

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

# City of Sheboygan

## Common Council Handbook

*"I think local government is the hardest job in the country because it is one thing to be at the federal level where you can talk grand thoughts, talk about things in policy terms, and encourage legislation that channels your decision making into certain goals; it is another thing to pick up the garbage, to plow the snow, to sweep the street, to make sure your signal lights are working. Local government is really hard. That is where the rubber meets the road, and it is much harder than federal government." -- Pauline A. Schneider*

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### Preface

This manual is intended to provide alderpersons, committee and board members, city employees, and members of the public with general rules of procedure and decorum during all formal meetings. These rules are intended for easy reference only and do not supersede current city ordinances or resolutions. The City of Sheboygan follows the rules of parliamentary procedure set forth in Robert's Rules of Order, Newly Revised, in all cases in which they are applicable and not inconsistent with the ordinances and regulations of the City.

The mayor (who chairs council meetings) and committee chairpersons set the tone and structure of the meetings over which they preside. That tone and structure may vary from individual to individual. The mayor and chairperson are responsible for ensuring that debate and discussion is conducted appropriately, professionally and within the rules of order. They enforce the observance of order and proper decorum between the entire membership and those present during any meeting. The mayor and chairpersons have discretionary authority to excuse non-members from the meeting whenever any disturbance or disorderly conduct occurs.

All alderpersons, commissioners, committee members, board members, officers and those in attendance at all meetings shall conform their conduct to the rules and expectations of this manual.

## I. COMMON COUNCIL PROCEEDINGS

### A. Generally Used Rules of Order and Procedure

Alderspersons may only act on items posted on the agenda. Alderspersons may not act on items posted for discussion only. Certain items not posted on the agenda may be introduced as "Other Matters Authorized by Law," but no action may be taken on such matters other than to lie over to the next meeting or be referred to a committee.

The consent agenda deals with matters generally regarded as routine. However, any alderperson may call a specific document for separate action after the motion is made to approve the agenda. If an alderperson simply requires clarification about a document in the consent agenda, he or she may simply inquire without calling for separate action.

Any alderperson may request to pull forward any document out of the order of the agenda.

#### 1. Most Commonly Used Documents

The following are the types of documents upon which the common council generally acts:

**Ordinances:** Ordinances are the laws of the city. An ordinance may enact new legislation or amend or repeal an existing ordinance.

The proper motion for the passage of an ordinance is: "I move to adopt the ordinance."

This motion requires a second, is debatable, amendable and generally requires a majority vote, unless otherwise required by law or ordinance. For example, charter ordinances require a two-thirds vote of all members.

**Resolutions:** The common council conducts general business through resolutions. They are generally less permanent enactments than ordinances. Resolutions may direct or authorize the appropriate city officials to act on matters approved by the common council. Resolutions also may be used to create committees, commissions or boards to assist the common council in conducting its business.

The proper motion for the passage of a resolution is: "I move to adopt the resolution."

This motion requires a second, is debatable, amendable and generally requires a majority vote, unless otherwise required by law or ordinance. For example, resolutions altering the adopted budget require a two-thirds vote of the entire membership of the common council.

**Report of Committees:** These documents, generally known as R.C.s, are reports created by committees and then referred to the common council to give recommendations on matters initially referred to them. They often include a recommendation for action or to adopt an ordinance/resolution.

When an R.C. comes to common council, the report should simply be received. However, additional action will generally be needed on the matters referred to the committee. Proper motions related to an R.C. include the following: "I move to receive the R.C. and adopt the ordinance." "I move to receive the R.C. and file the ordinance." "I move to receive the R.C. and approve the licenses." "I move to receive the R.C. and deny the license." Filing an item is to reject it.

These motions require a second, are debatable but not amendable, and require a majority vote.

**Report of Officers:** These documents, generally known as R.O.s, are reports or recommendations submitted by boards, commissions, or department heads.

The proper motion for acting on an R.O. is: "I move to receive the R.O. and adopt the recommendation" or "I move to receive the R.O. and file the recommendation."

These motions require a second, are debatable but not amendable, and require a majority vote.

**Communications:** Communications are letters received by the mayor, alderpersons or the city clerk that are submitted to the common council for consideration and placed on an agenda. Not all letters and petitions are placed on an agenda. In fact, most such letters should first be directed to staff members before being submitted to common council, as action can often be taken more quickly and efficiently that way. The mayor, in consultation with the city clerk, determines which matters to place on an agenda.

Once submitted to common council, communications may be referred to a committee, commission, or board. Often, they may also be immediately acted upon during a common council meeting. All communications must be submitted to the city clerk before the deadline for the common council agenda.

A proper motion for acting on a communication is: "I move that the communication be received and filed," or "I move that the communication be referred to committee."

This motion requires a second, is debatable, but not amendable, and requires a majority vote.

**Other documents:** Often, staff members will prepare attachments, exhibits, or other documents to assist alderpersons in preparing for committee or common council meetings. These are for information only, and not meant for action.

The most common such document is called an “IFC” (Item for Consideration). This standardized document includes information about the fiscal impact of a proposed document, gives some background on the proposal, provides staff input and recommendations, references current law that may impact the proposal, and gives a recommended action.

IFCs are available with the other documents on the agenda item in “BoardDocs” (the city’s online system for organizing meeting agendas, minutes, and documents.) While an IFC is not something that is approved, received, filed, or debated, it generally contains important information that will assist the common council in making policy decisions.

All documents, whether those being acted upon, or documents attached for information, must be provided to the city clerk by noon on the Wednesday prior to a council meeting so they can be attached in BoardDocs and tracked for open records compliance purposes. All documents being acted upon must also be sent to the City Attorney’s office at least 48 hours prior to the clerk’s Wednesday deadline so that they can be reviewed for legal compliance and form. Similarly, any documents referred to in a resolution or report must also be provided to the city clerk so they can be attached in BoardDocs and tracked. Normally, these documents must be provided prior to the agenda deadline.

## **2. Most Common Types of Action**

The following are the four most common types of actions the common council takes during a meeting:

**Passage** - this is favorable action taken by the common council.

**Referral** - this action sends a document to a committee, commission or board for deliberation and a recommendation.

**Filing** - this action dispenses of a document immediately or refers out of committee.

**Lying Over** - this results when certain documents cannot be passed on the first reading without suspension.

## **3. Suspending the Rules**

The common council operates by a set of operating rules. Some rules are codified by ordinance; such rules must be followed unless the council passes an ordinance changing those rules. (Note, however, that rules codified in this fashion may contain special provisions to allow those rules to be temporarily lifted. Most rules, however, including those in this handbook and those in Robert’s Rules of Order, may be suspended.

Suspension of the rules can happen in any number of circumstances. The most common reason for suspension is to allow the common council to act immediately on a resolution, report, or communication, rather than sending it to a committee or requiring it to lay over to the next meeting.

A common council member may make a motion to suspend the rules. An appropriate motion is: "Your Honor/Mayor, I request suspension of the rules to allow the resolution to be approved immediately."

The motion to suspend the rules, per Sec. 2-168, Sheboygan Municipal Code, requires a  $\frac{3}{4}$  vote of the members-elect. In addition, "unless unanimous consent is given, the vote on suspension shall be by call of the roll." The Mayor may determine unanimous consent by asking if any member of the common council has an objection to suspension, and declaring the rule suspended if there is no objection.

#### **4. Calling the Vote**

**Voice Vote** - all actions other than those requiring a roll call vote may be adopted or passed by voice vote.

**Roll Call Vote** - a roll call vote is required on the adoption of all ordinances, resolutions, report of committees, report of officers and other documents assessing or levying taxes, appropriating or disbursing funds, actions creating a liability or charge against the city or discharging or commuting a claim or demand against the city. A roll call vote is required on confirmation of appointments. It is also required whenever the common council or a committee votes to go into and come out of closed sessions.

A roll call vote may be called for by the mayor at his discretion or upon the request of any member of the common council.

An appropriate request for a roll call by a member of the common council is: "Your Honor/Mayor, I request a roll call vote."

This is not a motion and therefore does not require a second, debate or vote.

## 5. Most Commonly Used Motions

<b>MOTION</b>	<b>REQUIRES SECOND</b>	<b>DEBATABLE</b>	<b>AMENDABLE</b>	<b>VOTE REQUIRED</b>
Main Motion	Yes	Yes	Yes	Majority
Motion to Reconsider	Yes	Yes	No	Majority
Motion to Rescind	Yes	Yes	Yes	Majority (with notice)
Motion to Amend	Yes	Yes	No	Majority
Motion to Substitute	Yes	Yes	Yes	Majority
Motion to Amend the Amendment	Yes	Yes	No	Majority
Motion to Refer to Committee	Yes	Yes	Yes	Majority
Motion to Hold	Yes	Yes	Yes	Majority
Motion to Call the Question	Yes	No	No	2/3
Motion to Suspend the Rules	Yes	No	No	* 3/4
Motion to Divide the Question	Yes	No	No	Majority
Motion to Open the Floor	Yes	Yes	Yes	Majority
Point of Order	No	No	No	None
Motion to Recess	Yes	No	Yes	Majority
Motion to Adjourn	Yes	No	Yes	Majority

## 6. Other Common Rules

An alderman may appear and vote at a common council meeting remotely (i.e., by telephone, video conference, etc.), if notice of remote attendance appears on the agenda. A member who is not physically present counts towards a quorum. However, a member may not participate or vote on any matter that requires the visual assessment of a witness's demeanor if the member is unable to make such a visual assessment, nor may a member vote on any matter that requires the visual assessment of physical evidence or exhibits that have not been previously reviewed by the member. (Sec. 2-138, Sheboygan Municipal Code.) Because ensuring security is difficult with remote attendance, remote attendance has typically not been permitted during closed sessions. However, in cases where remote attendance may be necessary due to pandemic or other health situations and where the use of particularized guidelines help ensure security, such permission may be granted by the mayor, in consultation with the City Clerk, City Attorney, and other necessary staff

Alders shall speak only twice on matters being debated or discussed during a common council meeting except upon leave of the common council. (See Sec. 2-184, Sheboygan Municipal Code.)

