidt, Fred  
Type of Loss:  
Point of Impact:

Policy #:  
Date of Loss:

Claim #: 2072204  
Days to Repair: 0

**Owner:**  
Schmidt, Fred

**Inspection Location:**  
Drive-in

**Repair Facility:**  
Dick Brantmeier Ford  
Sheboygan, WI 53082

## VEHICLE

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

VIN: 1FMCU9GD9KUB32681  
License: AEP6425  
State: WI

Production Date:  
Odometer: 31,533  
Condition:

Interior Color:  
Exterior Color: Blue

### TRANSMISSION

Automatic Transmission  
4 Wheel Drive

### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Power Driver Seat

### DECOR

Dual Mirrors  
Privacy Glass  
Console/Storage  
Overhead Console

### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Alarm  
Message Center  
Steering Wheel Touch Controls  
Rear Window Wiper  
Telescopic Wheel  
Climate Control  
Backup Camera  
Remote Starter

### RADIO

AM Radio  
FM Radio  
Stereo  
Search/Seek  
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

### SEATS

Cloth Seats  
Bucket Seats  
Reclining/Lounge Seats  
Heated Seats

### WHEELS

Aluminum/Alloy Wheels

### PAINT

Clear Coat Paint

### OTHER

Fog Lamps  
Rear Spoiler  
California Emissions

**Preliminary Estimate**

**Owner: Schmidt, Fred**

**Job Number:**

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>ELECTRICAL</b>					
2	Repl	Antenna mast 8" mast	H1BZ18A886A	1	18.14	Incl.	
3	Repl	Antenna w/o cell phone w/HD radio	HJ5Z18936BA	1	39.27	1.1	
4		<b>WINDSHIELD</b>					
5	* Repl	Windshield NAGS, w/o electrochromatic mirror w/o htd park area -17%	DW02215GTN	1	<u>399.94</u>	Incl.	
6		<b>RESTRAINT SYSTEMS</b>					
7	R&I	RT Head air bag from 12/02/2014				m 0.8 M	
8	R&I	LT Head air bag from 12/02/2014				m 0.8 M	
9	Repl	Air bag system diagnosis ck system operation		1		m 0.5 M	
10		<b>ROOF</b>					
11	Repl	Roof panel	CJ5Z7850202A	1	1,380.10	18.0	3.4
12		Add for Clear Coat					1.4
open	Repl	RT Roof molding	CJ5Z7850462AC	1	88.97	Incl.	
open	Repl	LT Roof molding	CJ5Z7850463AB	1	88.97	Incl.	
15		<b>PILLARS, ROCKER &amp; FLOOR</b>					
16	Blnd	LT Aperture panel				s	2.1
17		<b>REAR DOOR</b>					
18	Blnd	LT Door shell (HSS)					1.1
19	R&I	LT Belt molding bright				0.3	
20	R&I	LT Side molding				0.4	
21	R&I	LT Handle, outside w/o keyless entry/start black				0.4	
22	R&I	LT R&I trim panel				0.4	
23		<b>QUARTER PANEL</b>					
24	Repl	LT Quarter panel	GJ5Z7827841A	1	2,005.62	17.5	3.5
25		Overlap Major Adj. Panel					-0.4
26		Add for Clear Coat					0.6
27	* Rpr	LT Inner panel assy				<u>3.0</u>	1.5
28		Add for Clear Coat					0.3
29		<b>REAR BUMPER</b>					
30	R&I	LT Side extrn					Incl.
31	R&I	R&I bumper cover					Incl.
32	# Rpr	SET UP AND MEASURE				2.0 F	
33	# Rpr	UNIBODY				2.0 F	
34	# Repl	CAR COVER		1	6.00	0.3	
35	#	Seam Sealer		1	18.00	0.3	
36	#	CORROSION PROTECTION		1	10.00		
37	#	Urethane kit		1	25.00		
38		OTHER CHARGES					

**Preliminary Estimate**

**Owner: Schmidt, Fred**

**Job Number:**

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

39 #	E.P.C.	1	5.00	
<b>SUBTOTALS</b>		<b>4,085.01</b>	<b>47.8</b>	<b>13.5</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			4,080.01
Body Labor	41.7 hrs @	\$ 60.00 /hr	2,502.00
Paint Labor	13.5 hrs @	\$ 60.00 /hr	810.00
Mechanical Labor	2.1 hrs @	\$ 105.00 /hr	220.50
Frame Labor	4.0 hrs @	\$ 65.00 /hr	260.00
Paint Supplies	13.5 hrs @	\$ 40.00 /hr	540.00
Other Charges			5.00
Subtotal			8,417.51
Sales Tax	\$ 8,412.51 @	5.5000 %	462.69
<b>Total Cost of Repairs</b>			<b>8,880.20</b>
Deductible			0.00
<b>Total Adjustments</b>			<b>0.00</b>
<b>Net Cost of Repairs</b>			<b>8,880.20</b>

*RETAIL TAMP 590.00*  
*→ 9472.20*

**MyPriceLink Estimate ID / Quote ID:**

684051452536037376 / 66623078

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

## Preliminary Estimate

Owner: Schmidt, Fred

Job Number:

2019 FORD Escape SE 4WD 4D UTV 4-1.5L Turbocharged Gasoline Gasoline Direct Injection Blue

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 DR2MK13, CCC Data Date 04/16/2020, 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 2020 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. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. 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. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information 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.

III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Sorenson and Dekker.  
May 18, 2020.

A RESOLUTION authorizing application for the Coronavirus Emergency Supplemental Funding (CESF) Program Solicitation FY 2020 Formula Grant Solicitation.

WHEREAS, the City of Sheboygan has the opportunity to obtain a federal Emergency Supplemental local solicitation grant in the total amount of \$47,266 funded through the Office of Justice Programs, to be utilized to prevent, prepare for, and respond to the coronavirus; and

WHEREAS, in order to obtain the grant in the amount of \$47,266, it is necessary for the City to submit an application through the Office of Justice Programs prior to May 29, 2020; and

WHEREAS, the funding received would be 100% from federal sources with no state or local match requirement.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council hereby authorizes the Chief of Police to submit all of the information necessary for the grant application, sign all documents, and take all actions necessary for the administration thereof.

*Suspend  
Adopt.*

\_\_\_\_\_  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



Res. No.          - 20 - 21. By Alderpersons Donohue and Bohren.  
May 18, 2020.

A RESOLUTION authorizing the appropriate City officials to draw funds to install the new Heating, Ventilating and Air Conditioning (HVAC) controls system for the Mead Public Library pursuant to the contract previously executed with Quality Control Systems, Inc.

WHEREAS, in Res. No. 52-19-20, after complying with Wis. Stat. § 62.15, the Common Council of the City of Sheboygan (the "Council") authorized the City to contract with Quality Control Systems, Inc. to install a new Heating, Ventilating and Air Conditioning (HVAC) controls system at Mead Public Library over a four year period; and

WHEREAS, Res. No. 52-19-20 authorized the appropriate City officials to expend \$66,278 to begin the process of installing the new HVAC controls system at Mead Public Library; and

WHEREAS, Res. No. 52-19-20 also contained a change order allowance; and

WHEREAS, in 2019, Quality Control Systems, Inc. began the installation; and

WHEREAS, in 2020, Mead Public Library desires to have Quality Control Systems, Inc. complete the third floor (Alternate #3), at a cost of \$36,800; and

WHEREAS, Mead Public Library anticipates completing the first and second floors in 2021 and 2022.

NOW, THEREFORE, BE IT RESOLVED: That all approvals and authorizations in Res. No. 52-19-20, including the authority to approve change orders up to a total of \$12,651.10 for the entire contract with Quality Control Systems, Inc. for the installation of the HVAC controls system at Mead Public Library, are unaffected by this Resolution.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the completion of Alternate #3 (and any approved Change Orders) as set forth below:

2020 - HVAC Controls Replacement - Acct. No. 47951100-621200:       \$36,800

FAP

BE IT FURTHER RESOLVED: That the Council continues to recognize that the expectation is that this Contract will be fulfilled over multiple years, and will consider appropriation of additional moneys in future years.

\_\_\_\_\_  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Wolf and Sorenson.  
May 18, 2020.

A RESOLUTION authorizing an application for an Urban Nonpoint Source & Storm Water Program Construction Grant from the Wisconsin Department of Natural Resources.

WHEREAS, the City of Sheboygan has the opportunity to pursue an Urban Nonpoint Source & Storm Water Program Grant ("Grant") from the Wisconsin Department of Natural Resources ("DNR") to support the conversion of 2<sup>nd</sup> Creek Pond from a dry pond to a wet pond in order to assist the City in meeting future clean water requirements; and

WHEREAS, in order for the City to apply for the Grant, which would provide the City with \$150,000 towards this project, which has an estimated cost of \$917,000, one requirement is a Governmental Responsibility Resolution; and

WHEREAS, the Governmental Responsibility Resolution must identify an Authorized Representative; and

WHEREAS, an Authorized Representative is an office, officer, or employee who is given authority to act on the applicant's behalf to: (1) sign and submit the grant application; (2) sign a grant agreement between the City and the DNR; (3) sign and submit reimbursement claims along with necessary supporting documentation; (4) sign and submit interim and final reports and other documentation as required by the grant agreement; (5) sign and submit an Environmental Hazards Assessment Form, if required, and (6) take necessary action to undertake, direct, and complete the approved project.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council designates the City Engineer, Ryan Sazama, as its Authorized Representative for this Grant.

PD

BE IT FURTHER RESOLVED: That the City shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

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I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Wolf and Sorenson.  
May 18, 2020.

A RESOLUTION authorizing the appropriate City officials to execute the Amendment to Agreement Between the City of Sheboygan and Sheboygan Athletic Club, Inc. Regarding Lighting Improvements at Mary Testwuide Knauf Field at Wildwood Baseball Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Amendment to Agreement Between the City of Sheboygan and Sheboygan Athletic Club, Inc. Regarding Lighting Improvements at Mary Testwuide Knauf Field at Wildwood Baseball Park, in form substantially similar to the attached.

PD

\_\_\_\_\_  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

AMENDMENT TO  
AGREEMENT BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
SHEBOYGAN ATHLETIC CLUB, INC.

REGARDING LIGHTING IMPROVEMENTS AT  
MARY TESTWUIDE KNAUF FIELD AT WILDWOOD BASEBALL PARK

This Amendment (“Amendment”) amends the Agreement between the City of Sheboygan, Wisconsin and Sheboygan Athletic Club, Inc. Regarding Lighting Improvements at Mary Testwuide Knauf Field at Wildwood Baseball Park (the “Agreement”). The Agreement’s effective date is October 9, 2018.

As a result of the global pandemic, which has created questions about what the nature of the 2020 baseball season will look like, the Parties agree that it is appropriate to amend the Agreement as set forth below to allow Sheboygan Athletic Club additional time to make its payments:

1. Final Payment. Section 5 of the Agreement provided, in relevant part, that on or before June 1, 2020, Sheboygan Athletic Club would make its final payment to the City in the amount of \$27,467.99, which included \$27,422.70 of principal and \$45.29 of interest. Instead of one final payment due on or before June 1, 2020, the remaining balance shall now be paid as follows:
  - Sheboygan Athletic Club shall receive a \$5,000 credit toward the remaining balance from the proceeds of the old lights at Mary Testwuide Knauf Field at Wildwood Baseball Park. As a result of this credit, the remaining principal balance is \$22,422.70.
  - Sheboygan Athletic Club shall make monthly interest-only payments in the amount of \$37.37 from June 1, 2020 through May 1, 2021.
  - On June 1, 2021, Sheboygan Athletic Club shall make a final payment of \$22,460.07.

The Amortization Schedule of this Loan is set forth below:

Date of Payment	Total Payment	Interest	Principal	Principal Balance
6/1/2020	\$5,000 <sup>1</sup>	\$0.00	\$5,000	\$22,422.70
6/1/2020	\$37.37	\$37.37	\$0.00	\$22,422.70
7/1/2020	\$37.37	\$37.37	\$0.00	\$22,422.70
8/1/2020	\$37.37	\$37.37	\$0.00	\$22,422.70
9/1/2020	\$37.37	\$37.37	\$0.00	\$22,422.70
10/1/2020	\$37.37	\$37.37	\$0.00	\$22,422.70

<sup>1</sup> This amount will be credited to Sheboygan Athletic Club as a result of the proceeds of the old lights at Mary Testwuide Knauf Field at Wildwood Baseball Park.

11/1/2020	\$37.37	\$37.37	\$0.00	\$22,422.70
12/1/2020	\$37.37	\$37.37	\$0.00	\$22,422.70
1/1/2021	\$37.37	\$37.37	\$0.00	\$22,422.70
2/1/2021	\$37.37	\$37.37	\$0.00	\$22,422.70
3/1/2021	\$37.37	\$37.37	\$0.00	\$22,422.70
4/1/2021	\$37.37	\$37.37	\$0.00	\$22,422.70
5/1/2021	\$37.37	\$37.37	\$0.00	\$22,422.70
6/1/2021	\$22,460.07	\$37.37	\$22,422.70	\$0.00

2. Promissory Note. A new Promissory Note, which replaces the Promissory Note attached to the Agreement, is attached to this Amendment and incorporated herein by reference.

3. Other Terms and Conditions. Except as specifically modified or amended herein, all other terms and provisions of the Agreement remain unchanged.

**CITY OF SHEBOYGAN, WISCONSIN**

**SHEBOYGAN ATHLETIC CLUB, INC.**

**BY:** \_\_\_\_\_  
Michael J. Vandersteen, Mayor

**BY:** \_\_\_\_\_  
Scott Stangel, President

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

PROMISSORY NOTE

\$22,422.70

Sheboygan, Wisconsin  
June \_\_\_\_, 2020

FOR VALUE RECEIVED, Sheboygan Athletic Club, Inc. (the "Borrower"), promises to pay to the order of the City of Sheboygan, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, at its office in the City of Sheboygan, Wisconsin (the "Holder"), the principal sum of Twenty Two Thousand Four Hundred Twenty Two and 70/100 Dollars (\$22,422.70), with interest on all unpaid balances computed monthly from June 1, 2020 until paid at the rate of two percent (2%) per annum. Interest shall be payable monthly in installments of Thirty Seven and 37/100 Dollars (\$37.37) per month, beginning on the 1<sup>st</sup> day of June, 2020 and continuing to May 1, 2021. The final installment shall consist of a payment of Twenty Two Thousand Four Hundred Sixty and 7/100 Dollars (\$22,460.07) and shall be due on June 1, 2021. The Amortization Schedule for this Promissory Note is found in the Amendment to Agreement Between the City of Sheboygan, Wisconsin and Sheboygan Athletic Club, Inc. Regarding Lighting Improvements at Mary Testwuide Knauf Field at Wildwood Baseball Park.

This Note may be prepaid, in whole or in part, on any payment date without prepayment premium or penalty.

In the event any installment payment (including, without limitation, the entire principal balance upon maturity), becomes more than fifteen (15) days past due, the Borrower shall pay a late payment charge to Holder equal to five percent (5%) of the entire unpaid amount of the installment. Payments received after any installment becomes more than fifteen (15) days past due shall be applied first to current installment(s) and then to delinquent installments for purposes of this provision.

SHEBOYGAN ATHLETIC CLUB, INC.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AMENDMENT TO  
AGREEMENT BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
SHEBOYGAN ATHLETIC CLUB, INC.**

**REGARDING LIGHTING IMPROVEMENTS AT  
MARY TESTWUIDE KNAUF FIELD AT WILDWOOD BASEBALL PARK**

This Amendment ("Amendment") amends the Agreement between the City of Sheboygan, Wisconsin and Sheboygan Athletic Club, Inc. Regarding Lighting Improvements at Mary Testwuide Knauf Field at Wildwood Baseball Park (the "Agreement"). The Agreement's effective date is October 9, 2018.

As a result of the global pandemic, which has created questions about what the nature of the 2020 baseball season will look like, the Parties agree that it is appropriate to amend the Agreement as set forth below to allow Sheboygan Athletic Club additional time to make its payments:

1. **Final Payment.** Section 5 of the Agreement provided, in relevant part, that on or before June 1, 2020, Sheboygan Athletic Club would make its final payment to the City in the amount of \$27,467.99, which included \$27,422.70 of principal and \$45.29 of interest. Instead of one final payment due on or before June 1, 2020, the remaining balance shall now be paid as follows:
  - Sheboygan Athletic Club shall receive a \$5,000 credit toward the remaining balance from the proceeds of the old lights at Mary Testwuide Knauf Field at Wildwood Baseball Park. As a result of this credit, the remaining principal balance is \$22,422.70.
  - Sheboygan Athletic Club shall make monthly interest-only payments in the amount of \$37.37 from June 1, 2020 through May 1, 2021.
  - On June 1, 2021, Sheboygan Athletic Club shall make a final payment of \$22,460.07.

The Amortization Schedule of this Loan is set forth below:

Date of Payment	Total Payment	Interest	Principal	Principal Balance
6/1/2020	\$5,000 <sup>1</sup>	\$0.00	\$5,000	\$22,422.70
6/1/2020	\$37.37	\$37.37	\$0.00	\$22,422.70
7/1/2020	\$37.37	\$37.37	\$0.00	\$22,422.70
8/1/2020	\$37.37	\$37.37	\$0.00	\$22,422.70
9/1/2020	\$37.37	\$37.37	\$0.00	\$22,422.70
10/1/2020	\$37.37	\$37.37	\$0.00	\$22,422.70

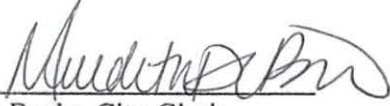
<sup>1</sup> This amount will be credited to Sheboygan Athletic Club as a result of the proceeds of the old lights at Mary Testwuide Knauf Field at Wildwood Baseball Park.

11/1/2020	\$37.37	\$37.37	\$0.00	\$22,422.70
12/1/2020	\$37.37	\$37.37	\$0.00	\$22,422.70
1/1/2021	\$37.37	\$37.37	\$0.00	\$22,422.70
2/1/2021	\$37.37	\$37.37	\$0.00	\$22,422.70
3/1/2021	\$37.37	\$37.37	\$0.00	\$22,422.70
4/1/2021	\$37.37	\$37.37	\$0.00	\$22,422.70
5/1/2021	\$37.37	\$37.37	\$0.00	\$22,422.70
6/1/2021	\$22,460.07	\$37.37	\$22,422.70	\$0.00

2. Promissory Note. A new Promissory Note, which replaces the Promissory Note attached to the Agreement, is attached to this Amendment and incorporated herein by reference.
3. Other Terms and Conditions. Except as specifically modified or amended herein, all other terms and provisions of the Agreement remain unchanged.

**CITY OF SHEBOYGAN, WISCONSIN**

BY:   
Michael J. Vandersteen, Mayor

ATTEST:   
Meredith DeBruin, City Clerk

DATE: 6-18-20

**SHEBOYGAN ATHLETIC CLUB, INC.**

BY:   
Scott Stangel, President

ATTEST: 

DATE: 6-18-20

PROMISSORY NOTE

\$22,422.70

Sheboygan, Wisconsin  
June \_\_\_\_, 2020

FOR VALUE RECEIVED, Sheboygan Athletic Club, Inc. (the "Borrower"), promises to pay to the order of the City of Sheboygan, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, at its office in the City of Sheboygan, Wisconsin (the "Holder"), the principal sum of Twenty Two Thousand Four Hundred Twenty Two and 70/100 Dollars (\$22,422.70), with interest on all unpaid balances computed monthly from June 1, 2020 until paid at the rate of two percent (2%) per annum. Interest shall be payable monthly in installments of Thirty Seven and 37/100 Dollars (\$37.37) per month, beginning on the 1<sup>st</sup> day of June, 2020 and continuing to May 1, 2021. The final installment shall consist of a payment of Twenty Two Thousand Four Hundred Sixty and 7/100 Dollars (\$22,460.07) and shall be due on June 1, 2021. The Amortization Schedule for this Promissory Note is found in the Amendment to Agreement Between the City of Sheboygan, Wisconsin and Sheboygan Athletic Club, Inc. Regarding Lighting Improvements at Mary Testwuide Knauf Field at Wildwood Baseball Park.

This Note may be prepaid, in whole or in part, on any payment date without prepayment premium or penalty.

In the event any installment payment (including, without limitation, the entire principal balance upon maturity), becomes more than fifteen (15) days past due, the Borrower shall pay a late payment charge to Holder equal to five percent (5%) of the entire unpaid amount of the installment. Payments received after any installment becomes more than fifteen (15) days past due shall be applied first to current installment(s) and then to delinquent installments for purposes of this provision.

SHEBOYGAN ATHLETIC CLUB, INC.

By: \_\_\_\_\_



Printed Name: \_\_\_\_\_

SCOTT A. STANGEL

Title: \_\_\_\_\_

President

Date: \_\_\_\_\_

June 18, 2020

OFFICE OF THE CITY CLERK  
Sheboygan, Wisconsin  
City Hall

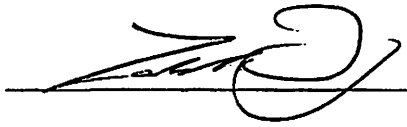
I hereby certify that this is a true copy  
of a document from the Common Council  
proceedings of the City of Sheboygan.

  
City Clerk

Res. No. 25 - 20 - 21. By Alderpersons Wolf and Sorenson.  
May 18, 2020.

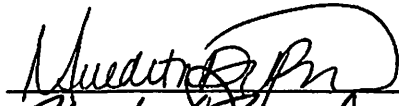
A RESOLUTION authorizing the appropriate City officials to execute the Amendment to Agreement Between the City of Sheboygan and Sheboygan Athletic Club, Inc. Regarding Lighting Improvements at Mary Testwuide Knauf Field at Wildwood Baseball Park.

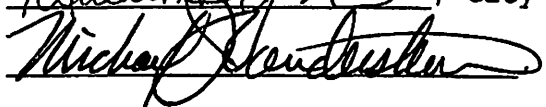
RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Amendment to Agreement Between the City of Sheboygan and Sheboygan Athletic Club, Inc. Regarding Lighting Improvements at Mary Testwuide Knauf Field at Wildwood Baseball Park, in form substantially similar to the attached.

  
\_\_\_\_\_  
\_\_\_\_\_

170  
adopt

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the  
Common Council of the City of Sheboygan, Wisconsin, on the 1<sup>st</sup> day of  
June, 2020.

Dated June 3, 2020. , City Clerk

Approved June 3, 2020.  Mayor

Published June 6, 2020.  
Certified June 3, 2020 to - DPW; Atty.; Fin. Dir.; CA.

III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Wolf and Sorenson.  
May 18, 2020.

A RESOLUTION authorizing the appropriate City Officials to execute an Agreement between the City of Sheboygan and the Mid-Lake Softball Organization, Inc. for operation and management of the Wildwood Softball Complex.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement between the City of Sheboygan and Mid-Lake Softball Organization, Inc. in form substantially similar to the attached.

RW

\_\_\_\_\_  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

AGREEMENT BETWEEN  
MID-LAKE SOFTBALL ORGANIZATION, INC.  
AND  
THE CITY OF SHEBOYGAN  
REGARDING  
OPERATIONS OF WILDWOOD SOFTBALL COMPLEX

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Sheboygan, a municipal corporation existing under the laws of the State of Wisconsin, hereinafter referred to as the "City", and Mid-Lake Softball Organization, Inc., a non-profit corporation duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "Mid-Lake."

RECITALS

- A. The City owns the public recreational facility commonly known as the Wildwood Softball Complex along New Jersey Avenue in Sheboygan. The recreational facilities on the south side of New Jersey Avenue have for many years been improved and devoted to softball.
- B. Mid-Lake has operated and managed the softball facilities at the Wildwood Softball Complex for several years, and wishes to continue to do so pursuant to the terms of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Services to be Performed by Mid-Lake.

Mid-Lake shall provide or make arrangements for the provision of the following services during the Term of this Agreement, all at no cost to the City:

- a. Contribute time, effort and monies toward the improvement of the Wildwood Softball Complex and in management, scheduling and operation of organized Mid-Lake league and tournament play.
- b. Manage and operate all aspects of the softball facilities at the Wildwood Softball Complex, including, without limitation, administration, maintenance, staffing, concessions, reservations, and day-to-day operations, including responsibility for all day-to-day expenses and normal maintenance involved with operations. Such services include, but are not limited to, ballfield leveling, grooming, grass cutting (other than the once a week grass cutting provided by the City pursuant to Section 2 of this Agreement), and all grass trimming.
- c. Undertake or provide, at Mid-Lake's expense, for the removal of such items, equipment or otherwise, as may be brought upon the premises of the Wildwood Softball Complex by or through the action or inaction, direct or indirect, of Mid-Lake, determined by the Public Works Committee of the Common Council of the City ("Public Works Committee") to be inconsistent with or contrary to any existing or later enacted rules,

regulations, conditions or laws governing the acquisition, maintenance, operation and use of the Wildwood Softball Complex.

- d. Mid-Lake shall refrain from selling intoxicating liquors, other than fermented malt beverages, upon the premises of the Wildwood Softball Complex, and shall limit the sale of fermented malt beverages, to be served only in paper or plastic cups, plastic bottles or aluminum cans, to only those times when softball tournament activities, league play, or exhibition events are taking place at the Wildwood Softball Complex.
- e. Mid-Lake shall maintain a segregated Improvements Fund, separate and distinct from any bank accounts used for Mid-Lake's operational revenue and expenditures, and shall, on or before November 1 of each year of this Agreement, deposit \$10,000 in the Improvements Fund (the "Annual Deposit")<sup>1</sup>. Mid-Lake shall provide the City with proof of compliance regarding the Annual Deposit within 3 business days of when it makes the Annual Deposit. Mid-Lake may only withdraw funds from the Improvements Fund for capital expenses. All withdrawals must be approved by the City's Director of Public Works or the designee of the City's Director of Public Works (collectively "City's Director") in advance. Mid-Lake shall provide all details reasonably requested by the City's Director related to the expenditure in order for the City's Director to evaluate the request. Depending on the nature of the proposed expenditure, the City's Director may need to report the proposed withdrawal to the Common Council of the City of Sheboygan ("Common Council") or the Public Works Committee prior to being able to approve the proposed expenditure. For the avoidance of doubt, the City shall have no liability to Mid-Lake if the price of a proposed expenditure increases as a result of the passage of time while the City is reviewing the proposed expenditure. In the event that Mid-Lake ceases to conduct operations at Wildwood Softball Complex for any reason, the Improvements Fund shall revert to the City to be used for expenditures related to Wildwood Softball Complex.

## Section 2. Services Performed and Equipment Provided by the City.

At the commencement of this Agreement, the City shall provide Mid-Lake with the use of the following ballfield grooming, lawn mowing, and miscellaneous equipment that has traditionally been kept at the Wildwood Softball Complex:

- 1 Smithco ball diamond groomer
- 1 string trimmer
- 1 grease gun
- 14 existing picnic tables at the softball complex
- 1 fryer
- Garbage Cans

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<sup>1</sup> In the event that softball is not able to be played at Wildwood Softball Complex in 2020, no Annual Deposit for 2020 shall be required. However, Mid-Lake's responsibilities under this Agreement with respect to maintenance of the Wildwood Softball Complex shall still apply. In the event that softball operations at Wildwood Softball Complex are only limited in 2020, the parties may agree to reduce the Annual Deposit to an appropriate amount based on the amount of softball activity that was possible at Wildwood Softball Complex. The City Director shall have the authority to consent to this reduction on behalf of the City.

All maintenance, repair, and replacement of this equipment during the Term of Agreement shall be the responsibility of Mid-Lake.

During the Term of this Agreement, the City will provide the following services and supplies for the Wildwood Softball Complex:

- The City will provide Mid-Lake with use of the existing storage garage at the Softball Complex and use of one City Public Works Department dumpster. The City agrees to provide garbage collection services (but this garbage collection service will only be pursuant to the City's normal collection schedule; any additional garbage collection services shall be the responsibility of Mid-Lake).
- Mowing of playing fields once per week.
- Restroom supplies of toilet paper and hand towels.
- Playground maintenance to remain compliant with current standards.
- Tree trimming as needed to correct hazards and eliminate impediments to softball games.

At the discretion of the City Director, the Public Works Department may assist with maintenance and repair of items at Wildwood Softball Complex which are the responsibility of Mid-Lake under this Agreement.

During the Term of this Agreement, the following services will not be provided by the City and shall be the responsibility of Mid-Lake:

- Gas, oil, grease, or any maintenance, repair, or replacement of equipment.
- String trimmer string.
- Garbage bags.
- Flags.
- Plumbing and electrical repairs and maintenance.
- Ballfield supplies, such as Diamond Mix, Turface, and chalk.
- Waterline and sprinkler maintenance.
- Snow plowing.
- Provision of hand tools.
- Grooming work, including but not limited to mowing of fields more than once a week, grass and weed trimming, lawn rolling, infield and warning track grading.
- Maintenance and repair of all existing facilities, including but not limited to scoreboards, fencing, lighting (including bulb replacement), fields, bleachers, dugouts, and concession stands, except as otherwise provided in this Agreement.

Section 3. Term.

This Agreement shall be in force and in effect for an initial term commencing on the effective date of this Agreement and ending December 31, 2020.<sup>2</sup> If not earlier terminated as provided in Section 16 below, unless either party gives notice in writing to the other at least 30 days prior to the end of the initial or extended term, this Agreement shall automatically be extended for an additional one year term; provided, however, that this Agreement shall not be automatically extended beyond December 31, 2024.

Section 4. Cost.

Other than the Annual Deposit Requirement, the City agrees that Mid-Lake may have use of the Wildwood Softball Complex at no charge during the softball season for the purpose of softball activities which shall include appropriate practice sessions, league games, and Mid-Lake sponsored tournaments; exclusive concession rights for food and drink at the Wildwood Softball Complex during such time as Wildwood Softball Complex is open and being used for Mid-Lake sponsored softball activities, and the right to charge other designated teams, organizations, and clubs a fee for the use of the concession stand and equipment designated by Mid-Lake according to the predetermined and Common Council approved fee schedule in effect at the time of said use.

Section 5. Improvements and Modifications to the Wildwood Softball Complex by Mid-Lake.

Any park improvements or modification projects planned to be performed, contracted for, or supervised by Mid-Lake shall be submitted in writing to the City in advance for approval. Proposals shall contain a description of the planned project and be accompanied by drawings appropriate for the scale of the project, along with a funding plan outlining the project expenses and sources of funding. Mid-Lake shall be responsible for obtaining all required permits and inspections, and pay all associated fees. Any such approved park improvements or modifications to the Wildwood Softball Complex shall be free and clear of all liens and encumbrances and shall attach to the real estate and become the property of the City. All funding from Mid-Lake's gross revenues from operations of the Wildwood Softball Complex in a given year expended for such approved park improvements or modifications may be applied toward Mid-Lake's Annual Deposit Requirement for that given year.

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<sup>2</sup> The Parties note that this Agreement has been executed during a State of Emergency, in which certain public gatherings, including team sports, have been limited. This Agreement explicitly requires Mid-Lake to comply with all applicable laws when utilizing the Softball Complex. This could mean that Mid-Lake is not permitted to utilize the Softball Complex for softball until sometime after the normal start of its season.

Section 6. Financial Review.

On or before November 1 of each year of the Agreement, and within 5 days of a request from the City's Director, Mid-Lake shall make its financial records, as they exist at that time, available to the City for inspection. In addition, following a request from the City's Director, Mid-Lake will have—at its sole expense—an audited financial report prepared and submitted to the City.

Section 7. Nondiscrimination.

Mid-Lake shall not knowingly discriminate in its operations at Wildwood Softball Complex. This specifically includes discrimination against:

- Any City resident or residents, organized team or teams within the City in the activities of their organization insofar as Mid-Lake League play, Mid-Lake sponsored softball tournaments, or other Mid-Lake activities are concerned.
- Any organized softball club or clubs within the City in such a manner as to place upon such club or clubs conditions or costs that are inconsistent with City of Sheboygan approved rules, regulations, and fee schedules at the Wildwood Softball Complex.
- Any individual who attends as either a participant or spectator at any Mid-Lake sponsored softball activities at the Wildwood Softball Complex or any other City ballfields.

Mid-Lake explicitly agrees that membership in Mid-Lake shall remain open to all residents of the City of Sheboygan.

Section 8. Compliance with All Laws.

Mid-Lake shall comply with all federal, state, county, and city laws, rules, and regulations regarding its activities at the Wildwood Softball Complex.

Additionally, Mid-Lake agrees to abide by all rules, regulations, ordinances and resolutions as shall be established for the operation, maintenance and use of the Wildwood Softball Complex.

Section 9. Indemnification and Insurance.

To the extent permitted by law, Mid-Lake shall indemnify and defend the City of Sheboygan from any liability by reason of injury or death of any person or persons, or damage to property of any person or persons, arising out of Mid-Lake's activities, actions, or services at the Wildwood Softball Complex.

Mid-Lake shall procure and maintain a Commercial General Liability Insurance Policy with a policy limit of at least \$1 million dollars per occurrence and at least \$2 million dollars in the aggregate. This Commercial General Liability Insurance Policy shall name the City of Sheboygan as an additional insured. Within 15 days of the Effective Date of this Agreement and within 15 days of any change to Mid-Lake's Commercial General Liability Insurance Policy, Mid-Lake shall provide proof of this insurance policy to the City.

During the Term of this Agreement, Mid-Lake shall procure and maintain a fidelity bond on its Treasurer and any other officer responsible for the custody and control of Mid-Lake's finances. This fidelity bond shall be in an amount sufficient to protect Mid-Lake from loss by reason of acts of fraud or dishonesty on the part of the treasurer or other officer directly or through connivance with others. Within 15 days of the Effective Date of this Agreement and within 15 days of any change to the identity of the Treasurer or any other officer responsible for the custody and control of Mid-Lake's finances, Mid-Lake shall provide proof of this insurance policy to the City.

Section 10. Mid-Lake Board Membership.

Mid-Lake agrees that during the Term of this Agreement it will provide for its board of directors to be comprised of not less than 2 representatives of the City, as non-voting members.

Section 11. Termination.

This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of 30 days after written notice to the other party stating specifically the default.

In addition to any other action or inaction which could constitute a default under this Agreement, the following by Mid-Lake shall each constitute a default: (1) failure to timely make or provide proof of the Annual Deposit (time being of the essence); (2) an unauthorized expenditure from the Improvements Fund; and (3) the failure to make its financial records available to the City pursuant to this section (time being of the essence). If Mid-Lake defaults in one of these three ways, the City's Director may, in addition to any other remedy in law or equity, terminate this Agreement upon 7 days' written notice.

This Agreement may also be terminated by either party without cause upon 90 days advance written notice to the other party.

Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

Section 12. Other Provisions.

1. Amendment. This Agreement may be amended only by a writing signed by both Parties.
2. Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties, and, except as provided for herein, may not be assigned or transferred to a third party without the prior written consent of the other party. Any attempted assignment in violation of this section shall be void. Without in any way limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors and assigns.

3. Authority. Each person executing this Agreement represents and warrants that the execution and delivery of this Agreement has been duly authorized, that the person executing this Agreement has 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.
4. Counterparts. This Agreement may be executed in two or more counterparts and all such counterparts together shall constitute one and the same instrument.
5. Entire Agreement. This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter hereof.
6. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof, or any ruling, decision or other of a state or federal court or arbitrator with appropriate jurisdiction.
7. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
8. Notice. Any notice, consent, approval, request, or other communication required or permitted to be given pursuant to this Agreement (a "Notice") shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the Parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this sub-section. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

As of the Effective Date of this Agreement, the Addresses of Record are:

Sue Emmer  
 Mid-Lake Softball Organization, Inc.  
 2213 New Jersey Avenue  
 Sheboygan, WI 53081

City Clerk  
 City of Sheboygan  
 828 Center Ave.  
 Sheboygan, WI 53081

9. Right of Entry. For the avoidance of doubt, the City reserves, and shall at any time, have the right to enter and inspect the Wildwood Softball Complex at any time for any reason.
10. Severability. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

- 11. Taxes. Mid-Lake shall be responsible for any taxes that arise as a result of its usage of Wildwood Softball Complex pursuant to this Agreement.
- 12. Venue. Venue of any dispute related to this Agreement shall be Sheboygan County, Wisconsin.
- 13. Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

MID-LAKE SOFTBALL ORGANIZATION, INC.

CITY OF SHEBOYGAN

By: \_\_\_\_\_

By: \_\_\_\_\_

Michael J. Vandersteen  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Meredith DeBruin  
City Clerk

Date: \_\_\_\_\_

*Signature Page for Agreement Between Mid-Lake Softball Organization, Inc. and the City of Sheboygan Regarding Operations of Wildwood Softball Complex*

Authorized by Res. No. \_\_\_\_-20-21

III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Wolf and Sorenson.  
May 18, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with August Winter & Sons to rebuild the floating cover on Digester #6 at the Waste Water Treatment Plant and to make other expenditures related to rebuilding the floating cover.

WHEREAS, pursuant to Res. No. 164-19-20, the City has advertised for bids to rebuild the floating cover on Digester #6 at the Waste Water Treatment Plant (the "Work"); and

WHEREAS, the low bid for the Work was from August Winter & Sons, Inc. in the amount of \$485,000.00; and

WHEREAS, to avoid the appearance of serial contracting, there are additional expenditures related to the Work, at an estimated cost of \$84,250.00 for cleaning, asbestos abatement, start-up assistance, repairs, and contingency, which are not covered by the bid from August Winter & Sons, Inc.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with August Winter & Sons, Inc. to rebuild the floating cover on Digester #6 at the Waste Water Treatment Plant.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$569,250.00 from Account No. 60138300-631100 for the contract with August Winter & Sons, Inc. and the additional expenditures related to the Work.

PW.

\_\_\_\_\_  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
AUGUST WINTER & SONS, INC.**

**REGARDING DIGESTER #6 COVER REHABILITATION  
AT  
SHEBOYGAN REGIONAL WASTE WATER TREATMENT FACILITY**

This Agreement (“Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and August Winter & Sons, Inc. (“Contractor”).

WITNESSETH:

WHEREAS, the City is the owner of the Waste Water Treatment Plant at 3333 Lakeshore Drive, Sheboygan, Wisconsin (“Waste Water Treatment Plant”); and

WHEREAS, the City wishes to have the existing floating cover on Digester #6 at the Waste Water Treatment Plant rebuilt; and

WHEREAS, the City issued Request for Bids # 1984-20 to obtain bids from qualified providers of the services needed to rebuild the existing floating cover on Digester #6 (“Services”); and

WHEREAS, the City has opened the bids, and determined that the bid from Contractor (“Bid”) is the lowest responsive and responsible bid for the Services; and

WHEREAS, a copy of the Bid is attached to this Agreement as Exhibit 1; and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

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

**Article 1. Scope of Services**

Contractor shall complete the Services necessary to rebuild the existing floating cover on Digester #6 per the Contract Specifications attached to this Agreement as Exhibit 2 and the Contract Drawings attached to this Agreement as Exhibit 3. This includes the provision of all necessary labor, equipment, licenses, permits<sup>1</sup>, bonds, and travel expenses.

**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 Owner’s Representatives shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Owner’s Representatives 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 Agreement.

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

**Article 3. Responsibilities of the City**

The City believes portions of the existing equipment contain asbestos bearing construction materials. It is the responsibility of the City to have these materials removed from the equipment prior to the mobilization of the Contractor.

The City designates Bernie Rammer and Steve Jossart as Owner’s Representative for purposes of this Agreement. If the Owner’s Representative deems it appropriate, the Owner’s Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

**Article 4. Compensation**

The City shall pay Contractor for the Services an amount not to exceed \$485,000.00.

Invoices shall be submitted pursuant to the Contract Specifications.

**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.

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

**Article 6. Performance and Payment Bond**

Contractor shall, within fifteen (15) days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

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

**Article 7. Schedule**

Contractor shall commence work after receiving a Notice to Proceed from the Owner's Representative. At that point, Contractor shall commence work promptly, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed.

Contractor shall complete the services within sixty (60) days of receipt of the Notice to Proceed, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The Owner's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

**Article 8. Liquidated Damages**

In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of Four Hundred and 00/100 Dollars (\$400.00) 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, delay to other work scheduled at the Waste Water Treatment Plant, and other items which have caused an expenditure of public funds resulting from Contractor's failure to complete the work.

Permitting Contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

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

Contractor's Warranty for the Services is set forth in the Contract Specifications.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of

establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the Owner's Representative. The approval by the Owner'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 Owner'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 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's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

**Article 11. Open Records**

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this Agreement 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 Agreement, 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. 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 13. 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 Owner'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 14. 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 15. 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 16. 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 17. 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 18. Third Party Rights**

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

**Article 19. 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 20. 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 21. 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 the Federal Occupational Safety and Health Act and the Wisconsin Administrative Code, Chapter 35, Safety in Construction.

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 22. Notices**

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

**City:**

**Contractor:**

City Clerk		
City of Sheboygan		
828 Center Ave.		
Sheboygan, Wisconsin 53083		

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

**Article 23. 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 24. 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 25. 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. Notice of Award
4. The Request for Bids (including all attachments)
5. All Addenda to the Request for Bids
6. Contractor's Bid Response (including the Items to be Attached)
7. All Other Submittals by Contractor
8. The Performance and Payment Bonds

(collectively "the Contract").

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

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

**Article 26. 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 27. 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 Owner's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the Owner's Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

4. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

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

**CITY OF SHEBOYGAN, WISCONSIN**

**AUGUST WINTER & SONS, INC.**

**BY:** \_\_\_\_\_  
Michael J. Vandersteen, Mayor

**BY:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

REQUEST FOR PROPOSAL  
CITY OF SHEBOYGAN  
WASTEWATER TREATMENT FACILITY  
DIGESTER #6 COVER REHABILITATION

PROPOSER INFORMATION AND COST FORM

Company Name August Winter & Sons, Inc.

Address 2323 N Roemer Road

Appleton, WI 54911

Coatings Subcontractor Howard Grote

**Proposal Cost**

The following is the proposed price the above named company will agree to as the cost to provide all work defined in the attached Digester #6 Floating Cover Mechanical Scope of Work and Digester #6 Floating Cover Surface Preparation and Coating Scope of Work.

General Management and Mobilization: \$10,000

Cover Removal and Cribbing: \$50,000

Cleaning and Inspection: \$25,000


Cover Skirt Removal and Replacement: \$95,000

Surface Preparation and Coating: \$250,000

Cover Installation: \$50,000

Balancing and Final Inspection \$5,000

**Total Price:** \$485,000

Authorized Signature: 

Printed Name: Travis Glennon

Date: May 5, 2020

Proposal Contact Name: Eric LeBlanc

Address: 2323 N Roemer Road

Appleton, WI 54911

Telephone Number: 920-739-8881

Email: eleblanc@augustwinter.com

**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. The listing in the specifications of any article, material, operation, process or method means that the Contractor shall provide each item listed, of quality noted and subject to qualifications noted, and the Contractor shall perform each operation so prescribed according to the conditions stated, furnishing therefore all necessary labor, materials, equipment, and incidentals required to complete the work.
- C. In the absence of any specific instruction or specification, workmanship of equal quality to that specified elsewhere in these documents, or as approved by the Engineer shall be employed.

**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 MECHANICAL 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.
  - 1. Prepare the cover to be lifted off the corbels.
    - a. Fabricate and attach lifting lugs per OEM lifting plan.
    - b. Provide access for safe removal of ballast blocks.
    - c. Remove ballast blocks from skirt and set inside digester. Mark and label exact location for each block so after the steel is painted the blocks can be placed in the same location to ensure the cover remains balanced.
  - 2. Lift and crib cover to provide access for cleaning and repairs.
    - a. Estimated weight is 80 tons without ballast blocks.
  - 3. Remove roller guides and rollers.

## Exhibit 2

- a. Rollers will be rebuilt by WWTP staff after removal.
4. Inspect cover with WWTP Staff.
  - a. Water blast cover as needed so that the skirt, roof and structural members can be inspected.
  - b. WWTP staff will determine if there are items outside the scope that will require repairs or replacement. Items may include structural members, ballast block supports etc.
5. Repair steel structure.
  - a. Remove and replace the entire skirt.
  - b. Remove sampling port on top of cover and make a cover to bolt to existing flange.
  - c. Replace gaskets for man ways and access covers. All gaskets will be ¼" thick Neoprene with a 60 Durometer hardness.
  - d. Ballast supports will be re-used.
  - e. Repair pad for broken guide roller.
  - f. Provide leak testing on all new welds per cover manufacturers recommended test method.
  - g. Properly dispose of all scrap steel and other waste materials.
6. Re-install cover and all components after the application of the coating system is complete.
  - a. Install roller guides and rollers.
  - b. Install digester cover.
  - c. Install ballast blocks in their original location.
7. Balance Cover
  - a. Digester will be filled with water to float the cover by WWTP staff.
  - b. Balance cover and add weight as needed to level cover within OEM specifications. Follow manufacturers recommended method.
8. **Alternate**

Perform, in conjunction with the owner, an inspection of the skirting (#5a above) to determine if the condition of the skirting is such that it could be restored more economically than complete replacement. If the Contractor and Owner mutually agree that the condition of the skirting lends itself to restoration and is more economical than complete replacement, negotiate a change order for the work. (Note: owner has in his possession, the proper diagnostic tools to perform an analysis of the metal thickness and will deploy this resource during the inspection.

\*Contractor's welding procedures, equipment, and welding operators shall be qualified and certified in accordance with the requirements of American Welding Society (AWS)

\*\*Contractor shall perform all field welding in conformance with information shown on Manufacturer's drawing regarding location, type, size and length of all welds and in accordance with applicable AWS standards.

### 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 Owner/ Engineer. They will refer questions of interpretation of the Documents to the Owner/ Engineer for decision.
- 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.

## Exhibit 2

- 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 prosecution 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 Department, Fire Department, Health Department, Department of Water Supply, Gas and Electricity, Department of Highways and all State and Federal agencies having jurisdiction.
- B. Contractor shall obtain and pay for all permits, fees and inspections required by such agencies.
- C. Contractor shall pay for legitimate costs required by private utility and communication companies.

### 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.

Exhibit 2

- 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 Institute
    - c. ASHRAE - American Society of Heating, Refrigeration and Air Conditioning Engineers
    - d. ASME - American Society of Mechanical Engineers
    - e. ASTM - American Society of Testing Materials
    - f. IPCEA - Insulated Power Cable Engineers Assoc.
    - g. NBS - National Bureau of Standards
    - h. NEMA - National Electrical Manufacturers Assoc.  
NFPA - National Fire Protection Assoc.
    - j. OSHA - Occupational Safety and Health Act
    - k. UL - Underwriters Laboratories
    - l. MSS - Manufacturers Standardization Society
    - m. AISC - American Institute of Steel Construction
    - n. AWS - American Welding Society
    - o. SMACNA - Sheet Metal and Air Conditioning Contractors National Assoc.

**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

Exhibit 2

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

## Exhibit 2

- 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 decrees 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 to 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

## Exhibit 2

- 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:
- B. "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 general public.

**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, upon proper action 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.
- C. No claim for an addition to the contract price will be valid unless authorized as aforesaid.
- D. 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.

- E. 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 owner 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

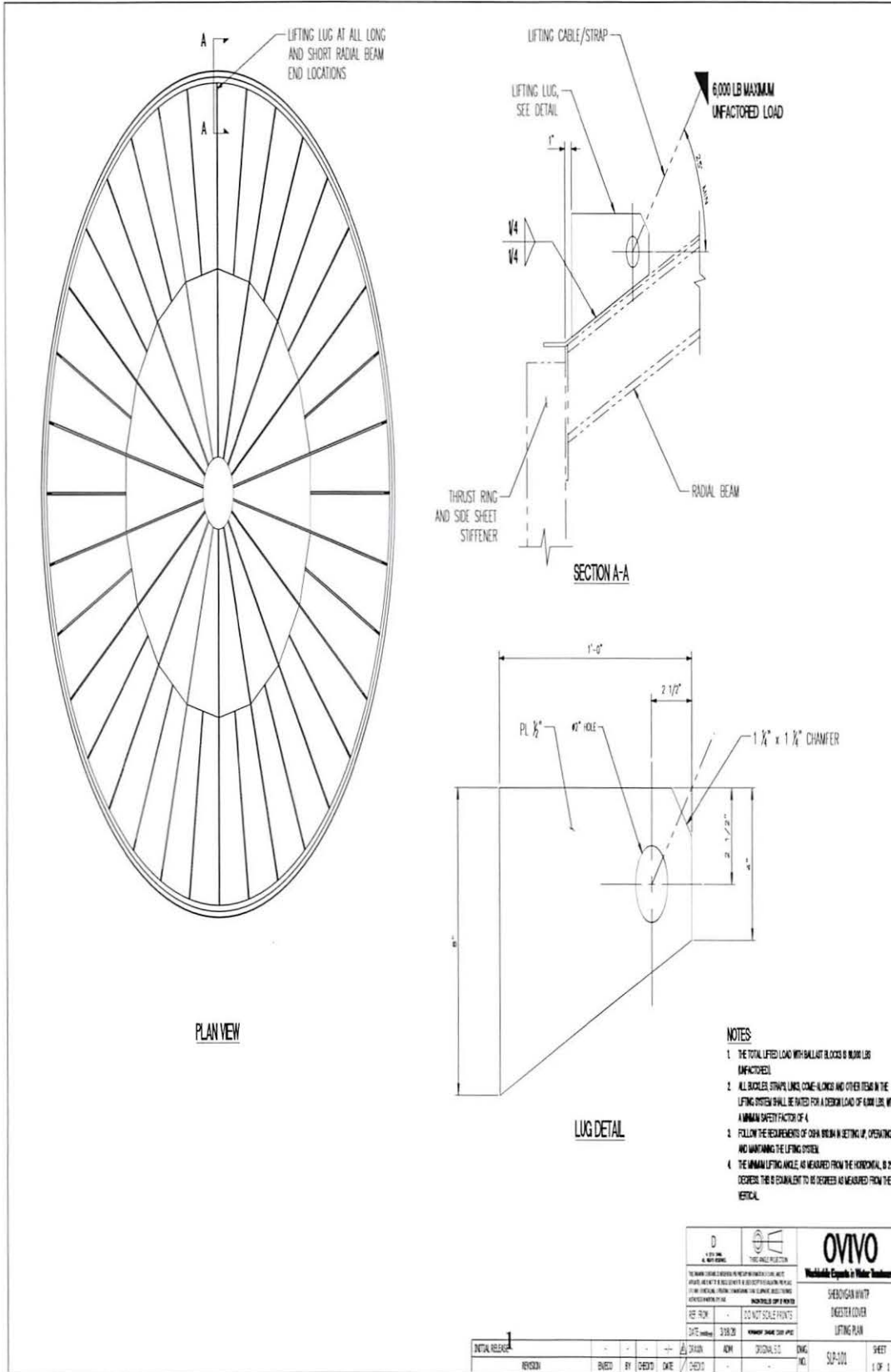
## Exhibit 2

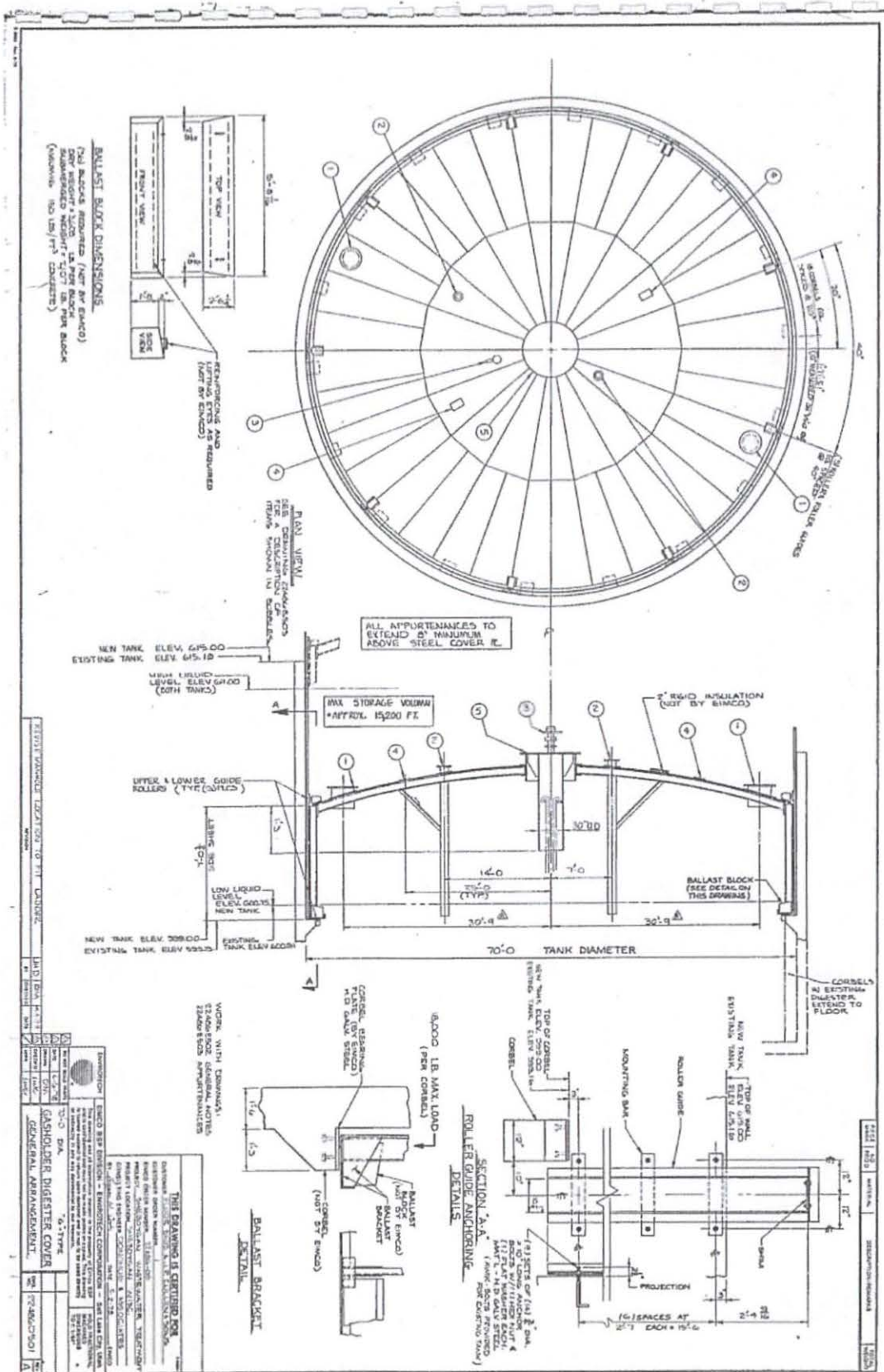
caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers, the Contractor shall indemnify and save harmless the Owner and Engineer and their officers or agents, from all losses, damages, costs, expenses, judgments or decrees arising out of such action.