Privilege of the floor during common council meetings is extended to the mayor, the city clerk, the city attorney, the city administrator, the chief of police or such other police officer in attendance, the finance director/treasurer, members of the department of engineering and public works, the director of planning and development, and members of the media who are confining themselves to their professional duty. No other person is allowed on the council floor except upon the invitation of the mayor or common council.

Only those persons who have privilege of the floor may address the common council. All others may address the common council pursuant to a motion to open the floor.

An appropriate request to allow a person who has privilege of the floor to address the common council is: "Your Honor/Mayor, I request that Mr./Mrs. (state name) address the council." Only the mayor may call the person forward.

An appropriate motion to allow persons who do not have privilege of the floor is: "Your Honor/Mayor, I move to open the floor to (state name)."

Alderspersons may address those persons who have privilege of the floor or to whom the floor has been open with the consent of the mayor. Otherwise, alderspersons may only address the mayor. Thus, when speaking, they should refrain from addressing other alderspersons, staff members, or the audience, and should face the mayor.

An appropriate request to address those persons is: "Your Honor/Mayor, may I address Mr./Ms. (state name)?"

An alderperson may not engage in debate or become confrontational with persons who have privilege of the floor or to whom the floor has been open. At all other times, alderspersons must address the mayor or other presiding officer, not each other or the public.

A motion to amend or a motion to amend the amendment that will totally alter the nature of the original ordinance or resolution is considered out of order as not being "germane." To be germane, an amendment must in some way involve the same question that is raised by the motion to which it is applied. The mayor or presiding officer of the common council shall rule in the first instance as to the admissibility of the amendment in question.

No alderperson may cross the floor or leave the council chamber while the mayor or presiding officer is addressing the common council or submitting a question. (See Sec. 2-180, Sheboygan Municipal Code.)

When an alderperson is called to order, he or she shall not speak except in explanation until it shall have been determined that the alderperson is in order. (See Sec. 2-183, Sheboygan Municipal Code.)

Any action under consideration by the common council, at the request of three alderpersons, shall be deferred to the next common council meeting to be held no sooner than one week following. The same action may not be deferred a second time or laid over. (See Sec. 2-81, Sheboygan Municipal Code.)

Whenever any disturbance or disorderly conduct occurs in the council chambers, or rooms or halls adjacent to the council chambers, the mayor or presiding officer has the power, with the aid of the chief of police or police officers in attendance, to cause the chambers, rooms or halls to be cleared of all persons except the alderpersons or officers of the common council. (See Sec. 2-39(a), Sheboygan Municipal Code.)

## **B. General Rules of Conduct**

Alderspersons and members of committees, commissions, and boards shall conduct themselves in a professional and respectful manner while representing the city.

Alderspersons and members of committees, commissions, and boards should wait to be recognized by the mayor or the chairperson before speaking. Upon being recognized, an appropriate preface to your comments is: "Thank you your Honor/Mayor" or "Thank you Mr. Chairman" or "Thank you Madam Chair."

Alderspersons shall not make disparaging statements during common council meetings about each other, elected officials, or others belonging to a different committee, commission, board, or staff.

All personal electronic devices that make noise, including but not limited to smart phones, tablets, etc., or anything else that makes noise, should be turned off while Council is in session so as not to cause a disturbance or distraction.

## **II. COMMISSIONS, COMMITTEES, AND BOARD PROCEEDINGS**

The Common Council has three standing committees: the Finance and Personnel Committee; the Public Works Committee; and the Licensing, Hearings, and Public Safety Committee. All committee members are appointed by the mayor and confirmed by the common council.

The Committee of the Whole is comprised of all the alderpersons. The mayor is not a member of the committee. The meetings are called as needed and serve the purpose of deliberation. The Committee of the Whole does not approve or disapprove of any matter before it; it simply makes a recommendation to the common council.

The common council has the power to create special committees on motion or by resolution as the common council deems appropriate.

Any standing committee or special committee may appoint a subcommittee from its membership.

A member of the City Attorney's office will generally be at all standing committee meetings. Members of any special committees, including the Committee of the Whole, should contact the City Attorney if they believe the presence of legal counsel at such meetings would be helpful.

#### **A. Generally Used Rules of Order and Procedure**

Only the items posted on the agenda may be acted on or discussed. Any items posted for discussion only may not be acted on.

Chairpersons of committees are responsible for preparing the agenda for all meetings and arranging for minutes to be taken and forwarded to the city clerk. Members may make a request for an item to be placed on the agenda. All documents for committee meetings should be provided to the clerk at least 24 hours prior to the deadline for the agenda (72 hours in the case of direct referrals.)

A quorum must be present in order for the meeting to proceed and the chairperson set the tone for the meeting. A quorum for committees, commissions, and boards is a majority of the full membership. Remote attendance is permitted under the same rules as for the common council (see Item I. A. 5, above.)

Members may speak only when recognized by the chairperson. There is no limitation on how many times a member may speak unless the chairperson sets one. Members may not interrupt the chairperson, other members, or the public who are speaking.

Items on the agenda may be pulled forward at the request of a member with the consent of the chairperson.

#### **B. Most Commonly Used Documents**

Every committee, commission, and board is unique. Many of them handle documents that are pertinent to them or have been referred to them by the common council.

The following documents are received or acted upon by committees, commissions, and boards, and need to be included with the agenda:

**Matters referred from common council** – matters referred from common council, directly or otherwise, (for example, R.O.s, resolutions, or ordinances) are sent to committee for recommendation and referral back to the common council on the committee's recommendation. The proper motion for matters referred from common council is to recommend that the common council receive and file reports or communications and recommend that the common council adopt resolutions and ordinances.

A majority vote against a recommendation to adopt a resolution or an ordinance is deemed to be a recommendation not to so adopt. In case of a tie vote (or a vote with no clear majority due to abstentions), a committee vote fails, but a separate motion would be needed to refer the item back to the common council. An appropriate motion in such a situation would be to refer the document back to council with no recommendation.

**Reports** – reports by department heads or other officials are generally informative. The proper motion for reports not being referred back to the common council is to receive and file the report. Reports may also be referred.

**Requests** – requests are generally made by the public and in some instances city employees. Requests may be granted, denied, held or referred.

**Communications** – communications vary and they generally are filed. In some instances they may be referred, held or acted upon.

**Presentations** – presentations are generally for information only; though action may be requested.

**IFCs** – staff members often prepare an “IFC” (Item for Consideration) for items on a committee agenda. This document includes information about the fiscal impact of a proposed ordinance, resolution, or other document for action; gives some background on the proposal; provides staff input and recommendations; references any current law that impacts the proposal; and gives a recommended action. It is for information, not action, although action may be requested.

### **III. RULES FOR THE PUBLIC**

All personal electronic devices that make noise, including but not limited to smart phones, tablets, etc., or anything else that makes noise, should be turned off while the common council is in session so as not to cause a disturbance or distraction.

#### **A. Public Forum**

The common council welcomes community input during its meetings.

The public present at the meeting is required to remain silent during the common council meeting. The mayor sets the tone for the common council meetings and enforces all the rules. The mayor may call anyone out of order. In order to preserve order, the mayor may also have anyone who is out of order escorted out of the council chambers.

In order to speak before the common council at the public forum, the public must first make a request to the city clerk. Such request shall be made no later than noon on the day of the common council meeting. Up to five persons are allowed to speak for up to five minutes during the public forum. If more than five people sign up, preference shall be given to city residents and persons who pay property taxes to the City on real or personal property. Comments shall be limited to discussion of items on the agenda. Any alderman may move to open the floor for one minute additional time. The common council has a full agenda to follow but may grant a person additional time to speak by a majority vote.

### **Basic Rules**

1. Before speaking, clearly state your name and address.
2. Speak clearly, do not swear or use foul language.
3. Address comments to alderpersons, committee, etc.
4. Limit comments to matters on the meeting agenda.
5. No advertising, self-promotion, or electioneering.
6. Do not be argumentative with presenters or department heads or representatives.
7. Do not personally attack or criticize the mayor, alderpersons, city officials, department heads, elected officials or staff.
8. Do not personally attack or criticize members of the public present at the meeting.
9. Do not personally attack any member of the public (whether or not present), board/committee members, employees, and the mayor.
10. Maintain your composure and show respect to the chairperson and respective committee members.

The common council receives citizen input and generally does not respond or debate issues with the public during the meeting. However, during a period of public comment, the open meeting law allows a governmental body to discuss any matter raised by the public. (See Sec. 19.83(2), Wis. Stats.) If there is a need for a response or answer to a question or concern, please make a request during your statement and the appropriate city official or employee will get back to you within a reasonable time.

## **B. Committees, Commissions and Boards**

The various city committees, commissions and boards welcome community input. When communications are received by the city and referred to a committee, commission or board, the respective chairperson may invite individuals to attend the meeting. The opportunity to speak is strictly up to the discretion of the chairperson.

Persons wishing to speak during these meetings should raise their hand and be recognized by the chairperson before speaking. There is no limitation on the amount of time an individual has to speak but the chairperson may limit the time.

Everyone is required to remain quiet during the meeting. The chairperson may rule one out of order and may have one escorted out if necessary.

### **Basic Rules**

1. Before speaking, clearly state your name and address.
2. Speak clearly, do not swear or use foul language.
3. Address comments to alderpersons, committee, etc.
4. Limit comments to matters on the meeting agenda.
5. No advertising, self-promotion, or electioneering.
6. Do not be argumentative with presenters or department heads or representatives.
7. Do not personally attack or criticize the mayor, alderpersons, city officials, department heads, elected officials or staff.
8. Do not personally attack or criticize members of the public present at the meeting.
9. Do not personally attack any member of the public (whether or not present), board/committee members, employees, and the mayor.
10. Maintain your composure and show respect to the mayor and alderpersons.



## Committee Appointments

Pursuant to Section 2-72 of the Municipal Code, Standing Committee assignments are made by the Mayor on Tuesday, April 21, 2020 subject to confirmation by the full Council at the Monday, April 27, 2020 meeting. The code further states that it is the Mayor's responsibility to make assignments that will best serve the interests of the City of Sheboygan. To assist me in that process, I've asked all of the Council Members to rank their committee preference. I have made every effort to take these preferences into consideration in the Standing Committee appointments that I have prepared and tonight present for your consideration and approval. Under the Municipal Code, each Alderperson shall be appointed to at least one but not more than two Standing Committees.

In addition to the list of appointments for the standing committees, I have shared the Committee preferences spreadsheet with the rankings of all the alderpersons. I'm pleased to report that all ten of the Alderpersons received their first choice in committee appointments. I trust that you as Common Council members will agree that these committee assignments and leadership selections along with the elections held tonight will position the City of Sheboygan for a successful 2020-2021 Council year.

Mayor Michael Vandersteen

OFFICE OF MAYOR

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI  
53081

920-459-3317  
sheboyganwi.gov



APRIL 21, 2020

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

**FINANCE AND PERSONNEL**

MARY LYNNE DONOHUE, CHAIRMAN  
JIM BOHREN, VICE CHAIRMAN  
TREY MITCHELL  
MARKUS SAVAGLIO  
TODD WOLF

**LICENSING, HEARINGS, AND PUBLIC SAFETY**

RYAN SORENSON, CHAIRMAN  
DEAN DEKKER, VICE CHAIRMAN  
BETTY ACKLEY  
MARY LYNNE DONOHUE  
BARB FELDE

**PUBLIC WORKS**

TODD WOLF, CHAIRMAN  
RYAN SORENSON, VICE CHAIRMAN  
MARKUS SAVAGLIO  
DEAN DEKKER  
ROSE PHILLIPS

MICHAEL J. VANDERSTEEN, MAYOR

OFFICE OF MAYOR

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI  
53081

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sheboyganwi.gov

April 21, 2020

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

### **ARCHITECTURAL REVIEW BOARD**

NAME	APPOINTED	EXPIRES
Alderson Markus Savaglio	04/21/2020	04/19/2021
Pam Langan – Real Estate Broker	04/21/2020	04/17/2023
Robert Heimerl – Architect	04/21/2020	04/17/2023
Charlie Wigg – Contractor	04/21/2020	04/17/2023

### **ZONING BOARD OF APPEALS (5 MEMBERS, 3-YEAR TERM)**

NAME	APPOINTED	EXPIRES
Don Gerber (Chairperson)	04/21/2020	04/17/2023
Edward Surek (1st Alternate)	04/21/2020	04/17/2023

### **BOARD OF LICENSE EXAMINERS**

NAME	APPOINTED	EXPIRES
Alderson Jim Bohren (Chairperson)	04/21/2020	04/19/2021
Dan Zelm (1st Alternate)	04/21/2020	04/18/2022
Todd Luedke – Electrical Contractor	04/21/2020	04/18/2022
Todd Thone	04/21/2020	04/18/2022

### **HOUSING REHABILITATION LOAN COMMISSION**

NAME	APPOINTED	EXPIRES
Alderson Trey Mitchell	04/21/2020	04/19/2021
Eric Larson	04/21/2020	04/19/2021
Roger Lahm	04/21/2020	04/19/2021
Kyle Whelton	04/21/2020	04/19/2021
Marilyn Montemayor	04/21/2020	04/19/2021

## **BOARD OF MARINA, PARK, AND FORESTRY COMMISSIONERS**

NAME	APPOINTED	EXPIRES
Alderson Todd Wolf – Chair of Public Works	04/21/2020	04/19/2021
John Koehler – Recreation Department Representative	04/21/2020	04/19/2021
Gerald Jones – City Plan Commission Representative	04/21/2020	04/19/2021
Peter Mayer – Historic Preservation Commission Representative	04/21/2020	04/19/2021
Michael Froh – Boat Slip leaser	04/21/2020	04/19/2021
Dennis Wield	04/21/2020	04/17/2023
Sgt. Alexander Jaeger – Police Department (non-voting)	04/21/2020	04/19/2021

## **BOARD OF POLICE & FIRE COMMISSIONERS**

NAME	APPOINTED	EXPIRES
Henry Jung – Independent	04/21/2020	04/21/2025

## **BOARD OF REVIEW**

NAME	APPOINTED	EXPIRES
Linda Serrano	04/21/2020	04/21/2025

## **CITY PLAN COMMISSION**

NAME	APPOINTED	EXPIRES
Don Cvetan	04/21/2020	04/19/2021
Dave Hoffman	04/21/2020	04/17/2023

## **HISTORIC PRESERVATION**

NAME	APPOINTED	EXPIRES
Peter Mayer	04/21/2020	04/17/2023
Paul Gottsacker	04/21/2020	04/17/2023

## **HOUSING AUTHORITY**

NAME	APPOINTED	EXPIRES
Kay Hill	04/21/2020	04/21/2025
Kasey Sipiorski (filling unexpired term of Linda Tiboris)	04/21/2020	04/18/2022

## **JOINT REVIEW BOARD**

NAME	APPOINTED	EXPIRES
Mayor Mike Vandersteen	04/21/2020	04/19/2021

## LIBRARY BOARD

NAME	APPOINTED	EXPIRES
Maeve Quinn (President)	04/21/2020	04/17/2023
Sherry Speth – Appointed by Sheboygan County Administrator	04/21/2020	04/17/2023
Meg Albrinck	04/21/2020	04/17/2023
Kyle Whelton	04/21/2020	04/17/2023

## MAYOR'S INTERNATIONAL COMMITTEE

NAME	APPOINTED	EXPIRES
Aldersperson Todd Wolf	04/21/2020	04/19/2021
Sarah Schwefel	04/21/2020	04/19/2021
Ruth Gerstner	04/21/2020	04/19/2021
James Graf	04/21/2020	04/19/2021
Yolanda Graf	04/21/2020	04/19/2021
Charlene Hinze	04/21/2020	04/19/2021
Mark Hinze	04/21/2020	04/19/2021
Thomas Michel	04/21/2020	04/19/2021
Carolyn Miesfeld	04/21/2020	04/19/2021
Rich Miesfeld	04/21/2020	04/19/2021
Cole Phillips	04/21/2020	04/19/2021
Trent Rammer	04/21/2020	04/19/2021
Anna Schoen	04/21/2020	04/19/2021
Henry Schoen	04/21/2020	04/19/2021
Patrick Siebold	04/21/2020	04/19/2021
Julie Vandersteen	04/21/2020	04/19/2021

## MAYOR'S NEIGHBORHOOD LEADERSHIP CABINET

NAME	APPOINTED	EXPIRES
Aldersperson Betty Ackley	04/21/2020	04/19/2021

## REDEVELOPMENT AUTHORITY

NAME	APPOINTED	EXPIRES
James Owen	04/21/2020	04/21/2025

## SENIOR ACTIVITY CENTER COMMISSION

NAME	APPOINTED	EXPIRES
Aldersperson Barb Felde	04/21/2020	04/19/2021
Martha Leppanen	04/21/2020	04/17/2023
Rich Miesfeld	04/21/2020	04/17/2023
Jeanne Bogardus	04/21/2020	04/17/2023

## SHEBOYGAN TRANSIT COMMISSION

NAME	APPOINTED	EXPIRES
Aldersperson Ryan Sorenson – LHPS	04/21/2020	04/19/2021
Aldersperson Todd Wolf – Public Works	04/21/2020	04/19/2021

## SHEBOYGAN COUNTY EMERGENCY MEDICAL SERVICES COUNCIL

NAME	APPOINTED	EXPIRES
Aldersperson Ryan Sorenson	04/21/2020	04/19/2021



MICHAEL J. VANDERSTEEN, MAYOR

## 2020-2021 Common Council Appointments

Aldersperson Name	Dist.	Finance & Personnel	Licensing, Hearings, & Public Safety	Public Works
Barb Felde	1	2	1	3
Todd Wolf	2	2	3	1
Mary Lynne Donohue	3	1	2	3
Betty Ackley	4	3	1	2
Markus Savaglio	5	2	3	1
Dean Dekker	6	3	2	1
Rose Phillips	7	3	2	1
Ryan Sorenson	8	3	2	1
Trey Mitchell	9	1	2	3
Jim Bohren	10	1	3	2

All 10 Alderspersons received their 1st choice in a Standing Committee appointment.