### 1.40 DETAILED PAINT SPECIFICATION

9. Blast all surfaces to SP-10 and utilize the proper surface profile per the coating manufacturer's requirements.
    - a. The cover and all associated support members, rollers and roller guides shall be blasted and coated.
    - b. Contain spent blast media and dust associated with sand blasting from leaving area. Tarp areas as needed to contain these wastes from being emitted.
    - c. Properly dispose of all sandblast wastes.
    - d. Clean area after completion of project.
    - e.
  10. First Coat: Tnemec Series 1 primer to 3 – 5 mils DFT or equivalent.
  11. Second Coat: Tnemec Series N69 to 3 – 6 mils DFT or equivalent.
  12. Third Coat: Tnemec Series N69 to 3 – 6 mils DFT or equivalent.
  13. Fourth Coat for exterior surfaces only: Tnemec Series 73 Topcoat 2 – 4 mils DFT or equivalent for UV protection.
  14. Touch-up coating will include confined space entry after the cover has been re-installed.
    - a. Interior areas will need to be accessed using scaffolds/ladders to touch up areas on the skirt where ballast blocks are re-installed and where lifting devices were used to install ballast blocks as well as any other area where the coating was compromised.
  15. Provide a coverage report documenting the dry film thickness (DFT) of each coat. A minimum of 30 DFT readings per quadrant of the cover will be required for each coat.
- \*All coatings shall be applied per manufacturers recommended application guidelines.

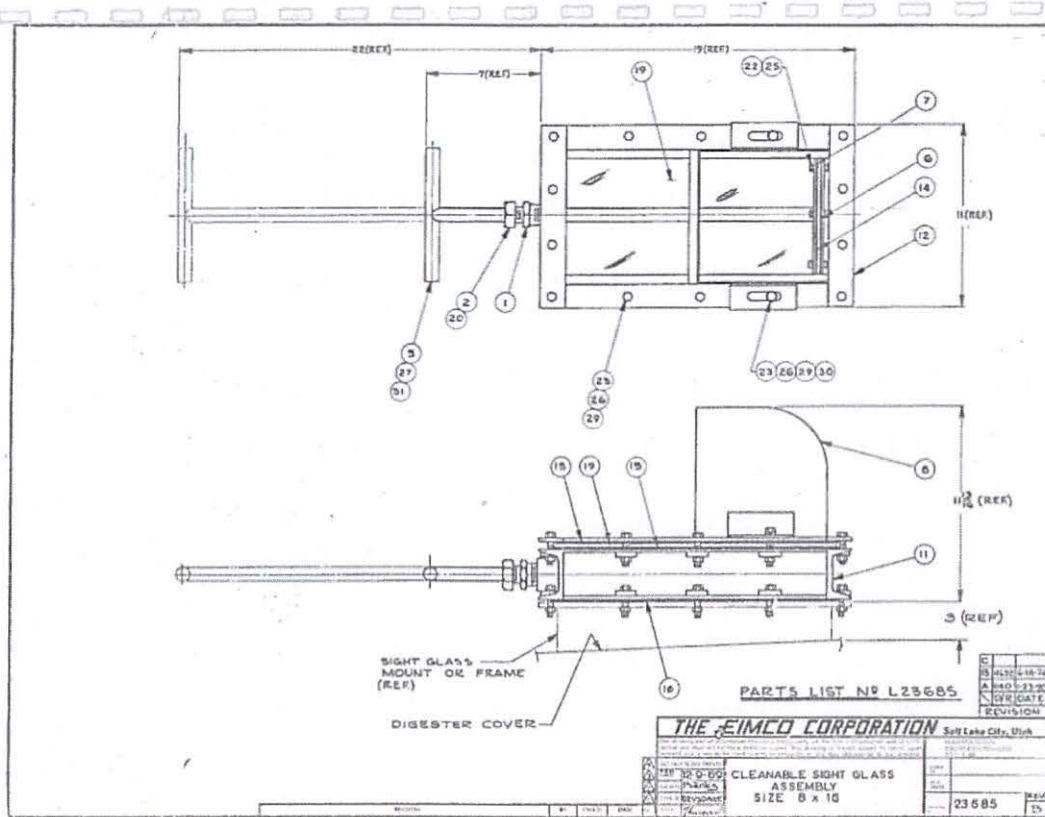
Exhibit 3

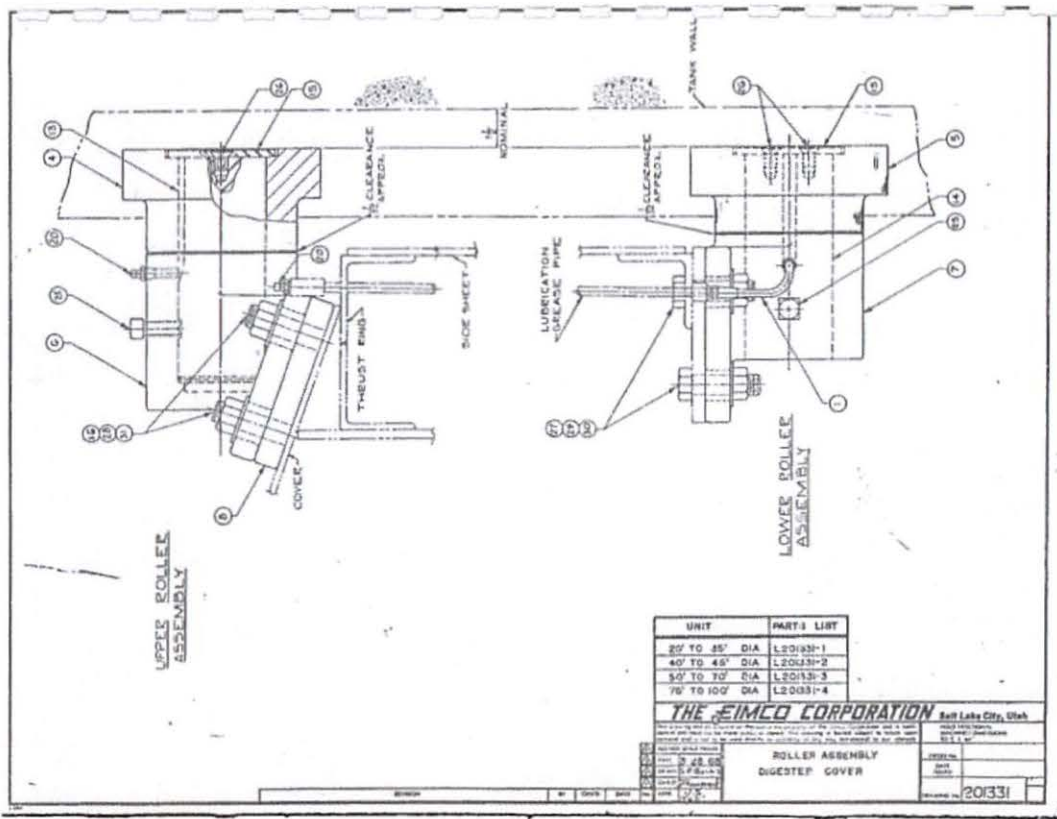








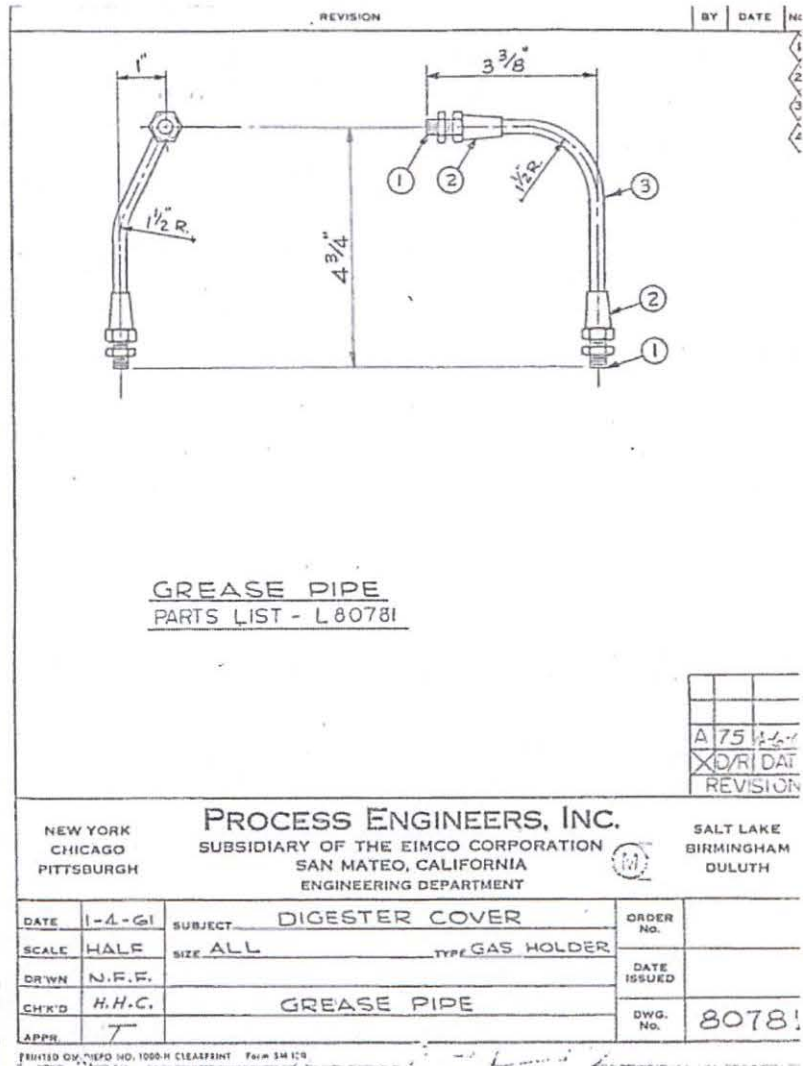




UNIT	PART LIST
20' TO 25' DIA	L20133-1
40' TO 45' DIA	L20133-2
50' TO 70' DIA	L20133-3
70' TO 100' DIA	L20133-4

**THE SIMCO CORPORATION** Salt Lake City, Utah

QUANTITY PRICE TOTAL DATE DRAWN BY CHECKED BY APPROVED BY	ROLLER ASSEMBLY DIGESTER COVER	20133
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	PIECE MARK	NO. REQD	MATERIAL	DESCRIPTION/REMARKS	TOTAL WEIGHT																							
<p><b>NOTES</b></p> <p>1. ASTERISK (*) DENOTES VARIANCE FROM ORIGINAL CONTRACT DOCUMENTS AND SHOULD BE PARTICULARLY NOTED.</p> <p>2. EIMCO FURNISHES GAS HOLDER COVERS TO SUIT TANK AS SHOWN, BUT IS NOT RESPONSIBLE FOR CONCRETE DESIGN. CUSTOMER WILL PROVIDE REINFORCING STEEL FOR CONCRETE WORK AND DETERMINE THE SIZE OF WALLS AND FOOTINGS TO SUIT LOCAL CONDITIONS.</p> <p>3. EIMCO WILL FURNISH (2) STEEL DISGESTER COVER(S) WITH GUIDE ROLLERS, ROLLER GUIDES, AND OTHER APPURTENANCES AS SHOWN AND NOTED ON DRAWING 22466-0501 &amp; 22466-0502.</p> <p>4. EIMCO DOES NOT FURNISH CONCRETE, PIPING, VALVES, PIPE SUPPORTS OR FITTINGS, WALL BRACKETS, CORNERS, COVER FOR OVERFLOW BOX, OVERFLOW STING, OIL OR GREASE FOR LUBRICATION, FIELD ERECTION, FIELD WELDING OR WELD ROD, WIRE FOR TESTING, OR PAINT EXCEPT AS SPECIFICALLY NOTED.</p> <p>5. ESTIMATED TOTAL WEIGHT OF COVER = <u>20,000</u> LBS.</p> <p>6. APPROXIMATE FIELD WELDING = <u>1,600</u> LINEAR FEET.</p> <p>7. EIMCO IS NOT RESPONSIBLE FOR DAMAGE, LOSS, OR INJURY RESULTING FROM USE OF DISGESTER EQUIPMENT HANDLING OR CONTAINING COMBUSTIBLE GAS MIXTURES.</p> <p>8. FOR FURTHER CONCRETE AND PIPING DETAILS, REFER TO PLANS FOR WASTEWATER TREATMENT PLANT CITY OF SHERBOGAN WISCONSIN - DONOHUE AND ASSOCIATES (ENGINEERING ENGINEERS).</p> <p><b>9. SURFACE PREPARATION AND SHOP PAINTING REQUIREMENTS</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="3">SURFACE PREPARATION</th> </tr> <tr> <td>INTERIOR STEEL</td> <td>SPFC-SP20</td> <td>COMMERCIAL SANDBLAST</td> </tr> <tr> <td>EXTERIOR STEEL</td> <td>SPFC-SP20</td> <td>COMMERCIAL SANDBLAST</td> </tr> </table> <p>10. CARE SHOULD BE TAKEN WHEN LOCATING ALL PIPING AND PIPE SUPPORTS IN AND AROUND THIS DIAMETER COVER TO BE SURE THEY DO NOT INTERFERE WITH COVER MOVEMENT AND OR TANK APPURTENANCES.</p> <p>11. STEEL TO BE PAINTED WITHIN 2" OF ALL FIELD WELDS.</p> <p>12. ALL WELDING IS TO BE SHIELDED ARC WELDING AND SHALL CONFORM TO A.W.S. STANDARDS FOR GAS-TIGHT WELDING.</p>						SURFACE PREPARATION			INTERIOR STEEL	SPFC-SP20	COMMERCIAL SANDBLAST	EXTERIOR STEEL	SPFC-SP20	COMMERCIAL SANDBLAST														
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INTERIOR STEEL	SPFC-SP20	COMMERCIAL SANDBLAST																										
EXTERIOR STEEL	SPFC-SP20	COMMERCIAL SANDBLAST																										
<p><b>15. COVER OPERATING CONDITIONS</b></p> <p>WITHOUT BALLAST AND WITHOUT SNOW OR LIVE LOADS, NORMAL OPERATING PRESSURE WILL BE <u>0</u> W.C.</p> <p>WITH CONCRETE BALLAST AS SHOWN ON DRAWING 22466-0501, NORMAL COVER OPERATING PRESSURE WILL BE <u>0</u> W.C. (BALLAST TOTALLY SUBMERGED)</p> <p>PRESSURE (VARIABLE WITH ALL BALLAST OUT OF LIQUID) WILL BE <u>10.0</u> W.C.</p> <p>PRESSURE RELIEF - VACUUM BREAKER VALVE WILL BE SET TO RELIEVE AT <u>0</u> W.C. PRESSURE AND <u>1</u> W.C. VACUUM. REGULATION TO WASTE GAS BURNERS, HEATING EQUIPMENT, ETC., SHOULD BE SET ACCORDINGLY.</p> <p>14. STEEL TO HAVE <math>\frac{3}{4}</math> MIN. THICKNESS.</p> <p>15. HOLES IN COVER PLATES FOR ALL APPURTENANCES TO BE BURNED IN THE FIELD.</p> <p>16. COVER IS DESIGNED FOR SNOW VACUUM &amp; LIVE LOADS = 30 P.S.F.</p>																												
<p><b>THIS DRAWING IS CERTIFIED FOR</b></p> <p>CUSTOMER: <u>CITY OF SHERBOGAN WISCONSIN</u></p> <p>CUSTOMER ORDER NUMBER: <u>1</u></p> <p>EIMCO ORDER NUMBER: <u>22466-050</u></p> <p>PROJECT: <u>THE BOYD WASTE WATER T.P.</u></p> <p>PROJECT LOCATION: <u>100 CENTRAL AVE</u></p> <p>CONSULTING ENGINEER: <u>DONOHUE &amp; ASSOCIATES</u></p> <p>BY: <u>[Signature]</u> DATE: <u>5-2-78</u></p> <p>EIMCO P.M.D. ENVIROTECH CORPORATION</p>																												
<p>WORK WITH DRAWINGS 22466-0501 &amp; 22466-0502</p>																												
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Revision BY: [ ] DATE: [ ]					DWG. NO. <u>22466-0502</u>																							



PIECE MARK	NO. REQ'D	MATERIAL	DESCRIPTION/REMARKS	TOTAL WEIGHT
COVER APERTURES FOR EACH COVER AS INDICATED BY BUBBLES ON DRAWING 22466D501				
①			30" OUTSIDE DIA MANHOLES WITH BOLTED COVER AND NEOPRENE GASKET (2 PROVIDED)	
②			8" DIA SCH 20 SAMPLE TUBES WITH BOLTED COVER AND NEOPRENE GASKET (2 PROVIDED)	
③			4" DIA SCH 40 NOZZLE WITH 4" VAREC FIG 5000-B1 PRESSURE-RELIEF-VACUUM-BREAKER-VALVE WITH FLAME ARRESTER AND NEOPRENE GASKET (1 PROVIDED)	
④			8" x 16" GAS-TIGHT CLEANABLE SIGHT GLASSES WITH CLEANING ROD WIPER (2 PROVIDED)	
⑤			4" I.D. CENTER RING WITH BOLTED AND GASKETED COVER/FLOTATION BOWNET ASSEMBLY.	

**THIS DRAWING IS CERTIFIED FOR** AS PER

CUSTOMER ELIOTT BRIDGE & J.P. CULLUM & SONS

CUSTOMER ORDER NUMBER 1

EMCO ORDER NUMBER 22466-02


PROJECT SHEBOYGAN WASTEWATER TREATMENT PLANT

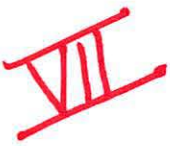
PROJECT LOCATION SHEBOYGAN, WIS.

CONSULTING ENGINEER DONOHUE & ASSOCIATES

BY [Signature] DATE 3.1.78

EMCO PMD, ENVIROTECH CORPORATION

 <b>ENVIROTECH</b>	<b>EMCO PMD - ENVIROTECH CORPORATION - Salt Lake City, Utah</b> <small>This drawing and all information thereon is the property of Enviro PMD and is confidential and must not be made public or copied. This drawing is loaned subject to return upon demand and is not to be used directly or indirectly in any way detrimental to our interests.</small>	<small>HOLD FRACTIONAL MACHINED DIMENSIONS TO ± .125"</small>
<small>DO NOT SCALE DRAWING</small> DATE <u>11.27.78</u> DRAWN <u>DNA</u> CHECKED <u>[Signature]</u> APPR <u>[Signature]</u>	<b>COVER APERTURES</b>	DWG NO. <b>22466B503</b>
REVISION BY CHECKED DATE		<small>1.208 Rev. 8/77</small>



R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. May 18, 2020.

Your Committee to whom was referred R. C. No. 301-19-20 by Finance and Personnel Committee to whom was referred R. O. No. 155-19-20 by Finance Director submitting the Operational and Organizational Assessment report dated February 7, 2020 with regard to the City of Sheboygan Finance and Human Resources Departments which was prepared by CliftonLarsonAllen LLP ("CLA") pursuant to Res. No. 206-18-19 adopted on April 15, 2019; recommends filing the document.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

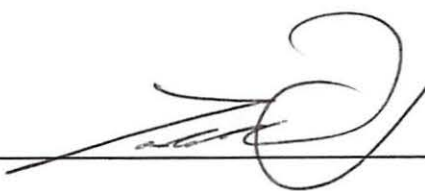
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

R. C. No. 301 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
April 8, 2020.

Your Committee to whom was referred R. O. No. 155-19-20 by Finance Director submitting the Operational and Organizational Assessment report dated February 7, 2020 with regard to the City of Sheboygan Finance and Human Resources Departments which was prepared by CliftonLarsonAllen LLP ("CLA") pursuant to Res. No. 206-18-19 adopted on April 15, 2019; recommends referring to the Finance and Personnel Committee of the 2020-2021 Council.

*FAP  
2020-2021  
file*

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

R. O. No. 155 - 19 - 20. By FINANCE DIRECTOR. February 17, 2020.

Submitting the Operational and Organizational Assessment report dated February 7, 2020 with regard to the City of Sheboygan Finance and Human Resources Departments which was prepared by CliftonLarsonAllen LLP ("CLA") pursuant to Res. No. 206-18-19 adopted on April 15, 2019.

\_\_\_\_\_

Finance Director

Finance +  
Personnel



February 7, 2020

## Operational and organizational assessment

# CITY OF SHEBOYGAN — FINANCE & HUMAN RESOURCES DEPARTMENTS

*Prepared by:*

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February 7, 2020

Mr. Marty Halverson  
Finance Director  
City of Sheboygan, Wisconsin  
828 Center Avenue  
Sheboygan, WI 53081

Dear Marty,

On behalf of CliftonLarsonAllen LLP ("CLA") and the members of our client service team, we are pleased to present our report on the Organizational and Operational Assessment performed for the City of Sheboygan, Finance and Human Resources Departments. We have captured observations and developed recommendations that we feel will enhance the organizational structure as well as improve operational effectiveness and efficiency of the departments, including control enhancements, resource optimization, and role modifications/enhancements to ensure appropriate reporting of financial information.

We appreciate this opportunity to serve you. Per CLA leading practices, this report is a draft and will not be considered final until you have had the opportunity to review and provide feedback. Subsequent to your review, we welcome the opportunity for a collaborative discussion in working to a final report.

Sincerely,

**Bill Judd, MBA**  
**Senior Director, Client Services**  
262-370-4423  
[bill.judd@CLAconnect.com](mailto:bill.judd@CLAconnect.com)

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## Project Background and Scope

CLA performed an Operational and Organizational Assessment for the City of Sheboygan Finance and Human Resources Departments.

The scope of services encompassed performing an Operational and Organizational Assessment. Specific assessment activities included:

- Review and assess the organization structure and operational practices.
- Review and assess the efficiency of department operations in relation to staffing.
- Review and assess process workflow and process information flow within and outside the Finance and Human Resources Departments.
- Evaluate key processes to determine overall effectiveness and identify risks/controls including Segregation of Duties and Delegation of Authority.
- Review and assess Process Documentation and Policies and Procedures.
- Develop recommendations that will enhance the organizational structure and operations.

In conjunction with the review, interview discussions were held with personnel within Finance, Human Resources and other key stakeholders within the city who interact with those departments.

Substantive testing and detail review procedures were not performed as part of this review. The items identified are based solely on discussions with key stakeholders.

## Description of Work Performed

Interviews were conducted with the below indicated personnel. The individuals represented from the Finance, Human Resources Departments and other key stakeholders within the city, which included:

- |                       |  |
|-----------------------|--|
| 1. Darrell Hofland    | City Administrator                       |
| 2. Marty Halverson    | Finance Director                         |
| 3. Bernard Rammer     | Purchasing Agent                         |
| 4. Sandy Diener       | Accounts Payable Clerk                   |
| 5. Doris Ramminger    | Accountant                               |
| 6. Tou Lee            | Accountant – Finance and Human Resources |
| 7. Stacey Strittmater | Senior Accountant                        |
| 8. Laurie Suhrke      | Analyst/Auditor                          |
| 9. Dawn Repinski      | Cashier/ Administrative Assistant        |
| 10. Sandy Rohrick     | Human Resources Director                 |
| 11. Jenny Lawrence    | Benefits Administrator                   |
| 12. Sandy Halvorsen   | Payroll Administrator                    |
| 13. Eric Bushman      | Information Technology Director          |
| 14. Bob Bluske        | Information Technology Business Analyst  |
| 15. Melissa Ness      | Human Resources Generalist               |
| 16. Carrie Arenz      | Assistant to the City Administrator      |



## Interview Responses

Discussions were open and candid with the Interviewees. We felt that the interviewee responses were forthright and that responses were neither guarded nor circumspect during the discussions. The goal was to identify trends and themes verses capturing specific statements from individuals.

The interview discussions covered many topics, functions, areas as it concerned or related to the Finance and Human Resources Departments and/or their interactions with such, along with input regarding overall City of Sheboygan observations.

## Summary of Observations

CLA identified the following, based on the interview response information obtained and client data supplied. The observations and related opportunities for improvement relate to people, process, and policy. The observations are listed by similar area or type and not in an order of perceived priority and risk.

No substantive testing or independent validation was performed regarding the observations indicated.

## Observations - Organizational Assessment:

The organizational assessment included reviewing and assessing the Finance and Human Resources departments' organizational structure and practices in relation to the departments' strategic plans, roles and responsibilities, services provided, staffing levels, and workload. The review and analysis included items such as training, cross-training, succession planning, resource utilization and alignment and role modifications or enhancements.

In general, our assessment brought to light items that exist within the City organizations that may not be optimal but which are not unable to be "fixed/corrected". Some of the observations are systemic of underlying practices that have carried forward for what appears to be a number of years. Addressing the underlying issues along with establishing a plan to work forward on the items addressed within the Finance and Human Resources Departments will help to establish a sustainable, efficient, and growing departmental culture into the future.

### Overall:

There appears to be a lack of accountability to the Finance and Human Resources Departments at the city. Departments do not process items timely including approval of employee time for processing by payroll, properly informing Human Resources and payroll of date/time of terminations of employees, dragging their feet on budget preparations, and having a habit of bringing all things "numbers" to the finance department to have it done for them. Employees are not being held responsible for the "numbers" parts of their jobs. The executive management of the City is also not holding the departments accountable for their finances by not requiring a monthly close process and monthly financial generation with accountability of budget to actual. Ultimately, the Common Council is not holding the city employees accountable throughout the year for the financial operations (revenue and expenses) of the city, and an underlying duty of stewarding the tax dollars of the entire community.



### **Recommendation:**

Common Council and executive management need to hold the city employees accountable specifically as it relates to finances. Managers/ supervisors that are getting paid to be the supervisor need to be held responsible for the required duty of approving their employee hours by the processing deadline date. Time and expenses are wasted trying to track down supervisors for approvals creating inefficient and stressed payroll processing which can result in errors. Budgets need to be created timely within the budgeting process. Review and analysis of budget to actual expenses needs to be performed on a systematic basis starting with the distribution/availability of monthly financial reports. Finally, the executive management needs to push for the migration to and use of the integrated MUNIS system from the AS400 system that is still in use after 10 years of the MUNIS system being in place. The desire of the executive management to set the example to the entire organization of a “new decade approach” regarding the fiscally responsible and accountable leadership and management style would be able to be cascaded throughout the City’s departments and will result in a much more cohesive and responsive management team and style.

Another planning and management tool that should be more fully utilized is the Strategic Plan for the overall city. The first and current strategic plan is for 2017-2021 and has been updated for 2019-20 goals. Ideally this plan would act as a guide and roadmap to reach the goals that the city establishes. All departments should develop a departmental strategic plan with the roadmap of how their department will work to achieve their goals which allows the city to reach its strategic plans. It was noted that numerous statistical data goals are being established each year and progress/ achievement reported. The development of a strategic plan and the related department strategic plan goals will give the Common Council, management, and employees a resource to look to for guidance in daily operations as well as toward long term goals and achievements. Ongoing reference to and use of the departmental strategic plans will help the City to properly use the strategic plan as the roadmap that it is designed to be to accomplish the overall goals of the City.

### **Finance Department:**

*Culture.* The culture within the Finance Department reflects the type of leadership and level of direction and accountability that it had experienced for numerous years under previous management.

The previous Finance Director controlled just about every detail and aspect of the city. She prepared and posted all journal entries (with little or no supporting documents), handled all the cash and investment reconciliations, a vast majority of the budgeting process, and typically overtook tasks of her employees versus delegating tasks out to the staff. Many departments looked to the Finance Director to take care of anything and everything, which she did. This created a dependency and lack of ownership within the department itself and the city as a whole. It appears that little or nothing was pushed down or delegated to any of the Finance Department team to process or handle. This micro-managing, controlling management style has resulted in little or no Segregation of Duties, very few written Policies & Procedures, and minimal Delegation of Authority on the ERP system (MUNIS). Additionally, this management style led to accepting the status quo on the tasks that the other Finance Department employees were responsible for and creating an attitude of “someone else will do it, it’s not my responsibility” and no drive to go “above and beyond” for any issue.



While new management has been in place for over a year now, the attitude and style of the old management still can be felt in the daily operations of the department. The department lacks a sense of purpose, ability to or willingness to collaborate, a willingness to “step out of the box” and try a new idea, to “take the bull by the horns” and attack a new way of doing something or overcoming an existing issue. The employees appear to like and want changes but they do not know what to do with the opportunities to make changes when given them. They appear to be receptive to certain changes and actually want them but they do not know how to react when given the change due to the years of micro-management and lack of ability to ask questions and receive guidance on those questions. The results are task oriented, specific duty focused employees that work with each other when necessary, but not collaboratively. This is evident in the lack of integrated processes, incomplete technology utilization and collegial integration across the team. References to tasks not being “my job” exist while there is an overriding belief that they are not overwhelmed with daily tasks. Due to this laid back attitude it is hard to determine if there is a true lack of staffing or a lack of staff willing to step up and take on more responsibility and streamline existing work and tasks. Individually, the team appears competent and capable of doing their structured current daily tasks but it is unclear as to if they will be able to step up to move forward to meet the future needs of the city. The new management had success in the hiring of a Senior Accountant, who unfortunately has moved on, but showed that there is a need to have both new and existing employees have a desire to pick up new tasks along with their daily tasks in order for the Finance Department to accomplish its identified “Tasks to Accomplish List”. Currently, the tenured management employees have not been pro-active in taking on new tasks “on top of” their existing tasks. While they may be willing to work on a task, it appears that they let their normal tasks slide until the new task is complete. This appears to be more of a mis-prioritization of time and necessary duties than a lack of available time. New management hires have been very pro-active in stepping up to address needs on the task list. Current management may need to attach performance plan goals to the tasks on the task list and stress the “consequences” of not meeting goals. It appears that an incentive for employees to step-up to new expected department strategic plans may need to be put in place to encourage the desired behavior. That incentive for a desired behavior may be that non-achieving of the tasks and goals is not acceptable on a long term basis. Finance management will need to have the executive management team backing and in agreement with any hard line action taken to encourage all employees to actively strive to continuously work towards making the department stronger.

At the present time, there is a clear lack of cohesiveness between the teams, both within the individual departments and the interdepartments of Finance and Human Resources. It appears that some of the divisiveness is perceptions of co-workers not having equal workloads to accomplish and being at different pay grades due to length of time with the organization, not necessarily type of position or job performance. There also appears to be personality conflicts that then result. Perhaps some ways to help to mitigate these conflicts is to do a couple of fun team building activities (a community project like adopt a family or child for a holiday, a white elephant gift exchange for the holiday, a sports team themed day, or a themed food day), offering options for training / cross-training (give options for things that interest them to cross-train in as long as there is not a Segregation of Duties issue and offer general excel and word class training), work with Human Resources to aggressively attack the item noted within this report regarding standardizing job descriptions and pay rate-salary levels analysis working towards less emotionally charged titles and pay ranges. We received the following quote during interviews, “We could be a really good team...we could...but too much animosity.”



Ultimately, the Finance Department will need to be structured with people capable and willing to advance forward with learning new technologies and methods of accomplishing the work that needs to be done. Six full time employees within this area along with the part-time purchasing officer should be able to operate the city's Finance Department in an efficient and non-overburdened manner if all the employees are carrying fairly equal work loads. For those employees that do not want to address and embrace the needed changes, they may need to simply be terminated or offered early retirement, if eligible.

**Recommendation:**

The finance team needs to be incentivized to step-up to the new expectations of the department and its "Tasks to Accomplish List" and departmental strategic goals. Management may need to attach specific goals and due dates to employee performance review plans. The consequences and outcome of not achieving the goals should be clearly defined and stressed. Management will need to have the backing of executive management with any hard line action that may have to be taken in an effort to strengthen the overall department.

The finance team would be stronger if they worked together as a cohesive group toward their department goals. While each person has specific job responsibilities and duties, the group appears to function in silos and not as a collaborative group. Management should strive to build stronger relationships by scheduling periodic department events that require the individuals to get to know each other in roles outside of the job position duties they perform. External team building exercises/activities, a group activity to help a specific community cause, or a "department food day theme" are ways to promote the learning of the employee as a whole and creates bonding that may not be able to be established during a routine work day environment. When employees get to know each other in a non-work environment, a more cohesive and collaborative work relationship can begin to grow and positively affect the daily office atmosphere.

### Human Resources Department:

*Culture.* The culture within the Human Resources Department reflects the level of leadership and direction and accountability it has received. The team lacks the alignment of purpose and collaboration that it appears capable of receiving. The result is professional silos that work with each other when necessary, but not collaboratively. This is evident in the lack of integrated processes, incomplete technology utilization and collegial integration across the team. References to tasks not being "my job" exist while there is an overriding belief that they are overwhelmed with tasks and lack adequate staffing resources. Individually, the team appears competent and capable of meeting the needs of the city – yet lack the leadership to galvanize it as a resource. Several processes are in development, yet there does not appear to be an overriding urgency to their development and as a result, they evolve as time allows. The current large cubicle area of the department does not allow for any level of privacy or noise reduction. This is leading to unnecessary distractions and inefficiencies.



**Recommendation:**

The team needs sound, present, ongoing leadership. Individuals need clarity around where and how they should focus their efforts with the expectation that regular intra- and inter-departmental collaboration is a non-negotiable.

The team needs to be challenged to “raise their game” and take the initiative that aligns with their collective and individual experience. Individual meetings should be used to engage incumbents on the near-term priorities and mid-term focus areas that will contribute to the success of both themselves personally and others relying on them.

The physical layout of the room should include the use of some form of room dividers or slightly higher cubicle divider walls to help eliminate the noise distractions.

## Operational Assessment:

The operational assessment included reviewing and assessing efficiency of the Finance and Human Resources Departments’ operations in relation to staffing, staff competencies, training needs, schedules and productivity. Department process documentation, policies and procedures, key system capabilities, efficiency of flow and analysis, and cross-departmental collaboration are activities that were considered, reviewed, and analyzed during the assessment.

During the assessment, it was noted that the City has had some recent operational “wins” including:

- 2019 marked the first year using the budgeting system with MUNIS. It worked great despite the first year learning curve issues that were encountered. Management is optimistic that the process should be better for the 2020 budget process.
- Budgeting Position Control was implemented during the 2019 budgeting process and it was reported to have “helped a lot”.
- Employees are allowed and have been attending training and conferences related to their areas of work with proper request documentation and available budget funds.
- There has been collaboration with other municipalities that use the same software programs. The Human Resources Department has been working with Sheboygan County on NEOGOV software. The Finance and Human Resources Departments have been contacting and working with other municipalities that use the same MUNIS software and collaborating with current and former employees of other municipalities that have experience with the software for troubleshooting and general operational improvements or sharing of ideas.
- The City of Sheboygan and Sheboygan County have collaborated and share the Purchasing Agent employee. This allows both entities to have cost savings and work collaboratively on pricing strategies and discounts/rebates/gross purchase sales deals offered by vendors. Only one other county sharing of a purchasing agent in Wisconsin is known.
- Use of the State of Wisconsin “used good disposal” site for the disposal of the City’s fixed assets. The on-line auction site, which removes the tax reporting and other obstacles of disposing of assets, makes more money on the surplus or disposal of items than has ever been received before.



The existence of the operational “wins” in the recent past will help the City to embrace the following items which may not be operating as effectively or efficiently as would be beneficial for the City. These observations are not in a specific priority, rather they are grouped by similar topic to aid in looking at an entire area and addressing the needs found.

## Information Technology and Systems

### ITS-1. ERP (MUNIS) System:

The current ERP system, MUNIS, is not meeting all the current needs of the city. The system was implemented ten years ago however, not all of the modules that were purchased with the system have been brought on board and used on an on-going basis. Some modules were initially implemented and tested but never actually used. Certain processes are still being run on the old AS400 system which is still in use and maintained. The continued operation of two systems by the city is inefficient from both a time and expense viewpoint.

#### **Recommendation:**

The City needs to perform a detailed analysis of what needs to be done to migrate the remaining AS400 systems off that platform and onto MUNIS or a separate integrated software. It appears that as few as 5 -10 processes are still on the AS400. The migration plan should be strategized in order to be off the old system in less than 3 years, preferably 1-2 years. Processes that can migrate directly onto MUNIS modules that are currently owned should be addressed first. Processes for which MUNIS has a system which may not have been purchased should be reviewed for pricing and functionality. If outside software needs to be obtained to cover shortfalls in the MUNIS functionality, third party vendors should be discussed in order to maximize use of a vendor software to its fullest capacity and covering as many system needs of the City as possible. The City should strive to maintain a low amount of external software integrations into the MUNIS system to create on-going efficiencies related to system upgrades and integration changes. Leading practices would be to create a cross-organizational project “AS400 Sunset” team that can work collaboratively to determine and meet the needs of the users and the City. This project team would be responsible for the analysis, timelines, prioritization and overall assessment of the progress of the various integrations off and sunset of the AS400.

Additionally, the impending retirement of the current Information Technology personnel that know both AS400 and MUNIS creates an urgency that needs to be considered in the migration process. The ability to find capable AS400 programmers is becoming harder as those programmers are no longer in the work force.

### ITS-2. MUNIS System for Human Resources:

The MUNIS system has the capabilities to flow Human Resources data to the payroll area when the systems are properly interfaced and the data is properly entered into Human Resources module. Currently, the information does not flow smoothly between the different working module areas of the software.



It was also noted that while certain parts of the Human Resources module within MUNIS is being used, there are many more “modules/facets” which could be used which would move items from paper to electronic formats creating efficiencies.

**Recommendation:**

It is suggested that the Human Resources department, Information Technology Department and MUNIS work to properly interface data so that it flows to all the proper areas where it needs to reside. Proper implementation and routing of system data to other modules saves time, creates efficiencies, and reduces manual re-keying errors. The full HR MUNIS offering should be discussed during this process in order to evaluate additional “facets” of the system that the City has and owns but which has not yet been brought on-line. Continued implementation of other modules creates further savings and robust use of items that exist in the system to help the user obtain an integrated efficient system and work environment.

### ITS-3. MUNIS Customer Service:

MUNIS is reported to have a good Customer Support Center that is available to all city MUNIS users as part of the City’s contract.

**Recommendation:**

The MUNIS customer support contact information should be shared with employees and available on any internal portal or help desk. Employees should be encouraged to call the MUNIS help desk at the start of a problem as the first step versus immediately involving the Information Technology department. In many cases the MUNIS customer support can handle the issue. When customer support is contacted and able to quickly assess and mitigate issues that occur, the user is more efficient in their activities and the Information Technology personnel are not interrupted which creates more efficient performance of their duties since not involved in the minor issues.

### ITS-4. Information Technology Department:

It was noted that in many instances, the Information Technology Department is not being brought into discussions involving system process changes or issues at the beginning of discussions. Not including the Information Technology Department in system related issues can be inefficient from a cost/expense and time management viewpoint.

**Recommendation:**

Integrated systems require on-going collaboration and inclusion of all vested parties in order to create optimal process improvement. The Information Technology Department should be one of the first departments contacted in almost all instances where processes or change with any system is involved. It is recommended to improve the planning process to insure that all key stakeholders are invited early into planning processes. Perhaps a MUNIS team leaders group, which includes key “super-user” representatives of the various systems could be put in place to be the first step in system or process change discussions.

### ITS-5. MUNIS Workflows:

The Finance and Human Resources Departments should work with the Information Technology Department to create as much system workflow as can be allowed both intra-and inter- departmental



within the system. These workflows should not be allowed to be circumvented due to lack of accountability or poor planning by those within the workflow. Workflows that have been put in place are frequently circumvented or simply not used even after training on how to use the workflow has occurred. This blatant disregard for job duties should not be tolerated since it creates numerous inefficiencies and subsequently frustration, wasted time, and resentment within those having to incur extra work as the result.

**Recommendation:**

City executive management need to be made aware of instances where system processes and procedures were blatantly disregarded and the consequences that ensued for other workers as a result of the in-process procedural controls. If the same individuals are circumventing the controls, the City executive management needs to have a discussion with the individual(s) stressing the importance of all employees performing and being held accountable to the work required within their job. It should be stressed that continued disregard for processes and procedures in place will result in termination. If this is the case, there may come a time when the unpleasant task may need to take place and the example set for the expectation to follow the processes that have been developed.

## Accounts Payable

### AP-1. Purchase Order (PO) Process/Spend Approval:

There is a policy in place that requires a purchase order for items over \$850. It was noted by various employees that the purchase orders are not being properly created and approved prior to the actual purchase of the goods/service. It was noted that most purchase orders are created after the actual invoice has been received.

Without pre-approval for purchases, employees may commit City funds inappropriately which may not be in line with the budget, strategic plan, or mission of the City. In the event of unauthorized spend the City may have limited recourse as the approval occurs after the funds have been committed and goods or services received.

In addition, the monetary limits for approval requirements are not all in written format but reside with the Accounts Payable (AP) clerk's expert knowledge. The risk is that if the accounts payable clerk was not available, the knowledge would not be retained by the Organization and the approval requirements not enforced. The risk is that City funds could be spent inappropriately and not easily detected.

**Recommendation:**

Approval

A monetary authorization policy/matrix should be created and stored on a central repository that all employees have access to. This policy would define who must approve certain types of expenses and dollar amounts of spend. It would also define delegation procedures in the event the approver was unavailable or out of the office.

Use of Purchase Orders (PO's)

The City should implement/enforce the use of a purchase order system for creating front-end approval, which takes place prior to committing the City's funds. A policy should be created to



outline when the use of a purchase order is required versus a back-end invoice approval. If the invoice matches the purchase order and delivery confirmation (2 or 3-way match) then no further approval at the invoice level would be necessary. Acceptable tolerances on price and quantity variances will need to be defined and when a 2-way or 3-way match is required prior to payment.

## AP-2. Accounts Payable Approvals:

The Senior Accountant position has a large majority of the final payment approval of the Accounts Payable check payments. While this process is not inherently incorrect, stronger controls and best practices would require large dollar items to have upper management approval prior to release of funds.

### **Recommendation:**

The processing of payments to vendors needs to have various approvals in place for internal control and fraud prevention. Invoices should be signed off by the respective department and level or approver as authorized in a "Payment Approval Policy". Once approved, the invoice can be entered into the system (or entered into the system and routed via an established approval workflow) to the accounts payable payment area. The accounts payable payment process should include a pre-cursor review that all required data is included and accurate. Once complete, the actual payment may be generated. The payment should be approved by a Finance Department personnel prior to release of the payment. For control purposes, large dollar threshold items (determine a limit, perhaps \$10,000) should include a second approval by either the Director of Finance or the City Administrator. Inclusion of various approvers in the process creates better internal controls, increases fraud prevention, and proper delegation of authority within the organization.

## AP-3. Accounts Payable Decentralization:

In 2019, the City moved from a Finance Department centralized accounts payable methodology to a decentralized methodology where invoices are entered into the system by each city department. While the decentralized methodology may result in less data entry in the finance accounts payable area, the decentralized methodology should be reviewed to determine if the desired results of less errors and fewer "rush" payments have resulted.

### **Recommendation:**

The processing of invoices within an accounts payable system have been moving to a centralized accounts payable process for payments and a decentralized process relating to department purchase orders, PO approvals, and invoice approvals. A decentralized payment process of invoices results in a largely increased number of "payment process experts" in the system. With the increase of "input" employees, more time may be spent in the final review within the finance area related to account string and department approval. The decentralized nature requires more training time for more employees and a higher amount of re-training as employees in the departments change. A review of the decentralized methodology is recommended and if not creating efficiencies and fewer "rush" payments, the continuation of the decentralized should be discussed and potentially reversed back to a centralized processing.



#### AP-4. Accounts Payable – Pro-rating of Invoice charges:

It was noted that delays and confusion result from the pro-rating of charges on an invoice prior to final receipt of all items ordered.

**Recommendation:**

Invoices from vendors should be properly verified for actual receipt of the goods and services order via a shipping/receiving receipt. Any shortages and backorders of items should be properly documented on the receiving receipt. If invoices have orders from numerous departments, care should be made when entering and assigning the purchases to the account string in the system. If a large quantity of a product is entered and then allocated out to numerous other departments, leading practices would have the entire receipt and payment of the product into a single department. A subsequent allocation of the pro-rated amount to other departments can occur as the goods are physically allocated via a journal entry. Post receipt allocation of items aids in more efficient processing of the invoices and less confusion and timelier processing of individual invoice line items, specifically if a backorder of the original purchase occurs.

#### AP-5. Accounts Payable Vendor Approval:

While some procedures occur when it comes to new vendors in the accounts payable area, it appears that they may not always be fully followed or carried out on every new vendor. It is also not known if the new vendors are reviewed on a consistent basis by the appropriate level of management.

**Recommendation:**

There should be a formal written procedure regarding the steps to accept and enter a new vendor into the system. This procedure should include as a final step, a documented approval of new vendors by the Finance Director on a regular basis, either with each check run, weekly, or monthly. The approved new vendor list with name and Employer Identification Number (EIN #) should be maintained by the approver for use in the audit and per the document retention schedule in place.

#### AP-6. Accounts Payable Vendor and Group Consortium Lists:

The City has various discount and group purchase agreements available to them. These lists do not really exist outside of the Finance area and the ability to take full advantage of the offerings is not always known by employees.

**Recommendation:**

The Purchasing and Accounts Payable Department personnel should work together to create a list of all vendors used in the last 12-18 months which have a discount for municipalities or are in the municipality's group consortium pricing lists. This list should then be shared with all departments and existing managers and kept in a shared policy and procedures area. The Human Resources Department could include this list as part of the on-boarding of new employee process, especially to new managers.

#### AP-7. Vendor Open Accounts charge details:

The City has open charge accounts at a few local businesses where employees can charge purchases and the vendor bills the City on a regular basis (i.e. weekly, monthly). While this arrangement may be a time



savings for the City employee on the front end, time is wasted each billing cycle when accounts payable tries to match up charges to the departments. It is also unclear whether the original receipts of the purchases are properly submitted for attachment to the original vendor invoice.

**Recommendation:**

The City could reduce accounts payable processing time by closing the “open accounts” at stores such as Menards and Home Depot and require the purchases to be made on the already issued department P-cards. This would reduce the time spent trying to allocate the monthly “open account” charges to the appropriate department, time spent during the cycle on the original receipt collection, and the potential of employee fraud on purchases that may not be for City purposes.

### AP-8. Fleet Gas Card with Kwik Trip:

The City’s fleet gas card with Kwik Trip allows for quick and efficient gas purchases for city vehicles as well as a streamlined billing process. The City is given an invoice (an electronic invoice is available) to streamline the process. The City requires the original purchase receipts to be submitted for all purchases prior to payment. This requirement may delay payment and has the potential to create ill-will with the employees when an original receipt is unavailable.

**Recommendation:**

The fleet gas card process that Kwik Trip has instituted allows for efficient streamlining of invoicing and payment for both Kwik Trip and the City. The gas card is only allowed to purchase gas for the city vehicles and lists the details of each purchase by card number, date, and amount. The City’s requirement of submission of all the original receipts may be excessive and an inefficient use of employee time. It would be suggested to verify if there appears to be any abuse of the gas card occurring. If no abuse has been noted, it would be suggested to still require the original receipts to be collected and turned in but grant the occasional “missing receipt” unless a pattern develops. It would be recommended to put a “monthly spot check” in place and rotate this among the cards used. The cost/benefit of time to track down the original receipts when the system appears to work correctly and efficiently without abuse most of the time creates an inefficient process around an efficient streamlined method put in place by the vendor.

### AP-9. Utility Billings and Payments:

The City currently receives numerous monthly utility invoices in paper form from its vendors (Alliant Energy ~260, AT&T, and others). The receipt of the quantity of paper invoices creates an inefficient use of the cashier’s time to open, record, and process into the system. Additionally, each approval of the monthly bills occurs as well as the physical payment (note – all the month’s invoices can be included on one check, but the matching and attaching of the physical invoices to the payment is also time consuming.

**Recommendation:**

The City should contact the vendors, specifically Alliant Energy, and work to out a way to receive the monthly invoices via an electronic format that can be uploaded into the MUNIS system. An electronic file, which lists all ~ 260 invoices, could then be easily viewed, approved, and loaded in the system for processing, and finally attached to the check payment. Numerous hours of



manual work could be eliminated and result in savings for both Alliant Energy (no printing and mailing of ~260 monthly invoices) and handling and processing at the City. A simple excel file of the data extracted from their system could be manipulated to the proper format for uploading into MUNIS. This electronic process would takes minutes once the initial files are properly formatted, tested, and approved saving numerous hours of clerical work on a monthly basis.

**Update since Initial Assessment:**

The City had been working with Aliant Energy to find a more efficient method to the ~ 260 invoices it was receiving monthly. The vendor was not able to send an electronic file so the City worked with the vendor to consolidate the numerous invoices into “Summary Billing”. This step was done on Aliant’s end and it took them several months to get this accomplished, but as of December the City has begun to receive “Summary Billing” from Aliant Energy with the invoices grouped by department, or cost center, so as to minimize the time spent by City staff coding and data entering the individual billings.

**AP-10. Purchasing Credit Card (PCARD):**

The City has a P-card program with / through a local bank. It was noted that the State of WI has a P-card program that is used by many governmental bodies. It is unclear if the P-card programs have been compared to verify which vendor has the best card processing capabilities, file uploads, billing, on-line processing detail allocating, and rebates on volume purchases.

**Recommendation:**

The current P-card contract should be reviewed and analyzed. This analysis should be compared to the options available under the State of WI P-card program. All aspects of the program should be reviewed including on-line access and volume rebate offerings, and the City’s ability to optimize restrictions of use. The City can then make an informed decision as to which program would be more advantageous when the next contract renewal opportunity arrives.

## Cash and Bank Accounts

**CBA-1. Cash Handling:**

The City does have cash handling transactions that occur, mainly at the cashier counter/desk within the Finance area. This counter area is open to the public during normal business hours. The cash is received at the counter and not in a lockbox. The cash drawer in the cashier’s desk is not locked. The new open counter concept for the cashier provides little security of the funds. Without proper safeguards around cash, misappropriation, theft, and fraud is difficult to detect.

**Recommendation:**

Implement appropriate cash handling controls to deter misappropriation of cash and instances of theft or fraud. These controls would include making sure that a detailed receipt of the cash transaction is created when the cash is received. The cash should then be put in a locked drawer and the key should remain on the cashier person, not left in the lock, on a key chain on the desk, or in a drawer. A bank deposit should be created for all the cash received each day



and put in the sealed bank deposit bag and deposited daily (this will help with the bank reconciliations). All of the cash that remains at the end of a day should be properly stored in the vault and access to the vault and cash storage area of the vault should be limited to specific employees.

### CBA-2. Bank Reconciliations:

It was noted that the main cash account had not yet been reconciled since the fiscal year end audit. Bank reconciliations are prepared manually and are time consuming to prepare due to the current system limitations and the structure of the cash accounts and general ledger. While portions of the account were being monitored and reconciled on a daily and weekly basis, the entire cash account reconciliation is extremely cumbersome and had not yet been completed for almost nine months. Bank reconciliations can be streamlined and efficiencies gained by automating the matching of bank transactions in reconciliations. Bank reconciliations are time sensitive and should be performed prior to month-end close to ensure that cash is reported accurately. This can be challenging if the bank reconciliation is a time consuming manual process. Unreconciled cash accounts can result in fraud being undetected for a long period of time.

#### **Recommendation:**

Research and implement a tool to automate the bank reconciliation process. There are several third party programs that facilitate the reconciliation process and include automated matching, workflow and electronic approvals. If an additional system is not feasible, weekly on-going reconciling activities can be performed (such as deposits, wires, and ACH activity – it was noted that some of this is already occurring) so that not all the reconciling needs to be done after the end of the month. Electronic features that are available in the MUNIS system and within current bank processes including paying via ACH files and using the bank positive pay features related to physical checks may help streamline the payments side of the reconciliation. If timely bank account reconciliations are not performed, the city is financially responsible for any fraudulent presentation of checks for payment. Positive Pay eliminates fraudulent checks being presented on the bank by an outside party.

It was also noted that numerous types of transactions are all run through the same bank operating account. It would be suggested that the City review the different unique types of cash and investment activities and work with the bank to establish separate accounts and move funds accordingly based on “purpose” or other restrictions. Some of the accounts might be best established as “zero balance” accounts where the funds pull to the accounts from the main account each day to pay the activity that hit the account. Separate accounts for specific types of cash would help to relieve the cumbersome reconciliation of the main bank account.