### Color Key

2nd Com. Apointment

Committee  
Chair

Committee  
Vice Chair

Committee  
Member

III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderperson Wolf. April 21, 2020.

A RESOLUTION requesting the Mayor to reactivate various special committees for the 2020-2021 Council year.

WHEREAS, by Res. No. 1-19-20, the Mayor was requested to reappoint various special committees.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor is hereby respectfully requested to reactivate the following committees by reappointment of members thereon:

- Mayor's International Committee
- Mayor's Neighborhood Leadership Committee
- Sheboygan Sustainable Task Force

\_\_\_\_\_

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 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.

FAP

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

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).

**Subtotal:** \$24,244.00  
**Tax (0.000%):** \$0.00  
**Shipping:** \$131.51  
**Total:** \$24,375.51

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**  
 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 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)

III

Res. No. \_\_\_\_\_ - 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.

F4P

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.

---

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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 Donohue and Bohren.  
April 21, 2020.

A RESOLUTION authorizing the appropriate City officials to execute two (2) engagement letters with Quarles & Brady LLP to serve as bond counsel for the City of Sheboygan.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the two (2) attached engagement letters with Quarles & Brady LLP to serve as bond counsel for the City of Sheboygan regarding the issuance of \$3,100,000 in Taxable Water Utility Revenue Bond Anticipation Notes (Series 2020B) and \$4,985,000 in General Obligation Promissory Notes (Series 2020A).

KAP

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

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



411 East Wisconsin Avenue  
Suite 2350  
Milwaukee, Wisconsin 53202-4426  
414.277.5000  
Fax 414.271.3552  
www.quarles.com

Attorneys at Law in  
Chicago  
Indianapolis  
Madison  
Milwaukee  
Minneapolis  
Naples  
Phoenix  
Scottsdale  
Tampa  
Tucson  
Washington, D.C.

April 15, 2020

VIA EMAIL

Ms. Meredith DeBruin  
City Clerk  
City of Sheboygan  
City Hall  
828 Center Avenue  
Sheboygan, WI 53081

Scope of Engagement Re: Proposed Issuance of \$3,100,000 City of Sheboygan (the "City") Taxable Water Utility Revenue Bond Anticipation Notes, Series 2020B (the "Securities")

Dear Ms. DeBruin:

We are pleased to be working with you again as the City's bond counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Role of Bond Counsel

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified

Ms. Meredith DeBruin  
April 15, 2020  
Page 2

proceedings; and undertake such additional duties as we deem necessary to render the bond counsel opinion described below. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the City has authority to issue the Securities for the purpose in question and has followed proper procedures in doing so;
- 2) the Securities are valid and binding obligations of the City according to their terms; and
- 3) the interest paid on the Securities will be included in gross income for federal income tax purposes.

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date.

Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party, or participating in a Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice: Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the City regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the City's consent to such situations even though our service to you is limited to the specialized area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the City has no objection to our representation of other clients who have dealings with the City, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or our role as bond counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be \$10,500. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Terms of Engagement

Either the City or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the City terminates our services, the City is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this engagement letter – including the City's failing to pay our bills, the City's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

Ms. Meredith DeBruin  
April 15, 2020  
Page 5

### City Responsibilities

We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

### Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

### Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

Ms. Meredith DeBruin  
April 15, 2020  
Page 6

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP

*/s/ Rebecca Speckhard*

Rebecca A. Speckhard

RAS:SMW:bes  
#850357.00063

cc: Mr. Darrell Hofland (via email)  
Mr. Martin W. Halverson (via email)  
Ms. Melissa Clevenger (via email)  
Mr. Charles C. Adams (via email)  
Mr. Thomas Cameron (via email)  
Ms. Carol Ann Wirth (via email)  
Ms. Gloria Herron (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

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

Its: \_\_\_\_\_

Title

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



411 East Wisconsin Avenue  
Suite 2350  
Milwaukee, Wisconsin 53202-4426  
414.277.5000  
Fax 414.271.3552  
www.quarles.com

Attorneys at Law in  
Chicago  
Indianapolis  
Madison  
Milwaukee  
Minneapolis  
Naples  
Phoenix  
Scottsdale  
Tampa  
Tucson  
Washington, D.C.

April 15, 2020

VIA EMAIL

Ms. Meredith DeBruin  
City Clerk  
City of Sheboygan  
City Hall  
828 Center Avenue  
Sheboygan, WI 53081

Scope of Engagement Re: Proposed Issuance of \$4,985,000 City of Sheboygan (the "City") General Obligation Promissory Notes, Series 2020A (the "Securities")

Dear Ms. DeBruin:

We are pleased to be working with you again as the City's bond counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Role of Bond Counsel

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond

counsel opinion described below. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the City;
- 2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date.

Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the City regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the City's consent to such situations even though our service to you is limited to the specialized area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the City has no objection to our representation of other clients who have dealings with the City, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or our role as bond counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

### Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be \$14,000. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

### Terms of Engagement

Either the City or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the City terminates our services, the City is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this engagement letter – including the City's failing to pay our bills, the City's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

Ms. Meredith DeBruin  
April 15, 2020  
Page 5

### City Responsibilities

We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

### Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Ms. Meredith DeBruin  
April 15, 2020  
Page 6

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP

*/s/ Rebecca Speckhard*

Rebecca A. Speckhard

RAS:SMW:bes  
#850357.00065

cc: Mr. Darrell Hofland (via email)  
Mr. Martin W. Halverson (via email)  
Ms. Melissa Clevenger (via email)  
Mr. Charles C. Adams (via email)  
Mr. Thomas Cameron (via email)  
Ms. Carol Ann Wirth (via email)  
Ms. Gloria Herron (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

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

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

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



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

RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED \$4,985,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2020A.

WHEREAS, on April 8, 2020, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted a resolution providing for the sale of General Obligation Promissory Notes, Series 2020A (the "Notes") for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2020 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, storm water projects, the acquisition of vehicles and other equipment and providing financial assistance to community development projects for the City's Tax Incremental Districts (collectively, the "Project");

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is in the best interest of the City to direct its financial advisor, Wisconsin Public Finance Professionals, LLC ("WFPF"), to take the steps necessary for the City to offer and sell the Notes at public sale and to obtain bids for the purchase of the Notes; and

WHEREAS, in order to facilitate the sale of the Notes in a timely manner, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to either the City Administrator or the Finance Director/Treasurer (each an "Authorized Officer") the authority to accept on behalf of the City the bid for the Notes that results in the lowest true interest cost for the Notes (the "Proposal") and meets the terms and conditions provided for in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying costs of the Project, the City is authorized to borrow pursuant to Section 67.12(12) Wisconsin Statutes, the principal sum of not to exceed FOUR MILLION NINE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS

FAP

(\$4,985,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 16 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the financial institution that submitted the Proposal (the "Purchaser") for, on behalf of and in the name of the City, Notes aggregating the principal amount of not to exceed FOUR MILLION NINE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$4,985,000). The purchase price to be paid to the City for the Notes shall not be less than 100% nor more than 101% of the principal amount of the Notes.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2020A"; shall be issued in the aggregate principal amount of up to \$4,985,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and mature on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity may be increased or decreased by up to \$100,000 per maturity and that the aggregate principal amount of the Notes shall not exceed \$4,985,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$4,985,000.

<u>Date</u>	<u>Principal Amount</u>
12-01-2021	\$330,000
12-01-2022	325,000
12-01-2023	320,000
12-01-2024	330,000
12-01-2025	265,000
12-01-2026	415,000
12-01-2027	520,000
12-01-2028	1,265,000
12-01-2029	1,215,000

Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2021. The true interest cost on the Notes (computed taking the compensation paid directly to the Purchaser into account) will not exceed 2.75%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes maturing on 2028 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2027 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2020 through 2028 for the payments due in the years 2021 through 2029 in the amounts in such amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2020A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There

shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have

been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes,

interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services.

The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by a fiscal agent designated in the Approving Certificate (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name

of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by the Authorized Officer of the principal amount, definitive maturities, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by the Authorized Officer of the Approving Certificate.