### CBA-3. Electronic Access to Cash Accounts:

It was noted that on-line cash movement at the bank can occur with only one employee approval. Lack of dual approval for on-line cash activity can result in fraudulent activity.

#### **Recommendation:**

Leading practices regarding the movement of cash is to have dual approvers to electronically move any cash for fraud and internal control purposes. The City should talk with their bank to upgrade the electronic processes from single to dual approvers.



#### CBA-4. Electronic Automated Clearing House (ACH) Payments:

Automated Clearing House (ACH) payments are not used as a standard feature of the check processing functions within the Accounts Payable Department at the City. The MUNIS system is capable of paying vendors via ACH versus manual checks. ACH payments are made on occasion via the features on the bank on-line banking site instead of the more expensive wire transfer when available. ACH payments can streamline the payable process, reduce expenses, and create efficiencies and enhanced controls over payments.

**Recommendation:**

Discuss with the City's bank the file format to initiate ACH Electronic payments to vendors where appropriate. Collaborate between MUNIS, the bank, and the City's Information Technology Department personnel to establish the required file formatting and procedures for paying vendors via ACH. Create a Vendor ACH Data Inquiry form and mail it to vendors and requesting they return it with the required information to establish the ACH process directly to their account. Proper use of ACH payments along with consistently using a standard payment timeframe such as "net 30", would allow the city to take advantage of short-term cash investment opportunities and improved cash flow overall. The use of ACH payments also reduces expense of check stock, MICR toner, wear and tear on printer, time to stuff envelopes, envelope cost, postage, and handling by mailroom personnel.

#### CBA-5. Bank Cash Protection Processes:

It appears that the City may not be using available bank processes that help to protect accounts from fraud including Positive Pay, ACH electronic payments, Remote Deposit, and Cash Lockbox.

**Recommendation:**

Cash and cash equivalents are an easy target for fraud and improper activity to occur. Most banks now offer a variety of "protection" features on accounts to help to mitigate improper activity. The use of the ACH payments and Positive Pay of vendor payments is available and helps to prevent fraudulent submissions of checks for payment. It appears that MUNIS is capable of creating the files necessary to use these features. Additionally, use of a cash lockbox would better protect cash received and an on-site remote deposit terminal would reduce the trips to the bank with physical checks while achieving a faster cash flow of the payment.

## GENERAL ACCOUNTING AND TAX BILLINGS

#### GA-1. Monthly Financials / Month End Close:

The City Finance Department currently does not perform any standard month end close process nor report the actual financial status to executive management or the Common Council on a monthly or quarterly basis. The annual audit is performed and the financial status is shared via the Comprehensive Annual Financial Report (CAFR) after completed but no updates on actual expenses to budget are performed or discussed throughout the fiscal year.

**Recommendation:**

Periodic financials (monthly/quarterly) allow management and the Common Council to assess how the City is performing against their budget and allows management to make decisions to



bring spending back in line with the budget if it is going astray. Periodic financials would also allow for strategic adjustments to be made to the on-going operations of the City in order to make or surpass and achieve budget goals.

Periodic financials also require management to identify standard entries required to accrue for obligations on an on-going basis. If this is only performed annually, it increases the potential for those manual entries to be overlooked and missed resulting in financial statements that may be misstated. The Finance Department should begin to prepare financial statements at least quarterly and preferably monthly. These reports should be shared with department managers and the managers should be held accountable as to where the department is in relationship to their budget. Analysis should also be done on a monthly and year-to-date view to account for the various cyclical nature of aspects of the city's operations (i.e. receipt of property tax dollars). The Common Council should develop a plan that includes the financial data accountability to be included within the monthly strategic statistical goals that are already being measured. Having the Common Council stress the importance of the financial status of the organization will create a means of accountability that can be used to more efficiently operate all aspects of the organization.

### GA-2. Chart of Accounts ("COA"):

The current chart of accounts contains some repetition and omissions that have created inefficiencies when coding expenditures. If you encompass "Funds" under the chart of accounts category for the general ledger structure, additional complexities and inefficiencies exist in the redundant use of funds. Overall the chart of accounts general ledger structure is in need of review and potential modifications to create better clarity and operational efficiency.

It appears that new accounts are set-up within the general ledger chart of accounts typically by one person. An individual designee is not an issue; however, there appears to not be any review or approval of new accounts by any other employee.

#### **Recommendation:**

The chart of accounts is an integral part of an efficient accounting system. The nature of fund accounting adds complexity to a chart of accounts however, a dynamic chart of accounts within an ERP system can help to streamline daily processes and reporting requirements for the City. It is recommended to review the existing chart of accounts and add/inactivate the funds and accounts as needed in order to improve efficiencies.

Leading practice would have any new account within the ledger reviewed and approved by someone other than the initiator, and preferably a member of the finance management team. This will help to insure that all new accounts are necessary, are not duplicative of existing accounts, and are properly routed for reporting. The review procedure also helps to mitigate potential improper fraudulent activity that could be routed through improper accounts.

### GA-3. Account Reconciliations:

There does not appear to be clear accountability as to who is responsible for preparing and approving the Statement of Financial Positions account reconciliations and by what due date. Furthermore, there is no defined process over preparation of the account reconciliations. Account reconciliations are a key



control to ensure accurate financial reporting and without a consistent and timely process to reconcile the accounts, the accuracy of financial reporting may be impaired.

**Recommendation:**

Define a policy with clear ownership of who is responsible to prepare and review the account reconciliations and the dates they are due. A consistent format and process should be applied when preparing the reconciliations and the timing of the reconciliations should be determined based on risk and materiality of accounts. At a minimum, they should be performed quarterly.

#### GA-4. Journal Entry Approval:

All journal entries should be reviewed and approved prior to the entry of the journal into the system. It appears that an approval system was in place for the journal entries of the Senior Accountant and those positions below the Senior Accountant. It was unclear as to if the journal entries of the Finance Director were approved.

**Recommendation:**

The entry and approval of journal entries in the system should not be done by the same person for proper internal control. If entries are not reviewed/approved by a second person, improper movement of funds and fraudulent activities could be occurring. If the issue exists only on the Director of Finance entries, then establish a procedure that the Senior Accountant or Deputy Assistant to the Finance Director or the City Administrator are required to approve the journal entries of the Director of Finance.

#### GA-5. Segregation of Duties Review:

Segregation of Duties analysis is not performed on a regular basis to ensure there are no responsibility or system conflicts of interest where an employee has ability to record, monitor, and safeguard assets of the City. When a segregation of duties conflict exists, there is a greater risk that City assets could be misappropriated without timely detection due to lack of oversight and employees having too much control over an area.

**Recommendation:**

The City should periodically, at least annually, verify that a proper segregation of duties exists and limit system rights to duties necessary to perform job functions. If proper segregation of duties cannot be achieved due to limited personnel, then appropriate monitoring and mitigating controls including requiring managers to periodically review financial information should be put in place to ensure timely detection of any inappropriate action.

#### GA-6. Policies and Procedures:

The City does not have documented formalized policies in a consistent format for all critical functions and stored in a central repository that is easy to access by all employees. This may allow key functions to be improperly performed, unintentionally overlooked, or ineffective, since personnel may be relying upon informal procedural information that is passed down from one employee to another and may be out-of-date or incorrect. Not having written policies that are easily accessible to employees may impact the ability to properly train employees and employee's ability to properly execute critical functions of the City.



Policies within Finance and Human Resources were virtually non-existent prior to June 2019. Procedures existed for various employee activities but are not consistently prepared for every function, are not always kept up to date, and reviews are inconsistently performed. Furthermore, there is no central repository that contains all policies and procedures that is easily accessible by all employees.

**Recommendation:**

Existing policies and procedures should be reviewed to ensure they are still current. If not, then the policies and procedures need to be brought current and they need to be reviewed on a cycle basis - annually or as needed. The policies should contain a "Last Reviewed / Revised Date" and "Supersedes" within its formatting. Written policies should be created for all key functions of the City, Finance and Human Resources Departments where they are deficient. Search on-line for policies and procedures and use these as templates to change and update to fit the specific steps and tasks of the City. The use of established templates reduces the overwhelming nature of the project. Contact other Wisconsin municipalities that use the same systems to request a copy of their policies and procedures. Task each employee with documenting all aspects of their specific jobs (as part of goals and with a due date). Every position within the departments should have clearly defined responsibilities and procedures.

The policies should be stored in a central repository that is easily accessible and communicated to all employees. Policies that are defined by the City must be followed on a consistent basis to comply with federal grant guidelines.

In addition to the policies and procedures being stored in a central repository, all City Ordinances should also be housed within a section of the centralized repository. Every department affected by an Ordinance should be made aware of the Ordinance when passed through formal communication channels.

### GA-7. Grant Funding - Accounting and Reporting:

The City receives various federal and state grant dollars. These funding sources require a need for structure of who is responsible for the grant dollars and reporting and proper policies and procedures around both the grant funding as well as general operations of the organization. It was noted that a grant check was received in the name of an employee and not with the "City of Sheboygan" as the payee.

**Recommendation:**

All grants, federal and state, should be coordinated and grant requests should be approved by the Finance Director or his designee. Establishing a specific grant coordinator will help to insure that grants are made to appropriate legal entities, that the grant terms are being followed, and reporting requirements are being met. Misappropriation of grant funding can result in the revocation of grant funds in the future as well as penalties and fines related to the misappropriation being levied.

### GA-8. Cell Phone Expenses:

The City supplies cell phones via a City plan and also has a Bring Your Own Device (BYOD) policy regarding cell phones. Perhaps the supplying of cell phones should be reviewed for relevancy and, if possible, reduce the amount of City supplied phones to a bare minimum and require BYOD as much as possible.



**Recommendation:**

Many organizations are no longer supplying cell phones to employees or supplying a very limited number. It is recommended that the City review their policy and perhaps survey other peer municipalities, to determine the common practice for number of phones and positions which have a supplied cell phone. Generally, cell phones should only be issued, or reimbursed, for those employees who are required to respond after work hours.

**GA-9. Special Tax Assessments Reviews:**

The Finance Department is responsible for the processing of all City Special Assessments that have been approved. It appears that no assessments are entered into the AS400 system without proper approval. However, it appears that no one is reviewing the special assessment tax bills prior to the bills being released which could result in incorrect assessments being mailed creating re-work, additional unexpected expenses, and loss of community trust of the city's ability to competently process and run the organization.

**Recommendation:**

Special Assessments should be reviewed for accuracy by the Finance Director or his designate prior to the Special Assessment bills being released. They should document their review and approval.

**GA-10. Delinquent Tax Bills:**

Currently, little to no follow-up is being performed and no specific forwarding of delinquent Special Assessment tax bills to the property tax rolls or into any third party collection mechanism. Lack of follow-up on delinquent payments results in a loss of revenue to the City and ultimately may create budget shortfalls.

It was also noted that Delinquent Tax Bills have not been written off the books due to not filing specifically with the state because of a mismatch between the AS400 system that houses the Special Assessment software and the MUNIS system.

**Recommendation:**

Follow-up on receivables needs to occur for proper stewarding of patrons' tax money. The person responsible for billing the special assessments should be noting receipt of payment and following-up with calls to those who have not paid their assessment. Continued delinquency may result in the special assessment being included on property tax rolls or being forwarded to a third party collections company. Perhaps involve the Office of City Clerk or the Office of City Attorney to research the legal special assessment collection methods and help to implement those allowed methods via written legal letters to the delinquent parties.

The mis-match between the AS400 and MUNIS systems is yet another example of the need to fully sunset the AS400 system and run all City processes within the integrated MUNIS system. See "ITS-1 – ERP (MUNIS) System" above.



## Employee / Employment

### EE-1. Employee Training:

Training of employees, both internal training and external training, has been neglected for many years. While some system specific training has been received by some of the Finance and Human Resources Department employees, there has been a lack in overall training in general workplace electronic systems and Finance Department specific systems. As a result, the current employees, especially those that have a longer tenure at the City, are not up-to-date on the numerous changes within the standard suites of office products generally used. This results in employees who are inadequately trained or equipped with the system knowledge needed to do their job efficiently leading to unproductive time spent and employee morale issues.

#### **Recommendation:**

Training of employees is an effective way to demonstrate appreciation to employees as well as increase their productivity, efficiency, and morale. It symbolizes that you value the employee, their contribution, and continued growth in abilities. The City should make an effort to budget for external training for employees especially as it relates to use of software systems necessary to execute the employee's job. Also, a search for low cost options such as on-line classes or local community or technical school continuing education classes for general office system products (such as Microsoft excel and word classes) would be advantageous. There may be opportunity to bring an outside professional on-site to train a group of City employees at a low cost. This may also be discussed with the local school system to see if they would host a class within their classroom on a day or evening when school is not in session.

If not currently in place, Human Resources should also implement formal employee on-boarding training to ensure new employees are equipped to do their jobs effectively. The training should be initiated by the Human Resources Department related to general Employee Handbook and benefit issues/topics. Additionally, the on-boarding should include discussions and processes within key areas of the city including information technology, finance, payroll, key management personnel, organizational charts of the executive level and the employee's department, and the mission and vision of the city. Exposure to these areas will help to engage the new employee into the day-to-day ongoing operations at a faster pace resulting in higher productivity and results.

### EE-2. Employee Competency and Skills:

It appears that the city may have employees who are lacking in the skills and competency to perform beyond their current level. This lack may result in not being able to take on additional duties as assigned or being able to perform their current duties in a more efficient and effective manner. Lack of ability to expand duties and roles may result in low employee productivity and general lowering of department morale as other employees continue to accept more responsibilities creating the perception of inequity and disgruntled actions between co-workers.

#### **Recommendation:**

The City and Human Resources Department may want to look into a skills assessment tool or on-line analysis program that could be given to the employees. Results from an assessment tool could be used in employee goal planning or personnel improvement plan. Additionally, the



results could provide insight on the general training needed by the employees in common office systems such as excel and word. Typically, an on-site training could be done and offered at both a “beginner” and “intermediate” level to address the employees varying skill levels. Perhaps look into local or on-line offerings of training classes or refresher or continuing education courses by local groups or UW system campuses or area high schools. See “EE-1 - Employee Training” section within this report.

### EE-3. Performance Monitoring and Development Plans:

Performance reviews were conducted, however performance improvement plans were not always developed for employees under past management. It was also noted that increases in pay had been given despite the lack of a performance evaluation. The lack of regular performance setting and review can lead to employee morale issues and sub-performing employees. The giving of raises without documented performance results can lead to apathy within job positions and an attitude of “why go the extra mile” if I receive the increased pay without having to go above and beyond.

**Recommendation:**

Performance evaluations are helpful and essential to both the employee and the employer. They establish expected job performance and result in a way to measure if the employee is performing at the level needed or desired. Performance evaluations should be used as documentation behind pay increases or as evidence and grounds for termination for lack of performance. Pay increases given out of cycle or without a performance evaluation may be reinforcing less than acceptable job duty performance and may put the employer into a legal issue if they want to terminate an employee without proper documentation within the employee's file.

The Human Resources Director should plan and facilitate annual performance reviews for all City personnel. Results should be monitored and compliance should be reported to the City Administrator. Following the annual performance review, conclusions need to be documented identifying talent pool and personnel performing under expectations. Performance improvement plans should be drafted for underperforming employees, developed, implemented, and monitored by direct supervisors and discussed with employee.

### EE-4. Succession Planning:

There is no consistent, formalized succession planning done at the City of Sheboygan. Without proper succession planning, key positions may be vacant for prolonged periods of time in the event of a key employee departure. This could result in the operations of the City being adversely affected.

**Recommendation:**

Human Resources should mandate that all departments be required to prepare a succession plan annually. Human Resources should monitor this process and review all Department's succession plan submissions. The details would be retained within the Departments and the results would be communicated to leaders of Human Resources, Finance and the City Administrator.



## EE-5. Standardized Method of Employee Communication:

Based on discussions with employees, it seems that the standard method of communication of City employee news and information is electronic via email. This is an acceptable methodology and allows easy dissemination of the same information in a short amount of time. The problem arises in that not all of the City employees (transit, crossing guards, etc.) are issued email addresses and as such do not receive the information in this manner or not at all. It is incumbent on these employees' supervisors to print the email and post on a general posting board. This method still does not guarantee that all of the employees will see the posting.

### **Recommendation:**

If the City is going to use an electronic format for its dissemination of critical data, they should look at methods of electronic information receipt by those employees that currently do not have City email addresses. Perhaps change the policy so that all employees receive an email address as part of their on-boarding process. At least try to obtain a personal e-mail address if not giving them a city address and communicating critical information via that address.

Additionally, it was noted that not all hourly employees are given system access in order to log in and record their hours worked in the time reporting system (i.e. crossing guards). These employees prepare manual paper timesheets that must be accumulated, reviewed and approved, submitted to payroll, and manually keyed into the system. Assigning these employees with electronic access to the email and time reporting systems would create efficient and informational improvements for everyone involved in the manual processes.

In both examples, the employees may not have City issued computers. It would be suggested to set up a kiosk that could house a terminal for accessing emails and the time recording modules.

## EE-6. Terminated Employee Off-Boarding:

Notifications of terminating employees are not always communicated timely to the Human Resources Department by other city departments. Lack of communication can result in terminated employees continuing to be paid, inappropriate calculation of on-going and accrued benefits, and employee related insurance expenses being paid past the required date. Additionally, non-timely communication of terminations creates processing "fire-storms" for various departments and results in a lack of trust on the process and employees especially when payroll amounts are involved.

### **Recommendation:**

A formalized off-boarding policy and procedures should be created to ensure all employee terminations are approved and properly processed in a timely manner. The new process should include a consistent form to document the required information and include the sign-off by the supervisor of the employee. Only Human Resources should be allowed to enter changes in the system and they should review both the form and the system change reports for correctness and completeness to ensure all aspects of the off-boarding is accurate.

## EE-7. Cross Training:

In many cases, there is minimal cross-training of employees within the department to perform on-going operations, especially critical daily functions. In the event that an employee is absent, critical functions



may not be carried out properly or timely resulting in possible errors in processing, misreported information, and missed deadlines.

**Recommendation:**

There is a need to identify critical processes that require a need to be performed daily or weekly, designate qualified individuals to be the designated back-up, and ensure that there is adequate cross-training performed. The policies and procedures related to the critical functions are a necessity and should be reviewed and updated on a consistent basis. Set a goal for getting department personnel cross-trained by specific dates. Ask the current employees what areas they may have an interest in being cross-trained for and try to meet these aspirations as long as it does not interfere with required Segregation of Duties policies. This helps build ownership and personal growth. The designated back-up personnel should train/review/perform the duties on a consistent basis (at least annually) to ensure knowledge of procedures and processes is maintained and any system changes from the prior training is experienced.

### EE-8. Regulatory Compliance:

It appears that perhaps not all regulatory compliance filings or reporting are being completed by the City and properly filed timely with the related governmental agency (i.e. Occupational Safety and Health Administration [OSHA], Workers' Compensation Insurance [WC], etc.).

**Recommendation:**

Lack of compliance to regulatory filings can result in penalties, fines, and the inability to receive federal and/or state funding. Every department should create a list of all required compliance filings by date. This list should be reviewed with the department at least annually, updated as appropriate, and finally stored in a shared document repository on the system.

### EE-9. Roles and Responsibilities:

There are not clearly defined roles and responsibilities for all positions at the City Finance Department. This can lead to employee confusion, employee morale issues, and sub-optimal division of responsibilities.

**Recommendation:**

An assessment of the Finance Department position roles and responsibilities should be conducted to ensure optimal division of responsibilities. A listing of critical processes and duties that need to be performed within the Finance Department should be drafted and as inclusive as possible. All position roles and responsibilities should be documented making sure that the critical processes and duties are accounted for and assigned. This may be a method by which a clearer picture of each positions workload may be established. It may also aid in the distribution of the Finance Department "Tasks to Complete List". Having clearly defined roles and responsibilities will assist with cross-training, new employee on-boarding and training, and reduce employee confusion.

### EE-10. Payroll Approvals:

The complete and accurate processing of a payroll is critical for the reputation of the people and department responsible for the timely and accurate paying of employees. This is especially important



when the Payroll Department is tasked with processing numerous payrolls each month under various contract terms. Significant time is spent by the Payroll Department trying to get the department managers who are responsible for approving the employees' hours, to do so on a timely basis.

**Recommendation:**

Mandate that all employees use on-line time entry. Establish a written policy that requires managers to approve all time by Monday noon (or 10am). Meet with key stakeholders, including department managers to communicate the policy and hold approvers accountable. Create and deliver a weekly compliance report to the City Administrator by Monday at 2pm (or noon) so he can reach out to those department heads who are non-compliant.

### EE-11. Employee Benefits and Vendors:

Employee benefits are a large expense to most organizations. The benefits offered to employees and their price is typically reviewed every couple of years in order to keep the best products at the most affordable level for the employees. It was noted that the City was changing benefit vendors for a high dollar item benefit without performing an RFP to any other vendor/company.

**Recommendation:**

The leading practice for any large purchase (or overall outlay of cash) is to do an RFP process of 2-3 vendors for proper price comparison and stewarding of the City's tax roll. Additionally, city ordinance may already require more than one quote for new contracts.

### EE-12. Employee Benefits – Employee Requests/Concerns:

The perception of employees is that there is no long-term strategy for employee benefits. What is now being offered (through the new vendor) is a duplicate of other benefits that are offered. Employees have requested additional life insurance purchase options for the past couple of years but this has not yet been negotiated with a vendor and offered to the employees. There is an established "health and wellness committee" which does receive comments and issues from employees. These items are summarized and shared with management and the committee feels that management is "listening to" the comments, however, nothing happens and no actions are taken on the comments submitted. The lack of action on items gives the committee and employees the impression that "decisions" had already been "set" and that they do not want to change from what is currently being done or budgeted for. The committee and employees feel "dismissed" by the management team.

**Recommendation:**

Inclusion of the right people in discussions, especially when it relates to changes, is critical to the management of the business. If the people that deal with processes on a daily basis are not at least consulted about the current environment and what a change to that environment could mean or entail, decisions could be made that cannot be handled within the current system or which may be a duplicate of something already in place, thus a waste of funds of the city.

While adhering to overall budget amounts is important, the route taken to achieve the budget can be made up of different dollar expenses than originally thought in the budget. A thorough look at employee suggestions while potentially differing from initial thoughts used to create the budget may actually be more beneficial to/for the overall organization. The ideas and suggestions from the employees and the acknowledgement that management has heard and is



considering the suggestion has the potential to save money and boost employee morale. When employees feel that they matter and can be an agent for change, productivity increases which helps the employee and employer.

### EE-13. Standardized Job Descriptions:

It appears that the job position descriptions around the city are very individualized. This has occurred over time and as the result of different methodologies for employees (union versus non-union). Continued advancements in technology and streamlining of processes creates efficiencies and “non-over-bearing” workloads that leave opportunity to expand job duties and performance expectations of the employees and positions. Ownership appears to be lacking for items not originally/specifically in the existing job descriptions. Unfortunately, this creates ill-will, discontentment, and resentment between employees.

#### **Recommendation:**

It may be beneficial for the City to move towards standardized job description titles such as Accountant I, Accountant II, Accountant III, Clerk I, Clerk II, Clerk III, etc. These standardized job titles would allow the city to identify similar tasks across departments and classify them in similar titles. Existing positions should be analyzed for tasks and duties currently being performed and additional duties added as necessary. All position descriptions should include the “Any other duty as assigned” verbiage to protect the city and increase efficiency and responsibility within employees. In addition to standardizing the job titles/descriptions, Human Resources should begin work on standard job classifications that match with the appropriate Pay Rate-Salary Band schedule for MUNIS. Building these at the same time would allow the city to have like job titles/duties listed for each standard pay rate classification (i.e. Clerk I salary range \$30,000 – \$40,000, Clerk II salary range \$35,000 – \$45,000, etc.).

### EE-14. Pay Rate - Salary Bands:

The City has Pay Rate - Salary Bands that have been established for union and non-union employees. The current rate schedules should be systematically re-assessed and defined based on roles and responsibilities that are encompassed within that pay rate. When job title descriptions are standardized, they can assign to the pay rate schedule to assess the reasonableness of the salary levels. This can result in more equitable pay for positions that are doing similar jobs but in different departments of the city. Pay inequities make it hard to budget for positions and can also lead to employee morale issues if the inequity becomes known or is perceived by employees.

#### **Recommendation:**

The City should consider pay rate-salary bands with defined pay ranges that encompasses all of the jobs and positions with the city. Similar job duties should be within the same salary band regardless of who the position reports to on an organizational chart. The salary bands should have a low, medium, high range and if an employee maximizes their salary level, they are not given an automatic raise but are encouraged to explore ways to change levels.

### EE-15. Union Contracts:

The negotiations on union contract renewals should be started and completed timely in order to allow for any system or benefit changes that could result. Since the union contracts typically cover a period of years, the negotiation process should not be assumed to be a quick process and discussions should be



started months in advance in order to complete the negotiations and properly update the systems and data in a timely and efficient manner allowing for proper reviewing of all contract changes implemented.

**Recommendation:**

The city has three union contracts that need to be renewed within specified time frames. These negotiations should be started early enough in the final year to properly negotiate expectations and changes while completing in a time frame that leaves enough time to properly adjust the financial processes that any changes may have caused/now require. All changes should be implemented and reviewed prior to their “go live” date in order to verify accuracy and efficiency within the processes.

## Conclusion

We appreciate the opportunity to conduct this assessment of the Finance and Human Resources Departments of the City of Sheboygan. During our observation process, we noted positive changes that have recently been put in place. These changes show a desire and commitment to effective change within the organization. We have captured observations and developed recommendations that we feel will enhance the organizational structure as well as improve operational effectiveness and efficiency of the Finance and Human Resources Departments, as well as some overall city operations. Our report includes control enhancements, resource optimization, and role modifications/enhancements to ensure appropriate reporting of financial information and required regulatory items.

Although there are many findings to remediate, we feel that the City is well positioned to address and remediate the findings identified due to recent leadership and management changes. The Finance and Human Resources Department management along with the City Administrator should review and prioritize the findings. There are items that can be a quick fix, items that provide greatly increased efficiencies, items that help to protect the city from fraudulent activities, items that will help to increase employee morale and items that are simply leading practices for the departments. A prioritized list with achievable goals over a period of time will help to not become overwhelmed with the prospect and create a roadmap to future success and efficiency within the departments.

The leadership and management are seeking to enhance the culture as well as the operations and organization at the City and we believe that this assessment provides an excellent road map to drive positive change.



VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. May 18, 2020.

Your Committee to whom was referred Res. No. 17-20-21 by Alderpersons Wolf and Donohue authorizing the appropriate City officials to execute the First Amendment of Redevelopment Agreement between Aurora Health Care, Inc. and the City of Sheboygan with regard to the property located at 2629 North 7<sup>th</sup> Street; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

~~III~~

4.8

Res. No. 17 - 20 - 21. By Alderpersons Wolf and Donohue.  
May 4, 2020.