The Notes shall not be issued, sold or delivered until such condition is satisfied. Upon satisfaction of such condition, the Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 17. Official Statement. The Common Council hereby directs an Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official

Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

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

DRAFT

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 A

Approving Certificate

(See Attached)

DRAFT

CERTIFICATE APPROVING THE DETAILS OF  
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2020A

The undersigned [\_\_\_\_\_] of the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby certifies that:

1. Resolution. On May 4, 2020, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$4,985,000 General Obligation Promissory Notes, Series 2020A of the City (the "Notes") after a public sale and delegating to me the authority to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Proposal; Terms of the Notes. On the date hereof, the Notes were offered for public sale and the bids set forth on the Bid Tabulation attached hereto as Schedule I and incorporated herein by this reference were received and the institution listed first on the Bid Tabulation (the "Purchaser") offered to purchase the Notes in accordance with the terms set forth in the Proposal attached hereto as Schedule II and incorporated herein by this reference (the "Proposal"). Wisconsin Public Finance Professionals, LLC recommends the City accept the Proposal. The Proposal meets the parameters and conditions established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of \$\_\_\_\_\_, which is not more than the \$4,985,000 approved by the Resolution, and shall mature on December 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule III and incorporated herein by this reference. The amount of each annual principal due on the Notes is not more than \$100,000 more or less per than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
12-01-2021	\$ 330,000	\$ _____
12-01-2022	325,000	_____
12-01-2023	320,000	_____
12-01-2024	330,000	_____
12-01-2025	265,000	_____
12-01-2026	415,000	_____
12-01-2027	520,000	_____
12-01-2028	1,265,000	_____
12-01-2029	1,215,000	_____

The true interest cost on the Notes (computed taking the compensation paid directly to the Purchaser into account) is \_\_\_\_\_%, which is not in excess of 2.75%, as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$\_\_\_\_\_, plus accrued interest, if any, to the date of delivery of the Notes which is not less than 100% nor more than 101% of the principal amount of the Notes as required by the Resolution.

4. Payment of the Notes; Fiscal Agent. Pursuant to the Resolution, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, is named fiscal agent for the Notes.

5. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the City have been irrevocably pledged and there has been levied on all of the taxable property in the City, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule IV.

6. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrepealable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on \_\_\_\_\_, 2020 pursuant to the authority delegated to me in the Resolution.

\_\_\_\_\_  
[ ]  
[ ]

SCHEDULE I TO APPROVING CERTIFICATE

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Certificate.

(See Attached)

DRAFT

SCHEDULE II TO APPROVING CERTIFICATE

Proposal

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Certificate.

(See Attached)

DRAFT

SCHEDULE III TO APPROVING CERTIFICATE

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Certificate.

(See Attached)

DRAFT

SCHEDULE IV TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC and  
incorporated into the Certificate.

(See Attached)

DRAFT

EXHIBIT B

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
SHEBOYGAN COUNTY  
NO. R- \_\_\_\_\_ CITY OF SHEBOYGAN \$ \_\_\_\_\_  
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020A

MATURITY DATE: ORIGINAL DATE OF INTEREST RATE: CUSIP:  
ISSUE:  
December 1, \_\_\_\_\_, \_\_\_\_\_ %  
\_\_\_\_\_ 20 \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2021 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_] OR [the City Clerk or City Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$4,985,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of paying the cost of various construction, improvement and acquisition projects set forth in the City's 2020 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, storm water projects, the acquisition of vehicles and other equipment and providing financial assistance to community development projects for the City's Tax Incremental Districts, as authorized by a resolution adopted on May 4, 2020 as supplemented by a Certificate Approving the Details of General Obligation Promissory Notes, Series 2020A. Said Resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on December 1, 2028 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2027 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have

existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

[This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY, WISCONSIN

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

(SEAL)

By: \_\_\_\_\_  
City Clerk

DRAFT

[Date of Authentication: \_\_\_\_\_, \_\_\_\_\_]

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned Resolution of the City of Sheboygan, Sheboygan County, Wisconsin.

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
Authorized Signatory]

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
\_\_\_\_\_  
(e.g. Bank, Trust Company Name) or Securities Firm)

(Depository or Nominee)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

III

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

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$3,100,000 TAXABLE  
WATER UTILITY REVENUE BOND ANTICIPATION NOTES, SERIES 2020B.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality" or "City") owns and operates a municipal water utility which is operated for a public purpose as a public utility (within the meaning of Section 66.0621(1)(b) of the Wisconsin Statutes) by the Municipality (hereinafter, the Municipality's water utility shall be referred to as the "System");

WHEREAS, under the provisions of Section 66.0621, Wisconsin Statutes (the "Act"), any municipality in the State of Wisconsin may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, controlling, conducting, operating or managing a public utility such as the System from the proceeds of bonds, which bonds are to be payable only from all monies received from any source by such utility (the "Revenues");

WHEREAS, the Municipality has heretofore issued and has outstanding Water System Revenue Bonds, Series 2004, dated March 10, 2004 (the "2004 Safe Drinking Water Bonds") pursuant to Resolution No. 262-03-04 adopted by the Governing Body of the Municipality (the "Common Council") on February 16, 2004 (the "2004 Safe Drinking Water Bond Resolution"); Water Utility Revenue Bonds, Series 2013, dated May 1, 2013 (the "2013 Bonds") pursuant to Resolution No. 167-12-13 adopted by the Governing Body on April 3, 2013 (the "2013 Resolution"); Water Utility Revenue Bonds, Series 2015, dated May 13, 2015 (the "2015 Safe Drinking Water Bonds"), pursuant to Resolution No. 193-14-15 adopted by the Governing Body of the Municipality on April 20, 2015 (the "2015 Safe Drinking Water Bond Resolution"); Water Utility Revenue Refunding Bonds, Series 2016, dated April 20, 2016 (the "2016 Bonds") pursuant to Resolution No. 155-15-16 adopted by the Governing Body on March 21, 2016 (the "2016 Resolution"); and Water Utility Revenue Bonds, Series 2018, dated March 1, 2018 (the "2018 Bonds") pursuant to Resolution No. 124-17-18 adopted by the Governing Body on February 5, 2018 (the "2018 Resolution") (the 2004 Safe Drinking Water Bonds, 2013 Bonds, 2015 Safe Drinking Water Bonds, 2016 Bonds and the 2018 Bonds shall be collectively referred to herein as the "Prior Bonds", and the 2004 Safe Drinking Water Bond Resolution, 2013 Resolution, 2015 Safe Drinking Water Bond Resolution, 2016 Resolution and 2018 Resolution shall be collectively referred to herein as the "Prior Resolutions");

WHEREAS, to adequately meet the needs of the Municipality and the residents thereof, certain improvements, additions and extensions to the System are necessary, including paying the cost of improvements, additions

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and extensions to the water utility, including engineering and design costs of a water intake project(the "Project");

WHEREAS, for the purpose of paying the cost of the Project, including paying interest and legal, financing and other professional fees, the Municipality intends by subsequent resolution (the "Bond Resolution") of the Common Council to authorize the issuance and sale of water utility revenue bonds pursuant to the provisions of the Act (the "Bonds"), payable solely from Revenues of the System deposited in a special redemption fund referred to herein;

WHEREAS, the Bonds have not yet been issued or sold;

WHEREAS, municipalities are authorized by the provisions of Section 66.0621(4)(L) of the Act to issue bond anticipation notes in anticipation of receiving the proceeds from the issuance and sale of revenue bonds;

WHEREAS, contracts are to be let for the Project and the financial officer of the Municipality has heretofore certified to the Common Council that proceeds of bond anticipation notes shall be required for the payment of said contracts, as well as other costs including paying interest and legal, financing and other professional fees;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the Municipality to authorize the issuance and sale of water utility revenue bond anticipation notes pursuant to Section 66.0621(4)(L) of the Act (the "Notes") in anticipation of the issuance and sale of the Bonds, to pay the cost of the Project;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue the Notes on a taxable rather than tax-exempt basis;

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the Revenues of the System are now outstanding;

WHEREAS, the Municipality has directed Wisconsin Public Finance Professionals, LLC ("WFPF") to take the steps necessary to sell the Notes to pay the costs of the Project;

WHEREAS, WFPF, in consultation with the officials of the Municipality, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on May 4, 2020;

WHEREAS, the City Clerk (in consultation with WFPF) caused notice of the sale of the Notes to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on May 4, 2020;

WHEREAS, the Municipality has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the Municipality. WFPF has recommended that the Municipality accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the Municipality that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Common Council of the Municipality hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by WFPF are hereby ratified and approved in all respects. All actions taken by officers of the Municipality and WFPF in connection with the preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Water Utility Revenue Bonds. The Municipality hereby declares its intention and covenants to authorize the issuance of the Bonds pursuant to the provisions of the Act in an amount sufficient to retire the Notes. The Bonds will be authorized by the Bond Resolution.

Section 2. Authorization and Sale of the Notes. In anticipation of the sale of the Bonds, for the purpose of paying the cost of the Project including paying interest and legal, financing and other professional fees in connection therewith, there shall be borrowed pursuant to Section 66.0621(4)(L) of the Act, the principal sum of THREE MILLION ONE HUNDRED THOUSAND DOLLARS (\$3,100,000) from the Purchaser in accordance with the terms of and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the Municipality are authorized and directed to execute an acceptance of the Proposal on behalf of the Municipality. To evidence the obligation of the Municipality, the

Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Municipality, the Notes in the principal amount of THREE MILLION ONE HUNDRED THOUSAND DOLLARS (\$3,100,000). The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned.

Section 3. Terms of the Notes. The Notes shall be designated "Taxable Water Utility Revenue Bond Anticipation Notes, Series 2020B"; shall be issued in the principal amount of \$3,100,000; shall be dated their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be initially numbered R-1; and shall bear interest at the rate of [%\_\_] per annum and mature on May 1, 2024 as set forth on the schedule attached hereto as Exhibit D and incorporated herein by this reference (the "Schedule"). Interest is payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2020. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 4. Redemption Provisions. The Notes shall be subject to redemption prior to maturity, at the option of the Municipality, on November 1, 2021 or any date thereafter. The Notes shall be redeemable as a whole or in part, and if in part by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 6. Security. The Notes shall in no event be a general obligation of the Municipality nor a charge against its general credit or taxing power. Pursuant to Section 66.0621(4)(L)1. of the Act, the Revenues of the System are hereby pledged to the payment of the interest on the Notes, subject to the application of the Revenues in accordance with the terms of this Resolution and the Prior Resolutions. No lien is created upon the System or any other property of the Municipality as a result of the issuance of the Notes. The Notes shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due; (b) proceeds to be derived from the issuance and sale of the Bonds, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk and expended solely for the payment of the principal of and interest on the Notes; and, (c) Revenues of the System, on a basis junior and subordinate to the Prior Bonds and any bonds issued on a parity with the Prior Bonds (the "Parity Bonds").

As authorized and permitted by Section 66.0621(4)(L)6. of the Act, in the event such monies are not sufficient to pay the principal of and interest on the Notes when due, if necessary, the Municipality will pay such deficiency out of its annual general tax levy or other available funds of the Municipality; provided, however, that any such payment shall be subject to annual budgetary appropriations therefor and any applicable levy limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation or any further payments.

Section 7. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the Revenues of the System, and to secure the payment of the principal of and interest on, first, the Prior Bonds and any Parity Bonds, and, second, the Notes, certain funds of the System which have been heretofore created and established by Resolution No. 100-05-06 adopted by the Common Council on August 15, 2005 (the "Bond Resolution"), continued by the Prior Resolutions, shall be continued and used solely for the purposes set forth in the Prior Resolutions. The Municipality shall apply the Revenues of the System to the respective funds and accounts described in the Prior Resolutions.

Section 8. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing services for public purposes, shall be charged against the Municipality and shall be paid by it in monthly installments as the service accrues, out of the current Revenues of the Municipality collected or in the process of collection, exclusive of the Revenues, and out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. However, such payment out of the tax levy shall be subject to (a) any necessary approval of the Public Service Commission, or successors to its function (b) annual appropriations therefor and (c) any applicable levy limitations; but neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of services rendered to the Municipality and its inhabitants or make any subsequent payment over and above such reasonable cost and value. Such compensation for such service rendered to the Municipality shall, in the manner hereinabove provided, be paid into the funds described in the Prior Resolutions.

Section 9. Covenants of the Municipality. The Municipality hereby covenants with the owners of the Notes that:

(a) It shall issue the Bonds as soon as practicable in an amount sufficient to retire the Notes;

(b) It shall segregate the proceeds derived from the sale of the Bonds into a special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of the principal of and interest on the Notes until paid. After the payment of principal of and interest on the Notes in full, said special trust fund may be used for such other purposes as the Common Council may direct in accordance with law;

(c) It shall faithfully and punctually perform all duties with reference to the System required by the Constitution and Statutes of the State of Wisconsin, including lawfully establishing reasonable and sufficient rates for services rendered by the System and collecting, depositing, applying and segregating the Revenues of the System to the respective funds and accounts described in the Prior Resolutions;

(d) It will cause the Project to be constructed as expeditiously as reasonably possible;

(e) It will not sell, lease, or in any manner dispose of the System, including any part thereof or any additions or extensions that may be made part thereof, except that the Municipality shall have the right to sell, lease or otherwise dispose of any property of the System found by the Common Council to be neither necessary nor useful in the operation of the System, provided the proceeds received from such sale, lease or disposal shall be paid into the Special Redemption Fund provided for in the Prior Resolutions or applied to the acquisition or construction of capital facilities for use in the normal operation of the System, and such payment shall not reduce the amounts otherwise required to be paid into said Special Redemption Fund;

(f) It will pay or cause to be paid all lawful taxes, assessments, governmental charges, and claims for labor, materials or supplies which if unpaid could become a lien upon the System or the Revenues or could impair the security of the Notes or the Bonds;

(g) It will maintain the System in reasonably good condition, will operate the System, and will establish, charge and collect such lawfully established rates and charges for the service rendered by the System, so that the amount of the Revenues of the System herein agreed to be set aside to provide for payment of the Prior Bonds, any Parity Bonds, and the Notes (exclusive of principal of the Notes to be paid from Proceeds of the Bonds) and the interest thereon as the same becomes due and payable will be sufficient for that purpose. It will make all good faith efforts so that the Net Revenues (as defined in the Bond Resolution) from the System for each year any Notes are outstanding will be one and one-quarter (1.25) times the amount required for payment of principal (exclusive of principal of the Notes to be paid from proceeds of the Bonds) and interest

on the Prior Bonds, any Parity Bonds, and the Notes for each corresponding year;

(h) It will prepare a budget not less than sixty (60) days prior to the end of each fiscal year and, in the event such budget (taking into account income, unencumbered surplus and expense) indicates that Net Revenues for each year will not exceed debt service for each corresponding year by the proportion stated above, will take any and all steps permitted by law to increase rates so that the aforementioned proportion of earnings to debt service shall be accomplished as promptly as possible;

(i) The Notes are issued for the purposes for which the Municipality is authorized to issue the Bonds and for which the Bonds shall be issued;

(j) It will keep proper books and accounts relative to the System, separate from all other records of the Municipality and will cause such books and accounts to be audited annually not later than six months after the close of the fiscal year by a recognized independent firm of certified public accountants. Each such audit, in addition to whatever matters may be thought proper by the accountants, shall include the following in accordance with generally accepted accounting practices: (1) a statement in detail of the income and expenditures of the System for the fiscal year; (2) a balance sheet as of the end of such fiscal year; (3) the accountants' comment regarding the manner in which the Municipality has carried out the requirements of this Resolution and the accountants' recommendations for any changes or improvements in the operation of the System; (4) the number and types of connections to the System at the end of the year; (5) a list of the insurance policies in force at the end of the fiscal year setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy; and (6) the volume of water used as the basis for computing the service charge. The owners of any of the Notes shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Municipality relating thereto; and

(k) It will carry for the benefit of the owners of the Notes insurance of the kinds and in the amounts normally carried by private companies engaged in the operation of similar systems. All money received for loss of use and occupancy shall be considered Revenues of the System payable into the separate funds and accounts established by the Prior Resolutions. All money received for losses under any casualty insurance policies shall be used in repairing the damage or in replacing the property destroyed, but in the event that the Municipality shall find it inadvisable to repair such damage or replace such property, and that the operation of the System shall not have been impaired thereby, such money shall be deposited in the Special Redemption Fund, but in that event shall not reduce the amount otherwise required to be paid into the Special Redemption Fund.

Section 10. Application of Proceeds; Improvement Fund. All accrued interest received from the sale of the Notes shall be deposited in the Special Redemption Fund. The remaining proceeds of the Notes shall be deposited in a special fund created hereby designated as "Water Utility Improvement Fund." Said Improvement Fund shall be adequately secured and shall be used solely for the purpose of paying the cost of the Project and the cost of interest and legal, financing and other professional fees. Any balance remaining in said Improvement Fund after paying said costs shall be transferred to the Special Redemption Fund for use in payment of principal of and interest on the Notes.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Municipality by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof and delivered to the Purchaser upon payment to the Municipality of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Municipality has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Municipality hereby authorizes the officers and agents of the Municipality to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the [City Treasurer] (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Notes. The Municipality shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such

payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Municipality shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Municipality at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Municipality agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Treasurer's office.

Section 16 Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Municipality in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Municipality official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The Municipality hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Municipality to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the Municipality charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Municipality's Undertaking.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Municipality are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of proceeds of the Notes, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Parity Bonds. Parity Bonds payable out of the Revenues of the System may be issued in such manner as to enjoy priority over the Notes; provided such Parity Bonds meet the conditions established in the Prior Resolutions.

Section 21. Conflicting Resolutions, Severability; Effective Date.