A RESOLUTION authorizing the appropriate City officials to execute the First Amendment of Redevelopment Agreement between Aurora Health Care, Inc. and the City of Sheboygan with regard to the property located at 2629 North 7th Street.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the First Amendment of Redevelopment Agreement between Aurora Health Care, Inc. and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

  
\_\_\_\_\_  
\_\_\_\_\_

f/p  
adopt

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**FIRST AMENDMENT OF  
REDEVELOPMENT AGREEMENT  
BETWEEN  
AURORA HEALTH CARE, INC.  
AND CITY OF SHEBOYGAN**

**THIS FIRST AMENDMENT OF REDEVELOPMENT AGREEMENT** (the “First Amendment”), made this \_\_\_\_ day of \_\_\_\_\_, 2020, is by and between Aurora Health Care, Inc., a foreign non-stock corporation, with its principal Wisconsin office located at 750 W. Virginia Street, Milwaukee, WI 53204 (hereinafter “Aurora”), and the City of Sheboygan, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter “the City”). To the extent that the terms and conditions of this First Amendment conflict with or contradict the terms and conditions of the Redevelopment Agreement, the terms of this First Amendment shall supersede and control.

WITNESSETH:

WHEREAS, Aurora and the City have entered into a Redevelopment Agreement dated as of April 30, 2019, hereinafter referred to as “the Redevelopment Agreement.”

WHEREAS, Aurora and the City, in light of the COVID-19 Pandemic and the various orders that would make it impossible and irresponsible to hold in-person community meetings as required in Section 3.3 of the Redevelopment Agreement, desire to further modify and amend the Redevelopment Agreement.

NOW, THEREFORE, in consideration of mutual covenants and agreements and good and valuable consideration, the delivery and receipt of which is hereby acknowledged by and between Landlord and Tenant, the parties do hereby agree to amend the Redevelopment Agreement as follows:

1. Section 3.3(a). As a matter of clarity, regular attendance at “all meetings of the Memorial Neighborhood Association” by a representative of Aurora includes virtual attendance at meetings for which virtual attendance is provided. Additionally, notwithstanding the terms of this Agreement, no representative of Aurora shall be required to attend a meeting of the Memorial Neighborhood Association if such attendance would violate any pandemic-related guideline from the Centers for Diseases Control then in effect or any provision of an emergency executive order or other order, regulation, rule, or law promulgated by a state, county, city, or other governmental entity (including agencies within said governmental entity) in the exercise of its authority.
2. Section 3.3(b). This section shall be deleted and replaced with the following provision:
  - b) Aurora shall do the following:
    - i) Implement a social engagement online platform to educate the public regarding the Redevelopment Agreement and garner public comments by June 30, 2020. Said platform shall include details about Aurora’s plans and

- timeline for demolition on the Property and address neighborhood concerns about said demolition.
- ii) Require Developer to use the platform to solicit and receive neighborhood input about the anticipated redevelopment of the Property and provide information about the general parameters of the redevelopment.
  - iii) Send postcards to each address in the Memorial Neighborhood and the neighborhoods bordering the Memorial Neighborhood (North Lake, Raider, End Park, Maple Heights, Historic Grant, and Vollrath/North Point neighborhoods) notifying the residents at each address of the platform by June 30, 2020.
  - iv) By September 30, hold three public meetings at which it shall share information, timeframes, and feedback. Such meetings shall be open to the general public, with written invitations mailed to each address in the Memorial Neighborhood and the neighborhoods bordering the Memorial Neighborhood (listed in subsection 2.b.iii., above.)
2. No Other Change. All other provisions of said Redevelopment Agreement shall remain the same and shall continue in full force and effect.
3. Incorporation Into Redevelopment Agreement. Aurora and the City agree that executed counterparts of this First Amendment shall be attached to, and become a part of, the respective copies of the Redevelopment Agreement now in the possession of each party hereto.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]**

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment as of the date first above written.

**CITY OF SHEBOYGAN, WISCONSIN**

**BY:** \_\_\_\_\_  
Michael J. Vandersteen, Mayor

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

**AURORA HEALTH CARE, INC.**

**BY:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

This document authorized by and in accordance with Res. No. \_\_\_\_ – 20 – 21.

**FIRST AMENDMENT OF  
REDEVELOPMENT AGREEMENT  
BETWEEN  
AURORA HEALTH CARE, INC.  
AND CITY OF SHEBOYGAN**

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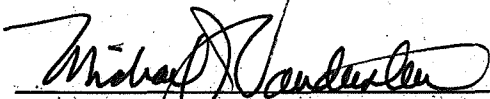
- timeline for demolition on the Property and address neighborhood concerns about said demolition.
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  - iii) Send postcards to each address in the Memorial Neighborhood and the neighborhoods bordering the Memorial Neighborhood (North Lake, Raider, End Park, Maple Heights, Historic Grant, and Vollrath/North Point neighborhoods) notifying the residents at each address of the platform by June 30, 2020.
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  3. Incorporation Into Redevelopment Agreement. Aurora and the City agree that executed counterparts of this First Amendment shall be attached to, and become a part of, the respective copies of the Redevelopment Agreement now in the possession of each party hereto.

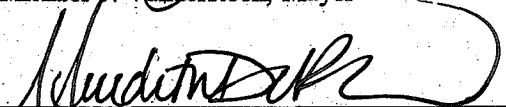
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**SIGNATURE PAGE**

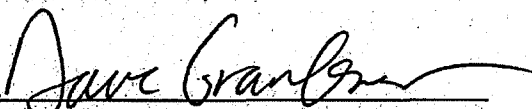
**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment as of the date first above written.

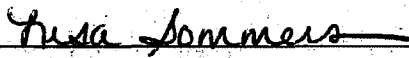
**CITY OF SHEBOYGAN, WISCONSIN**

**BY:**   
Michael J. Vandersteen, Mayor

**ATTEST:**   
Meredith DeBruin, City Clerk

**AURORA HEALTH CARE, INC.**

**BY:**   
Dave Graebner, President  
Aurora Sheboygan Memorial Medical Center

**ATTEST:**   
Lisa Sommers, Executive Assistant

This document authorized by and in accordance with Res. No. 17 – 20 – 21.

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. May 18, 2020.

Your Committee to whom was referred Res. No. 18-20-21 by Alderpersons Donohue and Bohren authorizing an advance from the Capital Project Fund to the TID 16 Capital Fund; recommends adopting the Resolution.

reg.

_____	_____
_____	_____
_____	_____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

49

Res. No. 18 - 20 - 21. By Alderpersons Donohue and Bohren. May 4, 2020.

A RESOLUTION authorizing an advance from the Capital Project Fund to the TID 16 Capital Fund.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfer of funds:

Establish a transfer of funds to TID 16 for the purposes of contracting for demolition of the Armory; said transfer to serve as an advance:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Projects Fund	TID 16 Capital Fund	
Advance to TID 16 Capital Fund	Advance from Capital Project Fund	
400-133426	426-236400	\$400,000

*By Lynne Nowlin*

\_\_\_\_\_  
\_\_\_\_\_

*FP  
adopt.*

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

IX

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. May 18, 2020.

Your Committee to whom was referred Gen. Ord. No. 1-20-21 by Alderpersons Wolf and Sorenson re-establishing the bulkhead line along a portion of Broughton Drive north of the Sheboygan River in the City of Sheboygan; recommends adopting the Ordinance.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

~~X~~

4.1

Gen. Ord. No. 1 - 20 - 21. By Alderpersons Wolf and Sorenson.  
April 21, 2020.

AN ORDINANCE re-establishing the bulkhead line along a portion of Broughton Drive north of the Sheboygan River in the City of Sheboygan.

WHEREAS, historical records related to the Lake Michigan shore line are entirely inconsistent related to location of the line demarking the dry land jurisdiction from land within the historic lake bed, for the purpose of separating jurisdictions related to construction and riparian activities; and

WHEREAS, re-establishing a bulkhead line along the Lake Michigan shoreline, pursuant to Wis. Stats. § 30.11(3) is in the public interest for the purpose of protecting public interest in preserving the shoreline and infrastructure along the shoreline given the anticipated historic rise in lake levels and the need to clarify regulatory interests related to the public trust doctrine.

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

Section 1. The Common Council hereby re-establishes in the public interest the bulkhead line along a portion of Broughton Drive north of the Sheboygan River in the City of Sheboygan, more particularly described below and shown upon the attached map, which consists of six (6) sheets and is attached and incorporated to this ordinance by reference:

An alignment described as and located in Government Lots 1, 2, 3 and 4, Section 23, Township 15 North, Range 23 East, also Government Lots 3 and 4, Section 14, Township 15 North, Range 23 East of the Fourth Principal Meridian lying and being in the City of Sheboygan, Sheboygan County, State of Wisconsin, described as:

Commencing at the southwest corner of the Southeast 1/4 of Section 23; Township 15 North, Range 23 East; Thence along the west line of said Southeast 1/4 section, N 00°19'50" W, 831.53 feet; Thence N 89°40'10" E, 93.78 feet to the point of beginning of this description, said point being 832.06 feet north of and 88.98 feet east of said southwest corner; Thence N 49°03'02" E, 317.69 feet; Thence S 41°11'31" E, 43.35 feet; Thence S 89°40'46" E, 972.55 feet; Thence S 78°49'59" E, 54.69 feet; Thence N 87°13'50" E, 327.82 feet; Thence N 25°35'38" W, 163.76 feet; Thence N 00°00'29" W, 148.31 feet; Thence N 17°09'07" W, 20.18 feet; Thence N 01°57'16" E, 149.49 feet; Thence N 89°19'49" E, 26.08 feet; Thence N 02°16'26" W, 62.42 feet; Thence 41.39 feet along the arc of a curve deflecting to the right having a radius of 71.50 feet and a chord bearing and distance of N 14°18'38" E, 40.82 feet; Thence N 30°53'41" E, 17.21 feet; Thence 15.01 feet along the arc of a curve deflecting to the right having a radius of 149.49 feet and a chord bearing and distance of N 33°45'39" E, 15.00 feet; Thence N 36°37'37" E, 55.41 feet; Thence N 16°20'43" E, 27.13 feet; Thence N 03°32'01" E,

Public Works  
adopt.

29.81 feet; Thence N 03°50'28" E, 86.57 feet; Thence N 86°35'20" W, 92.94 feet; Thence N 03°20'54" E, 117.09 feet; Thence S 86°31'25" E, 85.02 feet; Thence N 03°47'32" E, 162.10 feet; Thence 592.12 feet along the arc of a curve deflecting to the right having a radius of 551.00 feet and a chord bearing and distance of N 34°34'40" E, 564.03 feet; Thence N 65°21'48" E, 131.73 feet; Thence 241.00 feet along the arc of a curve deflecting to the left having a radius of 911.15 feet and a chord bearing and distance of N 57°47'10" E, 240.29 feet; Thence 90.39 feet along the arc of a curve deflecting to the left having a radius of 271.00 feet and a chord bearing and distance of N 40°39'14" E, 89.97 feet; Thence N 31°05'56" E, 8.78 feet; Thence 20.16 feet along the arc of a curve deflecting to the right having a radius of 18.25 feet and a chord bearing and distance of N 62°44'47" E, 19.15 feet; Thence 95.56 feet along the arc of a curve deflecting to the left having a radius of 32.25 feet and a chord bearing and distance of N 09°30'25" E, 64.24 feet; Thence N 75°22'47" W, 265.04 feet; Thence N 66°15'15" W, 65.70 feet; Thence N 75°23'54" W, 893.28 feet; Thence 79.72 feet along the arc of a curve deflecting to the right having a radius of 1098.50 feet and a chord bearing and distance of N 00°44'38" W, 79.70 feet; Thence N 01°20'07" E, 3.98 feet; Thence 415.58 feet along the arc of a curve deflecting to the right having a radius of 1753.50 feet and a chord bearing and distance of N 08°07'29" E, 414.61 feet; Thence N 14°54'51" E, 76.81 feet; Thence 75.53 feet along the arc of a curve deflecting to the right having a radius of 721.00 feet and a chord bearing and distance of N 17°54'55" E, 75.49 feet; Thence N 20°54'59" E, 21.04 feet; Thence 84.08 feet along the arc of a curve deflecting to the left having a radius of 1005.00 feet and a chord bearing and distance of N 18°31'10" E, 84.06 feet; Thence 161.78 feet along the arc of a curve deflecting to the right having a radius of 1324.38 feet and a chord bearing and distance of N 19°37'20" E, 161.68 feet; Thence N 23°07'18" E, 41.67 feet; Thence 320.81 feet along the arc of a curve deflecting to the right having a radius of 2573.00 feet and a chord bearing and distance of N 26°41'37" E, 320.60 feet; Thence N 30°15'56" E, 713.83 feet; Thence 1081.71 feet along the arc of a curve deflecting to the right having a radius of 1487.00 feet and a chord bearing and distance of N 51°06'19" E, 1058.01 feet; Thence N 71°56'42" E, 36.96 feet; Thence 176.27 feet along the arc of a curve deflecting to the right having a radius of 1540.00 feet and a chord bearing and distance of N 75°13'26" E, 176.18 feet; Thence N 78°30'11" E, 96.69 feet; Thence 720.89 feet along the arc of a curve deflecting to the left having a radius of 595.00 feet and a chord bearing and distance of N 43°47'39" E, 677.60 feet; Thence N 09°05'06" E, 125.31 feet; Thence 384.15 feet along the arc of a curve deflecting to the left having a radius of 282.00 feet and a chord bearing and distance of N 29°56'24" W, 355.13 feet; Thence N 68°57'54" W, 9.83 feet; Thence 96.94 feet along the arc of a curve deflecting to the left having a radius of 195.00 feet and a chord bearing and distance of N 83°12'23" W, 95.94 feet; Thence 49.22 feet along the arc of a curve deflecting to the right having a radius of 280.00 feet and a chord bearing and distance of S 87°35'16" W, 49.15 feet; Thence N 87°22'36" W, 50.00 feet to the end of this alignment,

said point being 6689.88 feet north of and 3242.22 feet east of said southwest corner of the Southeast 1/4 section.

Section 2. That four certified copies of this ordinance, together with four true and correct copies of a map of such proposed bulkhead line (copies of which are attached to this ordinance by reference) shall be submitted to the State of Wisconsin Department of Natural Resources for its approval.

Section 3. This ordinance shall be effective upon passage and publication, and approval by the State of Wisconsin Department of Natural Resources.

Section 4. Upon approval by the Wisconsin Department of Natural Resources, the City Clerk shall deliver the map and this ordinance to the office of the Sheboygan County Register of Deeds for recording, and shall submit a copy of the map and this ordinance to be filed in the office of the Sheboygan County Clerk and with the office of the Department of Natural Resources, and shall include the map and the ordinance as part of section 1-4 of the supplement to the Municipal Code kept on file in the City Clerk's office pursuant to section 1-3 of the Code.



The image shows two handwritten signatures in black ink, each written over a horizontal line. The top signature is more stylized and cursive, while the bottom signature is more legible and appears to be 'B. S. S.'.

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor



**ALIGNMENT DESCRIPTION**

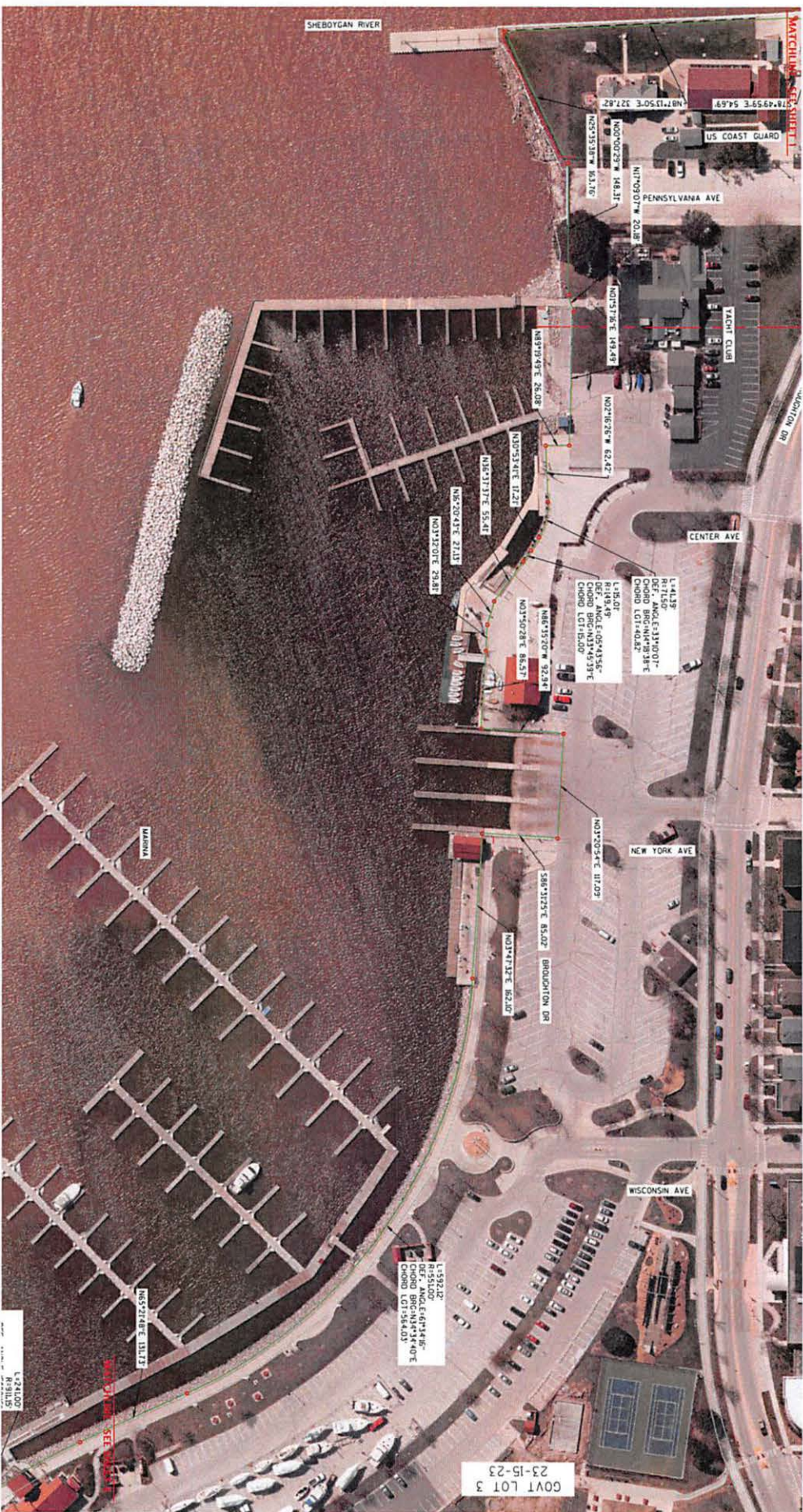
AN ALIGNMENT DESCRIBED AS AND LOCATED IN GOVERNMENT LOTS 1, 2, 3 AND 4, SECTION 23, TOWNSHIP 15 NORTH, RANGE 23 EAST, ALSO GOVERNMENT LOTS 3 AND 4, SECTION 14, TOWNSHIP 15 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN LYING AND BEING IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN, DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 23; TOWNSHIP 15 NORTH, RANGE 23 EAST; THENCE ALONG THE WEST LINE OF SAO SOUTHEAST 1/4 SECTION, N 00°19'50" W, 831.53 FEET; THENCE N 89°40'30" E, 93.78 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING 832.06 FEET NORTH OF AND 88.98 FEET EAST OF SAID SOUTHWEST CORNER; THENCE N 49°03'02" E, 317.69 FEET; THENCE S 4°13'31" E, 43.35 FEET; THENCE S 89°40'46" E, 972.55 FEET; THENCE S 78°49'59" E, 54.69 FEET; THENCE N 87°13'50" E, 327.82 FEET; THENCE N 25°35'38" W, 163.76 FEET; THENCE N 00°00'29" W, 148.31 FEET; THENCE N 17°09'07" W, 20.18 FEET; THENCE N 01°57'16" E, 149.43 FEET; THENCE N 89°19'49" E, 26.08 FEET; THENCE N 02°16'26" W, 62.42 FEET; THENCE 43.39 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 71.50 FEET AND A CHORD BEARING AND DISTANCE OF N 14°18'18" E, 40.82 FEET; THENCE N 30°53'41" E, 11.21 FEET; THENCE 15.01 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 149.43 FEET AND A CHORD BEARING AND DISTANCE OF N 33°45'39" E, 16.00 FEET; THENCE N 36°37'37" E, 55.41 FEET; THENCE N 16°20'43" E, 27.13 FEET; THENCE N 03°32'01" E, 29.81 FEET; THENCE N 03°50'28" E, 86.67 FEET; THENCE N 86°35'20" W, 92.94 FEET; THENCE N 03°20'54" E, 117.09 FEET; THENCE S 86°32'25" E, 85.02 FEET; THENCE N 03°47'32" E, 162.10 FEET; THENCE 592.12 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 95.00 FEET AND A CHORD BEARING AND DISTANCE OF N 34°14'40" E, 564.03 FEET; THENCE N 65°24'48" E, 131.73 FEET; THENCE 241.00 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 91.15 FEET AND A CHORD BEARING AND DISTANCE OF N 57°47'10" E, 240.23 FEET; THENCE 90.39 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 271.00 FEET AND A CHORD BEARING AND DISTANCE OF N 40°39'14" E, 49.97 FEET; THENCE N 3°05'56" E, 8.78 FEET; THENCE 20.16 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 18.25 FEET AND A CHORD BEARING AND DISTANCE OF N 62°44'47" E, 19.15 FEET; THENCE 95.56 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 32.25 FEET AND A CHORD BEARING AND DISTANCE OF N 09°30'25" E, 64.24 FEET; THENCE N 75°22'47" W, 265.04 FEET; THENCE N 66°15'15" W, 65.70 FEET; THENCE N 75°23'54" W, 893.28 FEET; THENCE 19.72 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 1098.50 FEET AND A CHORD BEARING AND DISTANCE OF N 00°44'38" W, 79.70 FEET; THENCE N 02°20'17" E, 3.58 FEET; THENCE 415.58 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 1753.50 FEET AND A CHORD BEARING AND DISTANCE OF N 08°07'29" E, 448.61 FEET; THENCE N 14°54'51" E, 16.81 FEET; THENCE 15.53 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 121.00 FEET AND A CHORD BEARING AND DISTANCE OF N 17°54'55" E, 75.49 FEET; THENCE N 20°54'59" E, 21.04 FEET; THENCE 84.08 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 1005.00 FEET AND A CHORD BEARING AND DISTANCE OF N 18°31'07" E, 84.06 FEET; THENCE 161.78 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 324.38 FEET AND A CHORD BEARING AND DISTANCE OF N 19°37'20" E, 161.68 FEET; THENCE N 23°07'38" E, 41.67 FEET; THENCE 320.81 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 2573.00 FEET AND A CHORD BEARING AND DISTANCE OF N 26°41'37" E, 320.60 FEET; THENCE N 30°15'56" E, 713.83 FEET; THENCE 1081.71 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 1487.00 FEET AND A CHORD BEARING AND DISTANCE OF N 5°06'19" E, 1098.01 FEET; THENCE N 71°56'42" E, 36.96 FEET; THENCE 176.27 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 640.00 FEET AND A CHORD BEARING AND DISTANCE OF N 75°13'26" E, 176.18 FEET; THENCE N 78°30'11" E, 164.69 FEET; THENCE 720.89 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 595.00 FEET AND A CHORD BEARING AND DISTANCE OF N 43°47'39" E, 677.60 FEET; THENCE N 09°05'06" E, 125.31 FEET; THENCE 384.15 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 282.00 FEET AND A CHORD BEARING AND DISTANCE OF N 29°56'24" W, 355.13 FEET; THENCE N 68°57'54" W, 9.83 FEET; THENCE 96.94 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 195.00 FEET AND A CHORD BEARING AND DISTANCE OF N 83°22'23" W, 95.94 FEET; THENCE 49.22 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 280.00 FEET AND A CHORD BEARING AND DISTANCE OF S 87°35'16" W, 49.15 FEET; THENCE N 87°22'36" W, 50.00 FEET TO THE END OF THIS ALIGNMENT, SAID POINT BEING 6689.88 FEET NORTH OF AND 3242.22 FEET EAST OF SAID SOUTHWEST CORNER OF THE SOUTHEAST 1/4 SECTION.

- SURVEY NOTES:**
- COORDINATES AND BEARINGS REFERENCED TO WISCONSIN COORDINATE REFERENCE SYSTEM (INAD83 2011) SHEBOYGAN COUNTY, THE WEST LINE OF THE SE 1/4 OF SECTION 23-15-23 BEING N 00°19'50" W.
  - FIELD SURVEY DONE BY TERRATEC ENGINEERING LLC, SEPTEMBER 2019



SHORELAND BULKHEAD BULKHEAD RE-ESTABLISHMENT SHEER RVR & LK MICIL SHORELINE CITY OF SHEBOYGAN			
DESIGNED BY	T.M.	APPROVED BY	R.F.S.
DATE	3/12/2020	DATE	3/12/2020
REVISION	NO.	DESCRIPTION	DATE BY
1		MODIFIED ALIGNMENT DESCRIPTION	4/1/2020 RFS
TERRATEC PROJECT NO. 1906009			
TERRATEC ENGINEERING, LLC		SHEET NO. 1 OF 6	



	
<b>ENGINEERING LLC</b> 1906009	
PROJECT NO. SHEBOYGAN MARINA	DATE 3/17/2020
SHEET NO. 2	TOTAL SHEETS 6



**SHORELAND BULKHEAD**  
**BULKHEAD RE-ESTABLISHMENT**  
 SHEBOYGAN RIVER & LAKE MICHIGAN SHORELINE  
 CITY OF SHEBOYGAN





<b>SHORELAND BULKHEAD BULKHEAD RE-ESTABLISHMENT SHEER BRK &amp; LK MICHIGAN CITY OF SHERBOURNE</b>	
DATE	3/12/2020
SCALE	AS SHOWN
PROJECT NO.	1906009
DATE	4
NO.	6



SHORELAND BULKHEAD  
BULKHEAD RE-ESTABLISHMENT  
SHEER BRK & LK MICHIGAN  
CITY OF SHERBOURNE

DATE: 3/12/2020  
SCALE: AS SHOWN  
PROJECT NO.: 1906009  
DATE: 4  
NO.: 6



**SHORE AND BILLHEAD**  
 BILL HEAD OF RESIDENT  
 SHIRI BIRK & LK. SUTR SHORELINE  
 CITY OF SHIROVACAN

DATE	3/12/2020
PROJECT	RES
SCALE	1" = 100'
PROJECT NO.	1906009
DATE	5
DATE	6

ENGINEERING, LLC  
 1306009





	
<b>SHORELAND BULKHEAD</b> <b>BULKHEAD RE-ESTABLISHMENT</b> SHERRILL & LAKOTA SHORELINE CITY OF SHERRILL, MN	
DATE	2/17/2020
SCALE	AS SHOWN
PROJECT NO.	1506009
DATE	6
DATE	6

IX

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. May 18, 2020.

Your Committee to whom was referred DIRECT REFERRAL Gen. Ord. No. 4-20-21 by Alderpersons Sorenson and Donohue amending various sections of the Municipal Code so as to update them to conform with state statutes and to temporarily reduce fees for various licenses related to the serving of fermented malt beverages and intoxicating liquor to the minimum required by statute, and to temporarily waive fees for sidewalk cafes; all reductions and fees to be applicable for the licensing year that includes July 1, 2020; recommends adopting the Ordinance with amendments.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

X

Subs. of Gen. Ord. No. 4 - 20 - 21. By Alderpersons Sorenson and Donohue.  
May 18, 2020.

AN ORDINANCE amending various sections of the Municipal Code so as to update them to conform with state statutes and to temporarily waive fees for sidewalk cafés.

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

Section 1. Sec. 10-65 of the Municipal Code entitled "Limitations on other business; Class "B" premises" is hereby repealed and recreated so as to read as follows:

"Sec. 10-65. - Limitations on other business; Class "B" premises.

No Class "B" license may be granted for any premises where any other business is conducted in connection with the premises, except that this restriction does not apply if the premises for which the Class "B" license is issued is connected to premises where other business is conducted by a secondary doorway which serves as a safety exit and is not the primary entrance to the Class "B" premises. No other business may be conducted on premises operating under a Class "B" license. These restrictions do not apply to any of the following:

- (1) A hotel.
- (2) A restaurant, whether or not it is a part of or located in any mercantile establishment.
- (3) A combination grocery store and tavern.
- (4) A combination novelty store and tavern.
- (5) A bowling center or recreation premises.
- (6) A club, society or lodge that has been in existence for six months or more prior to the date of filing application for the Class "B" license.
- (7) A painting studio.
- (8) Premises for which a special Class "B" license is issued under Sec. 10-26(h) if the license is one of multiple licenses issued by the municipality to the same licensee for the same date and times, the licensee is the sponsor of an event held at multiple locations within the municipality on this date and at these times, and an admission fee is charged for participation in the event and no additional fee is charged for service of alcohol at the event."

Section 2. Sec. 10-103 of the Municipal Code entitled "Retail "Class B" licenses" is hereby repealed and recreated in subsection (g) thereof so as to read as follows:

"Sec. 10-103. - Retail "Class B" licenses.

. . .

- (g) The fee for an initial issuance of a reserve "Class B" license, as defined in Wis. Stats. § 125.51(4)(a)4, shall be \$10,000.00, except that the fee for an initial issuance of a reserve "Class B" license to a bona fide club or lodge situated and incorporated in Wisconsin for at least six years is the fee established under section 10-104 for such a club or lodge. The fee under this subsection is in addition to any other fee required under this chapter. The annual fee for renewal of a reserved "Class B" license, as defined in Wis. Stats. § 125.51(4)(a)4 is the fee established in subsection (d) above.

. . ."

Section 3. Sec. 10-177 of the Municipal Code entitled "Presence in places of sale; penalty" is hereby repealed and recreated in subsection (a) thereof so as to read as follows:

"Sec. 10-177. - Presence in places of sale; penalty.

- (a) *Restrictions.* An underage person not accompanied by his or her parent, guardian or spouse who has attained the legal drinking age may not enter, knowingly attempt to enter or be on any premises for which a license or permit for the retail sale of alcohol beverages has been issued, for any purpose except the transaction of business pertaining to the licensed premises with or for the licensee or his or her employee. The business may not be amusement or the purchase, receiving or consumption of edibles or beverages or similar activities which normally constitute activities of a customer of the premises. This paragraph does not apply to:
- (1) An underage person who is a resident, employee, lodger or boarder on the premises controlled by the proprietor, licensee or permittee of which the licensed premises consists or is a part.
  - (2) An underage person who enters or is on a Class "A" or "Class A" premises for the purpose of purchasing items other than alcohol beverages. An underage person so entering the premises may not remain on the premises after the purchase.

- (3) Hotels, drug stores, grocery stores, bowling centers, movie theaters, painting studios, billiards centers having on the premises 12 or more billiards tables that are not designed for coin operation and that are 8 feet or longer in length, indoor golf simulator facilities, indoor golf and baseball facilities on premises for which the only alcohol beverage license issued is a Class "B" license, service stations, vessels, cars operated by any railroad, regularly established athletic fields, outdoor volleyball courts that are contiguous to a licensed premises, stadiums, music festival venues during an event with a projected attendance of at least 2,500 persons, public facilities as defined in Wis. Stats. § 125.51(5)(b)1.d., which are owned by a county or municipality or centers for the visual or performing arts.
- (3m) Premises having an indoor volleyball court that measures at least 9 meters by 18 meters in area. The exception under this subdivision does not authorize an underage person to loiter in any room that is primarily used for the sale or consumption of alcohol beverages.
- (3r) Any privately owned business that exists to provide recreational fishing opportunities to the public for a fee and that is registered under Wis. Stats. § 95.60(3m), if the sale of alcohol beverages accounts for less than 30 percent of the business's gross receipts.
- (4) Concessions authorized on state-owned premises in the state parks and state forests as defined or designated in Wis. Stats. Chapters 27 and 28, and parks owned or operated by agricultural societies.
- (5) Ski chalets, golf courses and golf clubhouses, racetracks licensed under Wis. Stats. Chapter 562, curling clubs, private soccer clubs and private tennis clubs.
- (6) Premises operated under both a Class "B" or "Class B" license or permit and a license under Wis. Stats. § 97.30, for a restaurant where the principal business conducted is that of a restaurant. If the premises are

operated under both a Class "B" or "Class B" license or permit and a license under Wis. Stats. § 97.30, for a restaurant, the principal business conducted is presumed to be the sale of alcohol beverages, but the presumption may be rebutted by competent evidence.

- (6m) Premises operating under both a "Class C" license and a license under Wis. Stats. § 97.30, for a restaurant.
- (7) An underage person who enters or remains on a Class "B" or "Class B" premises for the purpose of transacting business at an auction or market, if the person does not enter or remain in a room where alcohol beverages are sold, furnished or possessed.
- (8) An underage person who enters or remains in a room on Class "B" or "Class B" licensed premises separate from any room where alcohol beverages are sold or served, if no alcohol beverages are furnished or consumed by any person in the room where the underage person is present and the presence of underage persons is authorized under this subdivision subject to subsection (b).
- (9) A person who is at least 18 years of age and who is working under a contract with the licensee, permittee or corporate agent to provide entertainment for customers on the premises.
- (10) An underage person who enters or remains on Class "B" or "Class B" licensed premises on a date specified by the licensee or permittee during times when no alcohol beverages are consumed, sold or given away. An underage person may enter and remain on Class "B" or "Class B" premises under this subdivision subject to subsection (c).
- (11) An underage person who enters or remains in a dance hall or banquet or hospitality room attached to Class "B" or "Class B" licensed premises for the purpose of attending a banquet, reception, dance, or other similar event.
- (12) An underage person who enters and remains on premises for which a temporary Class "B" license is issued under section 10-62(h) of this Code if the licensee is authorized by the city clerk or the common council or

a committee thereof to permit underage persons to be on the premises and if the licensee permits underage persons to be on the premises.

(13) An underage person who enters or remains in a banquet or hospitality room on brewery premises operated under a Class "B" or "Class B" license for the purpose of attending a brewery tour.

(14) <intentionally omitted>

(15) An underage person employed by or assisting a law enforcement agency in carrying out enforcement activities to determine compliance with, or investigate potential violations of, the provisions of this section.

(16) An underage person who enters or remains in a banquet or hospitality room on winery premises operated under a "Class A" or "Class B" license for the purpose of attending a winery tour.

. . ."

Section 4. Sec. 110-502 of the Municipal Code entitled "Sidewalk café permit" is hereby repealed and recreated in subsection (a) thereof so as to read as follows:

"Sec. 110-502. - Sidewalk café permit.

(a) *Annual license.* The fee for an annual sidewalk cafe permit shall be the greater of \$50.00 or \$1.00 per square foot. Notwithstanding this provision, there shall be no fee for an annual sidewalk café permit issued for the license year beginning April 15, 2020 and ending April 14, 2021.

. . ."

Section 5. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**I**

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

Gen. Ord. No. 4 - 20 - 21. By Alderpersons Sorenson and Donohue.  
May 13, 2020.

AN ORDINANCE amending various sections of the Municipal Code so as to update them to conform with state statutes and to temporarily reduce fees for various licenses related to the serving of fermented malt beverages and intoxicating liquor to the minimum required by statute, and to temporarily waive fees for sidewalk cafés; all reductions and fees to be applicable for the licensing year that includes July 1, 2020.

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

Section 1. Sec. 10-62 of the Municipal Code entitled "Class "B" licenses" is hereby repealed and recreated in subsection (d) thereof so as to read as follows:

"Sec. 10-62. - Class "B" licenses.

. . .

(d) The fee for a Class "B" license shall be \$100.00 per year; except that the fee for such a license for the license year beginning July 1, 2020 and ending June 30, 2021, shall be \$10.00. Except when the fee has been reduced to \$10.00, the fee for a license for less than 12 months shall be prorated according to the number of months or fraction thereof for which the license is issued.

. . ."

Section 2. Sec. 10-65 of the Municipal Code entitled "Limitations on other business; Class "B" premises" is hereby repealed and recreated so as to read as follows:

"Sec. 10-65. - Limitations on other business; Class "B" premises.

No Class "B" license may be granted for any premises where any other business is conducted in connection with the premises, except that this restriction does not apply if the premises for which the Class "B" license is issued is connected to premises where other business is conducted by a secondary doorway which serves as a safety exit and is not the primary entrance to the Class "B" premises. No other business may be conducted on premises operating under a Class "B" license. These restrictions do not apply to any of the following:

APS

- (1) A hotel.
- (2) A restaurant, whether or not it is a part of or located in any mercantile establishment.
- (3) A combination grocery store and tavern.
- (4) A combination novelty store and tavern.
- (5) A bowling center or recreation premises.
- (6) A club, society or lodge that has been in existence for six months or more prior to the date of filing application for the Class "B" license.
- (7) A painting studio.
- (8) Premises for which a special Class "B" license is issued under Sec. 10-26(h) if the license is one of multiple licenses issued by the municipality to the same licensee for the same date and times, the licensee is the sponsor of an event held at multiple locations within the municipality on this date and at these times, and an admission fee is charged for participation in the event and no additional fee is charged for service of alcohol at the event."

Section 3. Sec. 10-103 of the Municipal Code entitled "Retail "Class B" licenses" is hereby repealed and recreated in subsection (g) thereof so as to read as follows:

"Sec. 10-103. - Retail "Class B" licenses.

. . .

- (g) The fee for an initial issuance of a reserve "Class B" license, as defined in Wis. Stats. § 125.51(4)(a)4, shall be \$10,000.00, except that the fee for an initial issuance of a reserve "Class B" license to a bona fide club or lodge situated and incorporated in Wisconsin for at least six years is the fee established under section 10-104 for such a club or lodge. The fee under this subsection is in addition to any other fee required under this chapter. The annual fee for renewal of a reserved "Class B" license, as defined in Wis. Stats. § 125.51(4)(a)4 is the fee established in subsection (d) above.

. . . "

Section 4. Sec. 10-103 of the Municipal Code entitled "Retail "Class B" licenses" is hereby repealed and recreated to add subsection (j) thereof so as to read as follows:

"Sec. 10-103. - Retail "Class B" licenses.

. . .

(j) Notwithstanding subsection (d) of this Section, the annual fee for a "Class B" license for the license year beginning July 1, 2020 and ending June 30, 2021 shall be \$50.00."

Section 5. Sec. 10-104 of the Municipal Code entitled "Retail "Class C" licenses" is hereby repealed and recreated in subsection (e) thereof so as to read as follows:

"Sec. 10-104. - Retail "Class C" licenses.

. . .

(e) The annual fee for a "Class C" license shall be \$100.00, except that the annual fee for such a license for the license year beginning July 1, 2020 and ending June 30, 2021 shall be \$10.00. Except when the fee has been reduced to \$10.00, the fee for a license for less than 12 months shall be prorated according to the number of months or fraction thereof for which the license is issued."

Section 6. Sec. 10-177 of the Municipal Code entitled "Presence in places of sale; penalty" is hereby repealed and recreated in subsection (a) thereof so as to read as follows:

"Sec. 10-177. - Presence in places of sale; penalty.

(a) *Restrictions.* An underage person not accompanied by his or her parent, guardian or spouse who has attained the legal drinking age may not enter, knowingly attempt to enter or be on any premises for which a license or permit for the retail sale of alcohol beverages has been issued, for any purpose except the transaction of business pertaining to the licensed premises with or for the licensee or his or her employee. The business may not be amusement or the purchase, receiving or consumption of edibles or beverages or similar activities which normally constitute activities of a customer of the premises. This paragraph does not apply to:

- (1) An underage person who is a resident, employee, lodger or boarder on the premises controlled by the proprietor, licensee or permittee of which the licensed premises consists or is a part.
- (2) An underage person who enters or is on a Class "A" or "Class A" premises for the purpose of purchasing items other than alcohol beverages. An underage person so entering the premises may not remain on the premises after the purchase.
- (3) Hotels, drug stores, grocery stores, bowling centers, movie theaters, painting studios, billiards centers having on the premises 12 or more billiards tables that are not designed for coin operation and that are 8 feet or longer in length, indoor golf simulator facilities, indoor golf and baseball facilities on premises for which the only alcohol beverage license issued is a Class "B" license, service stations, vessels, cars operated by any railroad, regularly established athletic fields, outdoor volleyball courts that are contiguous to a licensed premises, stadiums, music festival venues during an event with a projected attendance of at least 2,500 persons, public facilities as defined in Wis. Stats. § 125.51(5)(b)1.d., which are owned by a county or municipality or centers for the visual or performing arts.
- (3m) Premises having an indoor volleyball court that measures at least 9 meters by 18 meters in area. The exception under this subdivision does not authorize an underage person to loiter in any room that is primarily used for the sale or consumption of alcohol beverages.
- (3r) Any privately owned business that exists to provide recreational fishing opportunities to the public for a fee and that is registered under Wis. Stats. § 95.60(3m), if the sale of alcohol beverages accounts for less than 30 percent of the business's gross receipts.
- (4) Concessions authorized on state-owned premises in the state parks and state forests as defined or designated in Wis. Stats. Chapters 27 and 28, and parks owned or operated by agricultural societies.

- (5) Ski chalets, golf courses and golf clubhouses, racetracks licensed under Wis. Stats. Chapter 562, curling clubs, private soccer clubs and private tennis clubs.
- (6) Premises operated under both a Class "B" or "Class B" license or permit and a license under Wis. Stats. § 97.30, for a restaurant where the principal business conducted is that of a restaurant. If the premises are operated under both a Class "B" or "Class B" license or permit and a license under Wis. Stats. § 97.30, for a restaurant, the principal business conducted is presumed to be the sale of alcohol beverages, but the presumption may be rebutted by competent evidence.
- (6m) Premises operating under both a "Class C" license and a license under Wis. Stats. § 97.30, for a restaurant.
- (7) An underage person who enters or remains on a Class "B" or "Class B" premises for the purpose of transacting business at an auction or market, if the person does not enter or remain in a room where alcohol beverages are sold, furnished or possessed.
- (8) An underage person who enters or remains in a room on Class "B" or "Class B" licensed premises separate from any room where alcohol beverages are sold or served, if no alcohol beverages are furnished or consumed by any person in the room where the underage person is present and the presence of underage persons is authorized under this subdivision subject to subsection (b).
- (9) A person who is at least 18 years of age and who is working under a contract with the licensee, permittee or corporate agent to provide entertainment for customers on the premises.
- (10) An underage person who enters or remains on Class "B" or "Class B" licensed premises on a date specified by the licensee or permittee during times when no alcohol beverages are consumed, sold or given away. An underage person may enter and remain on Class "B" or "Class B" premises under this subdivision subject to subsection (c).

- (11) An underage person who enters or remains in a dance hall or banquet or hospitality room attached to Class "B" or "Class B" licensed premises for the purpose of attending a banquet, reception, dance, or other similar event.
- (12) An underage person who enters and remains on premises for which a temporary Class "B" license is issued under section 10-62(h) of this Code if the licensee is authorized by the city clerk or the common council or a committee thereof to permit underage persons to be on the premises and if the licensee permits underage persons to be on the premises.
- (13) An underage person who enters or remains in a banquet or hospitality room on brewery premises operated under a Class "B" or "Class B" license for the purpose of attending a brewery tour.
- (14) <intentionally omitted>
- (15) An underage person employed by or assisting a law enforcement agency in carrying out enforcement activities to determine compliance with, or investigate potential violations of, the provisions of this section.
- (16) An underage person who enters or remains in a banquet or hospitality room on winery premises operated under a "Class A" or "Class B" license for the purpose of attending a winery tour.

. . ."

Section 7. Sec. 110-502 of the Municipal Code entitled "Sidewalk café permit" is hereby repealed and recreated in subsection (a) thereof so as to read as follows:

"Sec. 110-502. - Sidewalk café permit.

- (a) *Annual license.* The fee for an annual sidewalk cafe permit shall be the greater of \$50.00 or \$1.00 per square foot. Notwithstanding this provision, there shall be no fee for an annual sidewalk café permit issued for the license year beginning April 15, 2020 and ending April 14, 2021.

. . ."

Section 8. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

\_\_\_\_\_  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

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Gen. Ord. No.           - 20 - 21. By Alderpersons Wolf and Sorenson.  
May 18, 2020.

AN ORDINANCE repealing and recreating Section 26-907 and Article VIII, Division 4 of Chapter 26 of the Municipal Code entitled "Sewer and Water Services."

WHEREAS, the consumption of lead in drinking water and from other environmental sources has been determined to cause health problems; and

WHEREAS, the City of Sheboygan and the Sheboygan Board of Water Commissioners find it in the public interest to establish an ongoing program for replacing lead and galvanized service lines connected to the municipal water distribution system; and

WHEREAS, galvanized steel service lines are also a health concern due to lead in coatings and the accretion of lead particles if the galvanized line was ever connected to a lead service line; and

WHEREAS, given the widespread and large number of lead and galvanized service lines installed throughout the City's history, replacement is expected to take place over many years; and

WHEREAS, the Sheboygan Water Utility maintains WDNR-approved water treatment practices intended to minimize lead leaching into drinking water from lead and galvanized service lines that were installed during the first half of the twentieth century and earlier; and

WHEREAS, property owners can also take steps to further reduce risks, such as using point-of-use devices designed to further reduce lead levels, if present; and

WHEREAS, pursuant to § 62.11(5), Wis. Stats., the Common Council has the management and control of the city property, finances, highways, navigable waters, and the public service, and shall have power to act for the government and good order of the city, for its commercial benefit, and for the health, safety, and welfare of the public, and may carry out its powers by license, regulation, suppression, borrowing of money, tax levy, appropriation, fine, imprisonment, confiscation, and other necessary or convenient means; and

WHEREAS, pursuant to § 196.372(2), Wis. Stats., a public water utility may provide financial assistance to the owner of a property to which water utility service is provided for the purpose of assisting the owner in replacing customer-side water service lines containing lead if each of the following three conditions are met:

PW

1. The city in which the public water utility provides utility service to the property has enacted an ordinance that:
  - permits the water public utility to provide the financial assistance, and
  - requires each owner of a premises that is serviced by a customer-side water service line containing lead to replace that water service line.
2. The customer-side water service line and the water main pipe that are connected to the water service line either:
  - do not contain lead, or
  - the lead-containing portion of the customer-side water service line or water main pipe is replaced at the same time.
3. The Public Service Commission has granted its approval pursuant to § 196.372(3), Wis. Stats.; and

WHEREAS, Sheboygan Water Utility staff and the City Attorney have been working with counsel for the Public Service Commission to ensure a proposed program of financial assistance complies with both state law with regard to assessments and imposition of costs, as well as utility regulations in the Wisconsin Administrative Code, and the proposed ordinance changes should deal with both the statutory and regulatory concerns.

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

Section 1. Section 26-907 of the Municipal Code, entitled "Definitions" is hereby repealed and recreated to read as follows:

"Sec. 26-907. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Curb stop* means a buried shut-off valve on a service line usually located near the right-of-way line.

*Customer-side service line* means the portion of the water service line from (but not including) the corporation at the public water main to the inlet at the property's water meter.

*Distribution system* means the network of water mains or pipes, hydrants, valves and appurtenances owned and operated by the Water Utility. The Utility does not own any of the water service beyond the corporation at the public water main to the inlet at the property's water meter.

*Galvanized steel service line (GSL)* means a water service line constructed of galvanized steel.

*Lead service line (LSL)* means a water service line constructed of lead, a material commonly used prior to the 1950s. For purposes herein, GSL and LSL are considered the same in terms of requirements and qualifying for the financial assistance program described in Division 4 of this Article.

*Plumbing* means and includes:

- (1) All piping, fixtures, appliances, equipment, devices and appurtenances in connection with the water supply, water distribution and drainage systems, including hot water storage tanks, water softeners and water heaters connected with such water and drainage systems and also includes the installation thereof.
- (2) The construction, connection or installation of any drain or waste piping system from the outside or proposed outside foundation walls of any building to the mains or other sewage system terminal within bounds of, or beneath an area subject to easement for highway purposes, including private sewage systems, and the alteration of any such systems, drains or waste piping.
- (3) The water service piping from the outside or proposed outside foundation walls of any building to the main or other water utility service terminal within bounds of or beneath an area subject to easement for highway purposes and its connections.
- (4) The water pressure system other than municipal systems as provided in W.S.A., ch. 144.
- (5) A plumbing and drainage system so designed and vent piping so installed as to keep the air within the system in free circulation and movement; to prevent with a margin of safety unequal air pressures of such force as might blow, siphon or affect trap seals, or retard the discharge from plumbing fixtures, or permit sewer air to escape into the building; to prohibit cross connection, contamination or pollution of the

potable water supply and distribution systems; and to provide an adequate supply of water to properly serve, cleanse and operate all fixtures, equipment, appurtenances and appliances served by the plumbing system.

*Pre-qualified plumbing contractor* means a person, firm, or corporation or other entity licensed by the State of Wisconsin to perform plumbing work and established on the Water Utility's pre-qualified list of plumbing contractors.

*Property* means real property as defined in § 70.03, Wis. Stats.

*Property owner* means a person or legal entity having a possessory interest, legal or equitable, in property, which defined term includes an estate, trust, or lien.

*Service line* means a smaller pipe connected as a lateral to a larger public water main and intended to convey water into buildings or grounds. Service lines are the responsibility of the property owner served, or intended to be served, by the line.

*Spot lead service line* means a water service line constructed of lead (or galvanized) in only a portion of its length.

*Storm and clear drains* means a drain, sewer or pipe for conveying water, stormwater, groundwater, subsurface water or clear water wastes from any source and shall include sump pumps as defined by Chapter SPS 382, Wis. Admin. Code."

Section 2. Section 26-996 of the Municipal Code, entitled "Extension through lot line" is hereby repealed and recreated in subsection (b) thereof to read as follows:

"Sec. 26-996. - Extension through lot line.

. . .

(b) The installation and maintenance of all sewer (sanitary, storm and mini-storm) and water laterals and service lines from the city mains shall be the responsibility of the owner of the property which they serve."

Section 3. Section 26-1003 of the Municipal Code, entitled "Water services and private water mains" is hereby repealed and recreated to read as follows:

"Sec. 26-1003. - Water services and private water mains.

Water service lines and private water mains from the public water main in the street to the inlet of the water meter shall be ductile iron, soft copper, or plastic, as permitted under SPS 384.30(4), Wis. Admin. Code, with no sweat joints underground. If plastic, then the lines and mains must be installed with tracing wire."

Section 4. Section 26-1004 of the Municipal Code, entitled "Identification of lead and galvanized service lines" is hereby repealed and recreated in subsection (b) thereof to read as follows:

"Sec. 26-1004. - Identification of lead and galvanized service lines.

. . .

(b) Upon notice from the Utility, any person or entity who owns, manages, or otherwise exercises control over a property connected to the distribution system shall allow the Utility to inspect the service line to determine the service line material as authorized by § 196.171, Wis. Stats."

Section 5. Section 26-1005 of the Municipal Code, entitled "Lead and galvanized service line replacement requirement" is hereby repealed and recreated to read as follows:

"Sec. 26-1005. - Lead and galvanized service line replacement requirement.

- (a) All existing lead and galvanized service lines connected to the water distribution system, when replaced, shall be replaced with water service lines constructed of materials as authorized in this ordinance. Repairs or reconnections shall not be allowed, except in case of emergency and only by Water Utility staff and for a duration of 10 days.
- (b) Prior to replacement of lead service lines, such as on water main replacement projects, the Utility shall inspect all affected service lines for the presence of lead or galvanized steel.
- (c) On all water main replacement projects or other projects that would directly affect lead or galvanized water service lines, all lead and galvanized service lines shall be replaced, and not reconnected, in their entirety. This generally excludes street restoration that does not involve excavation of, or near, the water service lines.
- (d) When any lead service lines within the street or municipal right-of-way is repaired or replaced under orders from the Wisconsin Department of Natural Resources or the United States Environmental

Protection Agency, the abutting property owner receiving water service shall replace any private water service material in order to become compliant with Wis. Admin. Code § SPS 382.22(2)(b), or other applicable statutes, ordinances, rules, or regulations of the city or of the State of Wisconsin.

- (e) A property owner shall have 18 months from the date of notification from the city to conform to the State Plumbing Code or other applicable statutes, ordinances, rules, or regulations of the city or of the State of Wisconsin. If a property owner fails to replace a customer-side service line as required by this ordinance, the Water Utility may, in accordance with its water utility tariffs, discontinue water service to such property until the customer-side service line is replaced."

Section 6. Section 26-1006 of the Municipal Code, entitled "Financial assistance for lead and galvanized service line replacements" is hereby repealed and recreated to read as follows:

"Sec. 26-1006. - Financial assistance for lead and galvanized service line replacements.

- (a) The City authorizes its Board of Water Commissioners, acting through the Water Utility, to implement and maintain a financial assistance program for the replacement of lead and galvanized service lines in accord with the requirements of the Wisconsin Public Service Commission.
- (b) If the Board of Water Commissioners implements an approved financial assistance program, the Utility may provide eligible property owners with a grant for up to fifty percent (50%) of the cost of the service line replacement, but not to exceed a maximum grant amount established by the Board of Water Commissioners, which shall periodically review and adjust the maximum grant amount. All work must be done by a Utility-approved plumbing contractor.
- (c) The remainder of the lead service line replacement cost after the grant provided in subsection (b) shall either be paid for directly by the property owner or by a zero interest (0%) loan of up to six years provided by the Water Utility. A property owner shall repay the loan in equal monthly or quarterly installments. Loan repayments shall be included on the Water Utility's monthly or quarterly utility bills, or bill prepared separately by Water Utility. Loan repayments that are past due may be placed on the property tax roll as provided in § 66.0809, Wis. Stats. Neither the Water Utility nor the City may forgive any LSL loan amount. Upon the sale of the property, the loan amount shall be paid in full prior to or on the sale date.