All prior resolutions (other than the Bond Resolution and the Prior Resolutions), rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In case of any conflict between the Bond Resolution, Prior Resolutions and this Resolution, the Bond Resolution and the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

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

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 A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

EXHIBIT D

Debt Service Schedule

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
SHEBOYGAN COUNTY  
NO. R-\_\_ CITY OF SHEBOYGAN \$3,100,000  
TAXABLE WATER UTILITY REVENUE  
BOND ANTICIPATION NOTE, SERIES 2020B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
May 1, 2024 May 18, 2020 \_\_\_\_\_% \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: THREE MILLION ONE HUNDRED THOUSAND DOLLARS  
(\$3,100,000)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality" or "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), solely from the Funds hereinafter specified, on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment day shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the [City Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

This Note is one of an issue of Notes aggregating the principal amount of \$3,100,000, all of which are of like tenor,

except as to denomination, issued by the Municipality pursuant to the provisions of Section 66.0621(4)(L) of the Act, for the public purpose of paying the cost of improvements, additions and extensions to the water utility, including paying the cost of improvements, additions and extensions to the water utility, including engineering and design costs of a water intake project, all as authorized by a resolution of the Common Council duly adopted by said governing body at a meeting held on May 4, 2020 (the "Resolution"). The Resolution is recorded in the official minutes of the Common Council for said date.

In the Resolution, the Common Council declared its intention and covenanted to issue Water Utility Revenue Bonds (the "Bonds") in an amount sufficient to retire the Notes. The Notes are issued to anticipate the sale of the Bonds.

The Notes are payable only from:

- 1) any proceeds of the Notes set aside for payment of interest on the Notes as they become due;
- 2) proceeds to be derived from the issuance and sale of the Bonds, which proceeds have been declared by the Municipality to constitute a special trust fund to be expended solely for the payment of the principal of and interest on the Notes; and
- 3) revenues of the Municipality's Water Utility deposited in the Special Redemption Fund (as provided for in the Resolution), on a basis junior and subordinate to the Municipality's Prior Bonds (as defined in the Resolution) and any bonds issued on a parity therewith.

**THE NOTES DO NOT CONSTITUTE AN INDEBTEDNESS OF THE MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION. NO LIEN IS CREATED UPON THE WATER UTILITY OR ANY OTHER PROPERTY OF THE MUNICIPALITY AS A RESULT OF THE ISSUANCE OF THE NOTES.**

The Notes are subject to redemption prior to maturity, at the option of the Municipality, on November 1, 2021 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time. The Municipality has covenanted to issue and sell the Bonds, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Bonds into a special trust fund for the payment of the principal of and interest on this Note.

This Note is transferable only upon the books of the Municipality kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Municipality appoints another depository, upon surrender of the Note to the Fiscal Agent, and thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Municipality for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and

Municipality may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN,  
SHEBOYGAN COUNTY, WISCONSIN

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

(SEAL)

By: \_\_\_\_\_  
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
\_\_\_\_\_  
(Name and Address  
of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_,  
Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
Nominee Name)  
or Securities Firm) (Depository or

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

III

Res. No. \_\_\_\_\_ - 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

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

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.

III

Res. No. \_\_\_\_\_ - 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

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

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  
(city) (state) (zip) (telephone no.) (street)

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.

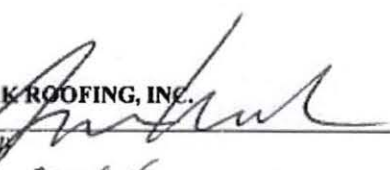
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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**

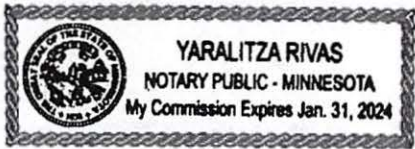
**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

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 9<sup>th</sup> 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: Trilaminare 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.



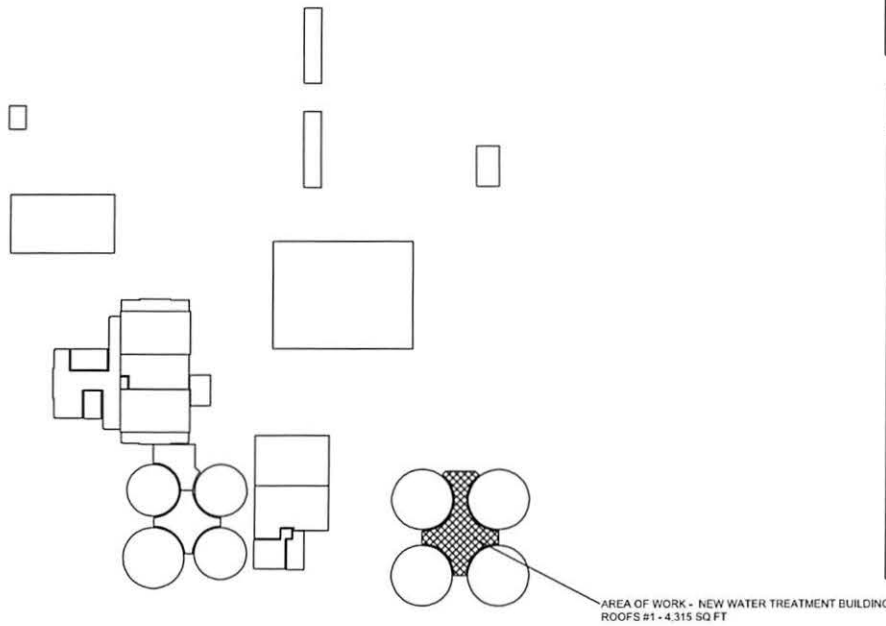
New Water Treatment Roof – Heavy vegetative growth occurring throughout roof system.




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	

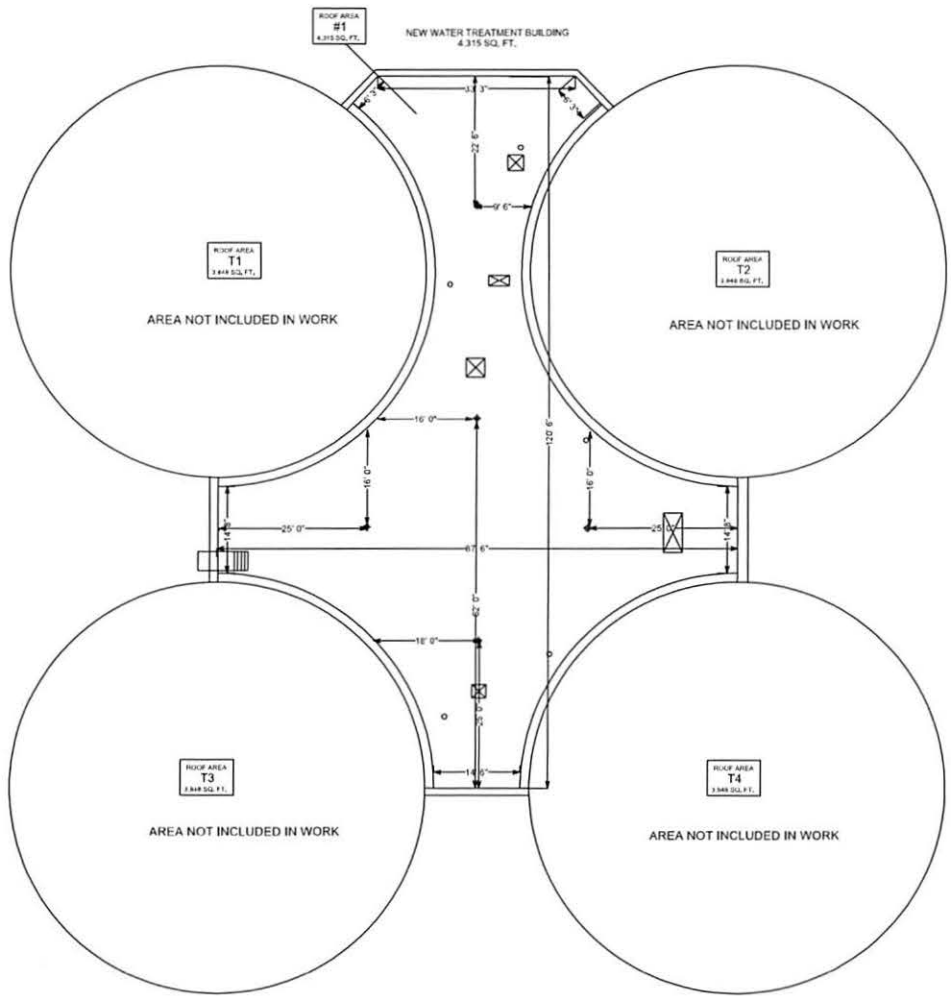
GENERAL ROOFING NOTES	
1. CONTRACTOR TO COORDINATE ALL DISCONNECTIONS & RECONNECTIONS OF ALL UTILITY LINES AND EQUIPMENT AS REQUIRED FOR NEW ROOFING WORK WITH OWNER.	
2. MECHANICAL CONTRACTORS TO PERFORM ALL MECHANICAL WORK AS REQUIRED. ROOFING CONTRACTOR TO COORDINATE WITH MECHANICAL CONTRACTOR AND 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	

REVISION	NO.	DATE	BY

NOTES:

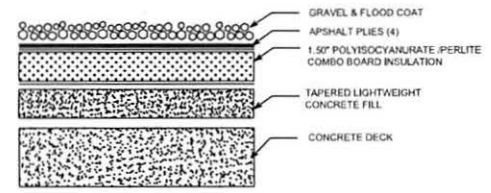
**TREMCO**  
 An  Company  
 PHONE: 920-450-5852