- (d) A property owner is eligible for financial assistance for the purpose of replacing the customer-side service line if the property owner satisfies all of the following criteria:
- (1) The property owner alone, or collectively with others, owns the entire fee simple title to the property served by the customer-side service line.
  - (2) The property owner replaces the entire LSL, leaving no remnant of lead or galvanized material.
  - (3) The property owner agrees to have the replacement work done by a pre-qualified plumbing contractor in compliance with this ordinance.
- (e) Written applications for financial assistance shall include the following:
- (1) A completed application on a form furnished by the water utility signed by the eligible property owner. The completed application form shall include a certification by the property owner that attests that all eligibility criteria listed in subsection (d) are met.
  - (2) Copies of written quotes from at least two pre-qualified plumbing contractors for the replacement of the property owner's customer-side service line. A pre-qualified plumbing contractor is one that has completed and submitted proper forms and been placed on the water utility's pre-qualified plumbing contractor list.
- (f) A property owner will be eligible for financial assistance based only on the lowest bid amount included in the written quotes received from pre-qualified plumbing contractors under subparagraph (e)(2) unless except in extraordinary circumstances and with the approval of the Utility Superintendent in his/her sole discretion. Except as provided herein, financial assistance amounts will strictly be determined pursuant to base bid pricing and will not include change orders. In extraordinary circumstances the Utility Superintendent may in his or her sole discretion, with approval of the property owner, approve a contractor-requested change order for inclusion in the financial assistance portion of the work.
- (g) After a complete application is received, and prior to the commencement of any replacement work, the water utility shall determine if the property owner is eligible for financial assistance, and shall determine the amount of financial assistance available as a

grant and the amount of financial assistance available as a loan. Such determination shall be provided in writing to the applying property owner.

- (h) Customer-side service line replacement work must be accomplished in a workmanlike manner and be coordinated with any other utility work.
- (i) Upon completion of the customer-side service line replacement, the property owner shall provide the water utility with a copy of the invoice from the plumbing contractor. Upon proof of completion satisfactory to the property owner and the water utility, the water utility shall directly pay the plumbing contractor the amount of money approved by the water utility for financial assistance for replacement of the customer-side service line. The water utility shall provide the property owner with documentation of such payment.
- (j) The total amount of money provided by the water utility as financial assistance in the form of a grant and loan may not exceed the actual cost of replacement of the customer-side service line.
- (k) Disputes regarding eligibility for financial assistance may be appealed to the Sheboygan Board of Water Commissioners, whose determination is final.
- (l) If a property owner fails to replace a customer-side service line as required by this ordinance, the water utility may, in accordance with its water utility tariffs, discontinue water service to such property until the customer-side service line is replaced.
- (m) The property owner shall, as a condition of participating in the program described in this section, execute a temporary right of entry and construction easement authorizing the Utility and/or its contractors' access to the dwelling as needed.
- (n) Financial assistance granted to eligible property owners shall be in accordance with the following priority:
  - (1) Properties with licensed/certified child-care facilities or schools.
  - (2) Properties where the Utility is replacing a public water main on a planned or emergency basis, or where other street construction will significantly impact lead service lines, resulting in health concerns.
  - (3) Properties with a leaking or failed lead service line

- (4) Properties where the Utility determines that replacing a lead service line is in the best interest of health or safety.
- (5) All remaining properties with lead service lines."

\_\_\_\_\_  
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I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

UPDATED

R. O. No. 12 - 20 - 21. By CITY CLERK. May 18, 2020.

Submitting various license applications for the period ending June 30, 2022.

\_\_\_\_\_  
City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9516	Boss, Destiny L.	2114 Georgia Ave.
3189	Buvid, Olivia	1106 S. 7 <sup>th</sup> St. Apt. #3
3181	De St. Aubin, Kristin	129 Columbine Lane
3180	Dewberry, Karena B.	2012 N. 19 <sup>th</sup> St.
3190	Ebbers, Tyler	1121 Main Ave.
3183	Grover, Kristine F.	916B Michigan Ave.
3028	Hendrikse, Cathy A.	1416 Logan Ave.
5928	Huibregtse, Erik	1515A Alabama Ave.
3193	Hunt, Hannah	1441 S. 11 <sup>th</sup> St.
3187	King, Jason	830 N. Water St.
2047	Kobes, Laura	1121 Main Ave.
3192	McKinney, Tineka	815 Madison Ave., Howards Grove
3186	Paloge, Daniel	152 E. Scott St., Fond du Lac
3182	Roberts, Laura	1627 N. 10 <sup>th</sup> St.
5564	Stuefen, Arleigh	1522 N. 11 <sup>th</sup> St.
3179	Torres, Jazmin	819 Clara Ave.
3184	Turner, Mark L.	247 Sheboygan St.

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7927	Altwies, John H.	2103A S. 7 <sup>th</sup> St.
1542	Anderson, James C.	1014 Dillingham Ave.
6743	Apel, Jay R.	1601 N. 8 <sup>th</sup> St. Apt. C
6414	Babler, Elizabeth	1503 Division Ave.
5190	Beck, Kevin M.	1116 A N. 12 <sup>th</sup> St.
2215	Becker, Kayla	1621 N. 20 <sup>th</sup> St.
2639	Benzow, Donna	N18792 Ten Acre Rd., Goodman
9563	Berger, Ruth E.	734 Dartmouth Dr., Sheb. Falls
7881	Black, Abigail	31 S. 11 <sup>th</sup> St. Apt. D, Oostburg
1325	Born, Christy L.	2326 S. 11 <sup>th</sup> St.

KLPS

2267 Burton, James  
1015 Busch, Jeffrey M. \*Club\*  
2660 Carey, Susan  
6297 Champeau, Heath R.  
5240 Coenen, Mike \*Club\*  
7338 Coffin, Kurt \*Club\*  
2211 DeMolli, Kristin  
2574 Dietz, Jean  
5169 Drier, Lacey  
2524 Ebeling, Dana  
2364 Fetterer, Rachel  
8384 Fischer, Cindy L.  
1559 Gabrish, Patricia M.  
8582 Gilman, Lindsay  
5729 Gonzalez, Michelle  
5514 Green, John  
5285 Grub, Jason  
5286 Grub, Timothy  
3679 Hajenga, Gail  
9904 Heitzmann, Mary  
2872 Hendrikse, Larry A.  
2681 Hilbelink, Nealy  
2220 Hilbert, Megan  
8604 Hildreth, Ammber  
1522 Holler, Kristi  
2540 Humphrey, Cortney  
2363 Humphrey, Kayla  
2169 Humphrey, Todd  
7409 Husa, Darrel F. \*Club\*  
1169 Ivio, Courtney  
1574 Johnston, Janet  
2073 Kapellen, Sandra J.  
5633 Kempf, Shireen A.  
2664 Kesner, Derek  
7872 Kinyon, Kirt D. \*Club\*  
8594 Klabecek, Kenneth A.  
1432 Klessig, Kurt  
2188 Klinzing, Caleb R.  
1649 Knaak, William A.  
8881 Krahn, Nicole M.  
8875 Kramer, Renee A.  
5472 Kulow, Mary A.  
1803 Manz, Beth A.  
2447 McCoy, Benjamin D.  
2209 Methfessel, Kevin  
1864 Meyer, Michael E.  
3365 Meyer, Wendy  
830 N. Water St. Apt. 109  
428 St. Clair Ave. Apt. #4  
1411 S. 21<sup>st</sup> St.  
2113 N. 40<sup>th</sup> St.  
2515 N. 26<sup>th</sup> St.  
1335 Columbus Ave.  
3906 N. 28<sup>th</sup> St.  
721 Geele Ave.  
2330 N. 15<sup>th</sup> St.  
N4460 Riverbend Dr., Hingham  
1120 Ontario Ave.  
314 Center Ave. Apt. #1  
903 Page Ct.  
214 2<sup>nd</sup> St., Sheb. Falls  
819 Clara Ave.  
2919 S. 18<sup>th</sup> St.  
1716 Wisconsin Ave.  
2123 Carmen Ave.  
2606 S. 7<sup>th</sup> St.  
2206 Sunflower Ave.  
1416 Logan Ave.  
113 2<sup>nd</sup> St., Sheb. Falls  
N4441 VanTreeck Trail, Sheb. Falls  
2311 Hillshire Dr. Apt. 2C  
3115 Whistling Ct.  
61 Green Bay Ct., Sheb. Falls  
61 Green Bay Ct., Sheb. Falls  
61 Green Bay Ct., Sheb. Falls  
1092 Creeks Cross #26, Kohler  
1913 Humboldt Ave.  
1628 S. 19<sup>th</sup> St.  
1633 Indiana Ave.  
916 Mayflower Ave. #4  
2201 Erie Ave. #A101  
724 N. 15<sup>th</sup> St.  
704 Forest Blvd., Sheb. Falls  
2206 Sunflower Ave.  
2419 N. 11<sup>th</sup> St.  
1342 Winter St.  
1133 Pershing Ave.  
2526 Mandy Cr.  
W4160 Main Rd. Apt. 2, Plymouth  
301 Leavens Ave., Sheb. Falls  
2011 Indiana Ave.  
2210 Erie Ave.  
2925A Lakeshore Dr.  
1315 Parkwood Blvd.

7140 Miller, Joan  
2485 Mindock, Ethan C.  
2272 Morton, Kaylee N.  
2403 Myers, Makai C.  
5641 Norling, Matthew L.  
2692 Pastorek, Sarah  
2640 Pellowski, William M.  
2863 Proue, Bonnie L.  
2698 Reese, Christopher G. \*Club\*  
1025 Reinl, Nicholas C. \*Club\*  
0453 Riste, Stacy L.  
2255 Schefsky, Stephanie E.  
6448 Schmidt, Timothy J.  
2730 Schneider, Amy J.  
0388 Schulak, Tara M.  
7214 Semsch, Daniel  
5002 Shembeda, Linda  
2644 Shinn, Michelle  
2234 Stadler, Rachel R.  
7673 Steen, Linda S.  
8315 Stewart, Brittany  
7318 Strean, Charles \*Club\*  
0575 Temby, Ian D.  
1558 TenPas, Pamela S.  
1632 Theobald, Erika M.  
8718 Theune, Kimberly  
2667 Utech, Ian R.  
8588 Van Der Sande, Jenna  
0792 Vorpahl, Julia  
5810 Wagner, Elizabeth A.  
0586 Wagner, Jessica  
7319 Weimer, Thomas \*Club\*  
9652 Whitaker, Casey  
2659 Willette, Amanda  
2318 Winkel, Gregg S.  
2678 Woepse, Krystal  
1308 Woodward, Heidi  
7824 Woolwine, Eugene A.  
1620 Wunrow, Douglas V.  
2593 Yonan, Keith  
1035 Zalewski, John G.  
9726 Zastrow Jr., Michael L.  
8028 Ziegelbauer, Robert J. \*Club\*  
2355 Ziegler, Jan M.  
4783 Zimmerman, Leslie  
7486 Zschetzsche, Brian A. \*Club\*

1909 Mead Ave.  
1703 North Ave.  
3114 N. 9<sup>th</sup> St.  
919 N.5<sup>th</sup> St. Apt. 11  
930 N. 27<sup>th</sup> St.  
2207 Creekside Ct.  
301 New York Ave.  
2218 N. 23<sup>rd</sup> St.  
3204 N. 12<sup>th</sup> St.  
5740 Sherwood Dr.  
3444 S. 17<sup>th</sup> St.  
W2568 Miley Rd., Sheb. Falls  
2416 N. 34<sup>th</sup> St.  
1724 S. 11<sup>th</sup> St. Apt. A  
1210A N. 14<sup>th</sup> St.  
924 Logan Ave.  
2011 Indiana Ave.  
911 Indiana Ave. Apt. A  
951 S. Main St., Cedar Grove  
4166 Red Birch Ct.  
1602 Superior Ave.  
4136 North Field Dr.  
3017 S. 12<sup>th</sup> St.  
1622 S. 21<sup>st</sup> St.  
3213 N. 10<sup>th</sup> St.  
2710 Savannah Circle Apt. D  
1526 S. 25<sup>th</sup> St.  
1909 S. 10<sup>th</sup> St.  
1527 Carmen Ave.  
2116 Meadowland Dr. Apt. 204  
909 North Ave.  
3620 Rosewood Ct.  
2211 Henry St.  
1012 Falls Parc Dr. Apt.2, Sheb. Falls  
3219 Main Ave.  
110 A Monroe St., Sheb. Falls  
1155 Madison Ave.  
1717 N. 9<sup>th</sup> St. Unit B  
1622 S. 8<sup>th</sup> St.  
1614 Fox Hill Rd.  
5009 Grey Fox Dr.  
4227 County Rd. A  
N8540 Lakeshore Rd.  
1312 Kentucky Ave.  
1542 Sibley Ct.  
1328 N. 4<sup>th</sup> St.

II

Other Matters

R. O. No. 13 - 20 - 21. By CITY CLERK. May 18, 2020.

Submitting various license applications for the period ending June 30, 2021, April 14, 2021.

\_\_\_\_\_  
City Clerk

CLASS "A" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3279	Citgo 1	610 S. 14 <sup>th</sup> Street
3192	Harbor Centre Marina I	821 Broughton Drive
2631	North 8 <sup>th</sup> Oriental Store	2002 N. 8 <sup>th</sup> Street
2710	The Pig Stop II	2917 N. 15 <sup>th</sup> Street

"CLASS A" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3357	Alex's Corner Market	515 N. 8 <sup>th</sup> Street
2423	Wal-Mart Supercenter #1276	3711 S. Taylor Drive

"CLASS B" LIQUOR LICENSE (June 30, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3445	J & J's Hotspot	1823 N. 12 <sup>th</sup> Street
3444	SS Northstar	3004 N. 8 <sup>th</sup> Street

"CLASS B" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 <sup>th</sup> Street Ale Haus	1132 N. 8 <sup>th</sup> Street
3389	Al & Al's I	1502 S. 12 Street
2880	Anglers Avenue Pub & Grill	518 S. Pier Drive
3159	Big Mikes Sports Bar & Grill	911 Indiana Avenue
2805	Blue Harbor Resort I	725 Blue Harbor Drive
2381	Bourbon Street Pub & Grill	1536 Indiana Avenue
2762	Braveheart Pub I	2120 Calumet Drive
1040	Brennan's on Michigan	1101 Michigan Avenue
3150	Craft 30	908 Michigan Avenue

1089 Dave's Who's Inn	835 Indiana Avenue
2121 El Camino	823 Michigan Avenue
3418 Fairfield Inn by Marriot	4117 S. Taylor Drive
2487 Frankies Pub & Grill	2218 Indiana Avenue
3136 Franks Place	3023 N. 15 <sup>th</sup> Street
1799 George Michaels I	513 N. 8 <sup>th</sup> Street
1892 Gosses At the Northwestern House	1909 Union Avenue
3117 Harbor Lights IV	434 Pennsylvania Avenue
2849 Hops Haven	1327 S. 14 <sup>th</sup> Street
3299 In the Bag	1501 Union Avenue
3322 Indiana Joe's	933 Indiana Avenue
2726 John Michael Kohler Arts	608 New York Avenue
2807 Knights of Columbus I	833 Center Avenue
1199 Lakeshore Lanes	2519 S. Business Drive
3086 Las Brisa's	1129 S. 8 <sup>th</sup> Street
2085 Legend Larry's	733 Pennsylvania Avenue
3271 Limelight Pub	1702 S. 17 <sup>th</sup> Street
2685 Lino Ristorante Italiano	422 S. Pier Drive
2740 Mannings Irish Pub	3015 N. 15 <sup>th</sup> Street
1226 Meyer's Lakeview Pub	550 Wilson Avenue
3335 Mi Ranchito I	1235 Indiana Avenue
2301 Mojo	1235 Pennsylvania Avenue
2976 My Place Bar & Grill	1515 New Jersey Avenue
3435 Nine-O-Two	902 Indiana Avenue
2563 Penn Avenue Pub II	827 Pennsylvania Avenue
1252 Peteks Tavern	2702 S. 8 <sup>th</sup> Street
3363 Pinky's	2123 N. 15 <sup>th</sup> Street
2272 PJ's Party Zone	910 N. 18 <sup>th</sup> Street
1267 Poor Richards	1105 Geele Avenue
3001 Ranieri's Four of a Kind	811 Indiana Avenue
3353 Rendez-Vous	920 Michigan Avenue
1288 Riverview Club	626 N. 15 <sup>th</sup> Street
1303 Rupp's Downtown	925 N. 8 <sup>th</sup> Street
3404 Scenic Bar I	1635 Indiana Avenue
1925 Screamers	2201 N. 15 <sup>th</sup> Street
3325 Sheboygan Biergarten	511 Kiwanis Park Road
1337 Sheboygan Elks Lodge #299	1943 Erie Avenue
1229 Shebogan Moose Lodge #438	1811 Georgia Avenue
1346 Sheboygan Pine Club	1716 Geele Avenue
1286 Sheboygan Riverside Boat Club	1228A Wisconsin Avenue
1353 Sheboygan Yacht Club	214 Pennsylvania Avenue
1360 Sly's Midtown Saloon	508 N. 8 <sup>th</sup> Street
3198 Skiper Inn	808 Broadway Avenue
3186 Suscha's Bar	1054 Pennsylvania Avenue
3162 Sundance Saloon	1509 S. 12 <sup>th</sup> Street
2020 Terrys	1028 Lincoln Avenue
2566 That Place on 8 <sup>th</sup>	1432 S. 8 <sup>th</sup> Street

2193 The Kaddyshack  
2207 The Silver Fern  
2921 The Walkabout  
1411 Tommys Bar  
3307 Umi Sushi & Steak House  
3373 Union Ave Tap  
2427 Urbane  
1420 VFW Post #9156  
3119 Vibez Bar  
2513 Vreekes Tavern I  
1764 Water Street Pub  
2029 Weill Center

1502 S. 13<sup>th</sup> Street  
2538 N. 15<sup>th</sup> Street  
2401 Calumet Drive  
2335 N. 15<sup>th</sup> Street  
519 N. 8<sup>th</sup> Street  
1401 Union Avenue  
1231 N. 8<sup>th</sup> Street  
552 S. Evans Street  
2513 S. 8<sup>th</sup> Street  
935 Michigan Avenue  
931 N. 12<sup>th</sup> Street  
826 N. 8<sup>th</sup> Street

CLASS "B" BEER LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2879	Charcoal Inn North	1637 Geele Avenue
2796	Charcoal Inn South	1313 S. 8 <sup>th</sup> Street
3111	Glas: The Green Coffeehouse	924 N. 14 <sup>th</sup> Street
3129	Greece E Spoon	1217 N. 8 <sup>th</sup> Street
3034	Marc Cinemas	3266 Kohler Memorial Drive
3022	Paradigm	1202 N. 8 <sup>th</sup> Street
1809	The Wharf	377 Riverfront Drive

"CLASS C" LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3111	Glas: The Green Coffeehouse	924 N. 14 <sup>th</sup> Street
3129	Greece E Spoon	1217 N. 8 <sup>th</sup> Street
3034	Marc Cinemas	3266 Kohler Memorial Drive
3022	Paradigm	1202 N. 8 <sup>th</sup> Street

SIDEWALK CAFÉ (April 14, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3150	Craft 30	908 Michigan Avenue

SIDEWALK CAFÉ (April 14, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 <sup>th</sup> Street Ale Haus	1132 N. 8 <sup>th</sup> Street

CIGARETTE/TOBACCO (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2889	Family Dollar #25587	2821 N. 15 <sup>th</sup> Street
3387	Sheboygan Vapor	3116 S. Business Drive
3043	SR Tobacco	2529 S. Business Drive
2389	The Epicure Lounge	1116 Michigan Avenue

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3150	Craft 30	908 Michigan Avenue-16x60 ft. outdoor patio space west of Craft 30.
3001	Ranieri's Four of a Kind	811 Indiana Avenue - East and west and south parking lots.
1752	The End Zone	904 Indiana Avenue - To include parking area north of building.

CHANGE OF AGENT

Michelle Moehring is replacing Clint Wills as agent effective immediately for Fairfield Inn by Marriot located at 4117 S. Taylor Drive.

Maureen Riordan-Haese is replacing Andrew Herman as agent effective immediately for Glas - The Green Coffeehouse located at 924 N. 14<sup>th</sup> Street.

III

Other Matters

Res. No. 28 - 20 - 21. By Alderpersons Wolf and Sorenson. May 18, 2020.

A RESOLUTION authorizing a Relocation Order in the City of Sheboygan, Sheboygan County, Wisconsin.

WHEREAS, the City of Sheboygan has determined a need to improve vehicular transportation facilities at the intersection of Union Ave and South Taylor Drive in the City of Sheboygan; and

WHEREAS, the City has developed a transportation design in the affected area which will require city infrastructure to control traffic in the area and, in so doing, determined the need to acquire additional right-of-way from a parcel in the City of Sheboygan; and

WHEREAS, the map attached and incorporated as Exhibit A shows the location of the right-of-way and the land and interests required in order to complete the required transportation design; and

WHEREAS, the map attached and incorporated as Exhibit A also includes the legal description of the right-of-way depicted in that Exhibit.

NOW, THEREFORE, BE IT RESOLVED: That this Resolution is a Relocation Order, in accordance with Wis. Stat. § 32.05(1), relating to the acquisition of right-of way for public transportation purposes.

BE IT FURTHER RESOLVED: That it is necessary, in accordance with Wis. Stat. § 32.07(2), for the City of Sheboygan to acquire fee title to the real estate depicted and described on Exhibit A.

BE IT FURTHER RESOLVED: That the City of Sheboygan will acquire, by condemnation, in accordance with Wis. Stat. chapter 32, if necessary, such interest in said real estate from the record owners as identified on Exhibit A and from any and all other persons or entities who may have an interest in said real estate.

RB

BE IT FURTHER RESOLVED: That all City officials, employees, and agents are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

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I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

# EXHIBIT

CLIENT  
Mortenson

SITE ADDRESS  
3114 Union Ave. City of Sheboygan, Sheboygan County, Wisconsin.

LEGAL DESCRIPTION

Right of way Conveyance for 3114 Union Avenue  
Bearing reference per Document No. 1843935 as recorded in Sheboygan County Register of Deeds.

A part of the Southwest 1/4 of the Southeast 1/4 of Section 28, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the Southwest corner of said Southeast 1/4 section; thence North 01°10'24" West along the West line of said Quarter Section and East line of S. Taylor Drive 33.00 feet to the point of beginning of the lands described hereinafter; thence North 01°10'24" West along said West line 26.52 feet to a point; thence S86°23'16"E 115.63 feet to a point; thence N87°54'05"E 152.78 feet to a point on the West line of Georgia Avenue; thence South along said West line 15.00 feet to a point on the North line of Union Avenue; thence S87°53'56"W along said North line 267.72 feet to the point of beginning.

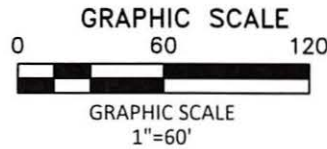
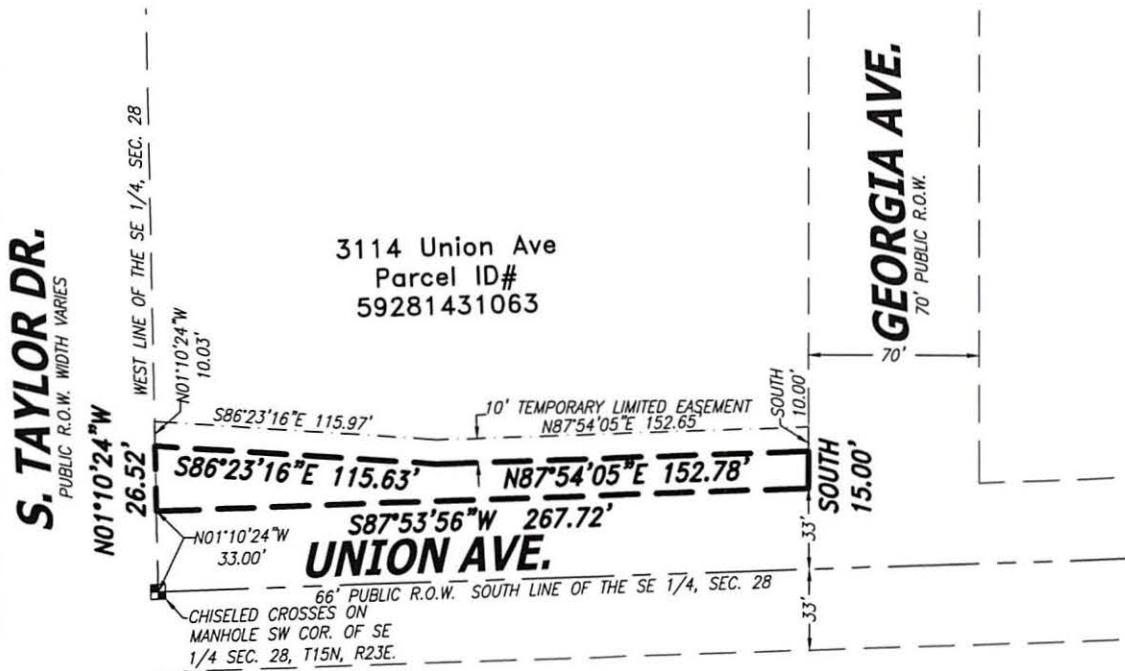
Said land contains 4681 square feet or 0.1075 acres.

TEMPORARY LIMITED EASEMENT:

A part of the Southwest 1/4 of the Southeast 1/4 of Section 28, Township 15, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the Southwest corner of said Southeast 1/4 section; thence North 01°10'24" West along the West line of said Quarter Section and East line of S. Taylor Drive 59.52 feet to the point of beginning of the lands described hereinafter; thence North 01°10'24" West along said West line 10.03 feet to a point; thence South 86°23'16" East 115.97 feet to a point; thence North 87°54'05" East 152.65 feet to a point on the West line of Georgia Avenue; thence South along said West line 10.00 feet to a point; thence South 87°54'05" West 152.78 feet to a point; thence North 86°23'16" West 115.63 feet to the point of beginning.

Said land contains 2,684 square feet or 0.0616 acres.



DATE: May 11, 2020

**CHAPUT**  
LAND SURVEYS

234 W. Florida Street  
Milwaukee, WI 53204

414-224-8068  
www.chaputlandsurveys.com

Date	Revision description

This document is an instrument of professional service, and may be protected by the surveyors work product doctrine or surveyor / client privilege. The information shown hereon is intended solely for the use of the client and client directed third parties.

Drawing No. 2568-far