R1.0

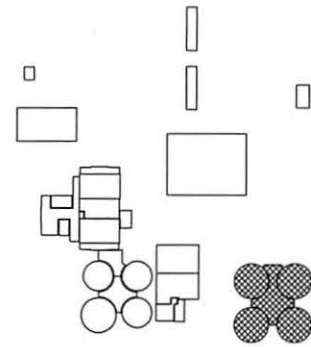


**ROOF PLAN**

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:**

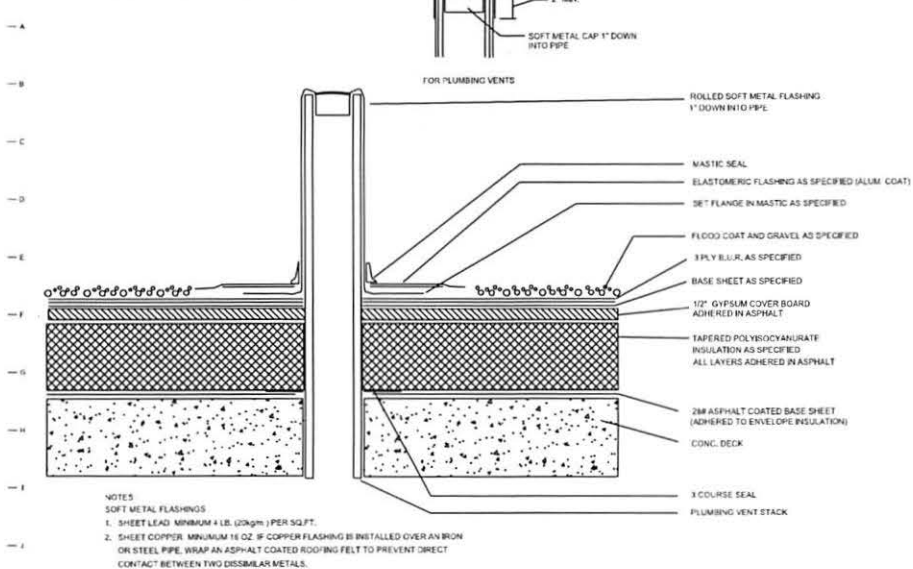
- 1) REMOVE ALL BUILT UP ROOFING MATERIALS AND TAPERED LIGHTWEIGHT CONCRETE TO THE CONCRETE DECK
- 2) INSTALL NEW VAPOR RETARDER
- 3) INSTALL NEW TAPERED INSULATION
- 4) INSTALL NEW BUILT UP ROOF SYSTEM AS SPECIFIED
- 5) INSTALL NEW SHEET METAL TRIMS AT PERIMETERS AND UNITS

**LEGEND:**

- DRAIN ASSEMBLY
- SCUPPER ASSEMBLY
- CURBED RTU
- SURFACE NEST EQUIP
- PIPE PENETRATION
- ACCESS HATCH

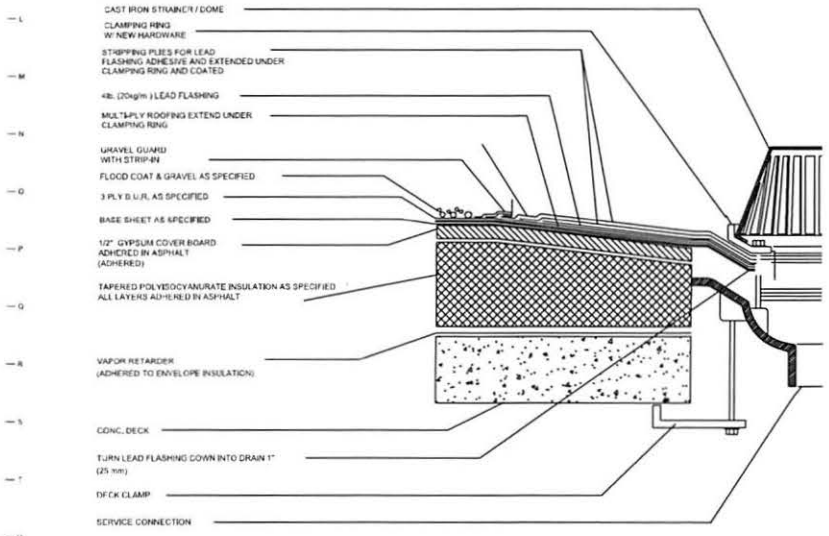


CUSTOMER		CITY OF SHERBOYGAN WWTP
BUILDING		NEW WATER TREATMENT BUILDING
LOCATION		S-SHERBOYGAN, WI
DRAWN BY	DATE DRAWN	R1.1
EN	02/04/2020	
APPROVED	EN	

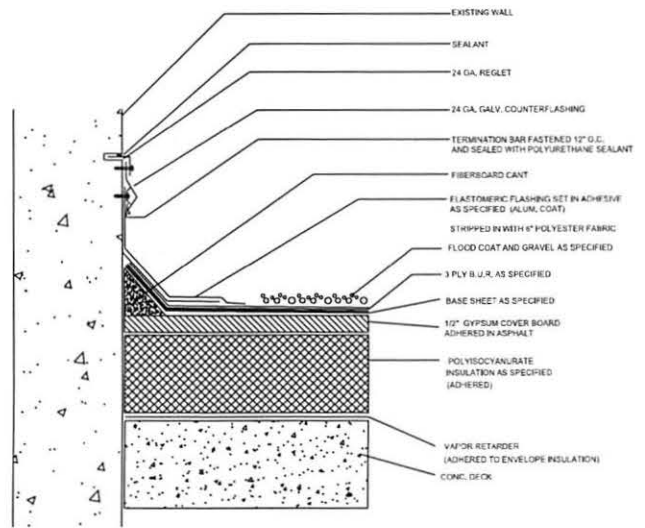


NOTES:  
 SOFT METAL FLASHINGS  
 1. SHEET LEAD MINIMUM 4 LB. (20g/m<sup>2</sup>) PER SQ.FT.  
 2. SHEET COPPER MINIMUM 1# OZ. IF COPPER FLASHING IS INSTALLED OVER AN IRON OR STEEL PIPE, WRAP AN ASPHALT COATED ROOFING FELT TO PREVENT DIRECT CONTACT BETWEEN TWO DISSIMILAR METALS.

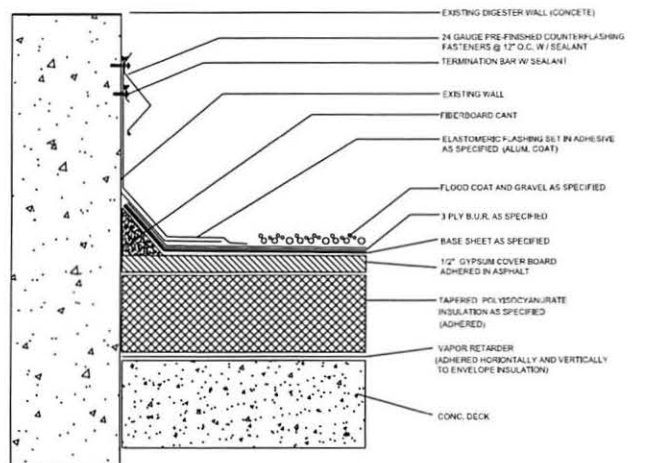
#4 VENT STACK DETAIL  
 SCALE: NTS



#3 DRAIN DETAIL  
 SCALE: NTS



#2 REGLET & COUNTERFLASHING DETAIL  
 SCALE: NTS



#1 DIGESTER WALL DETAIL  
 SCALE: NTS

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR

REVISIONS	NO.	DATE	BY

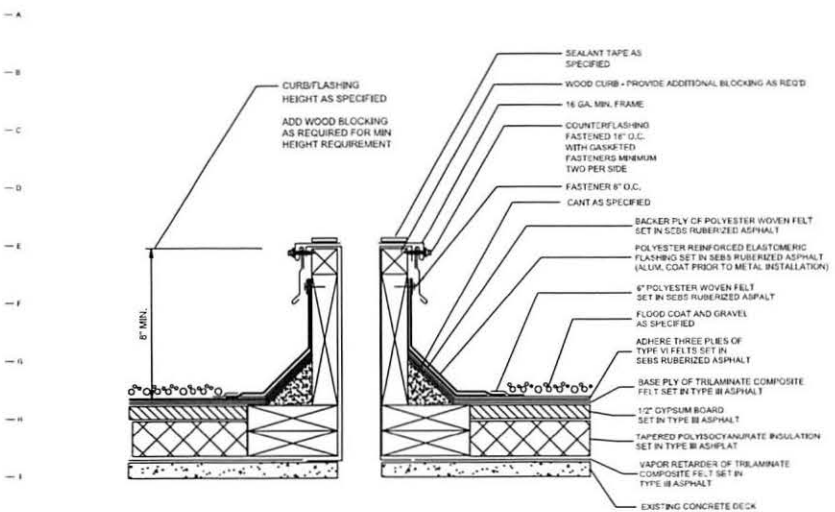
NOTES:

LEGEND:

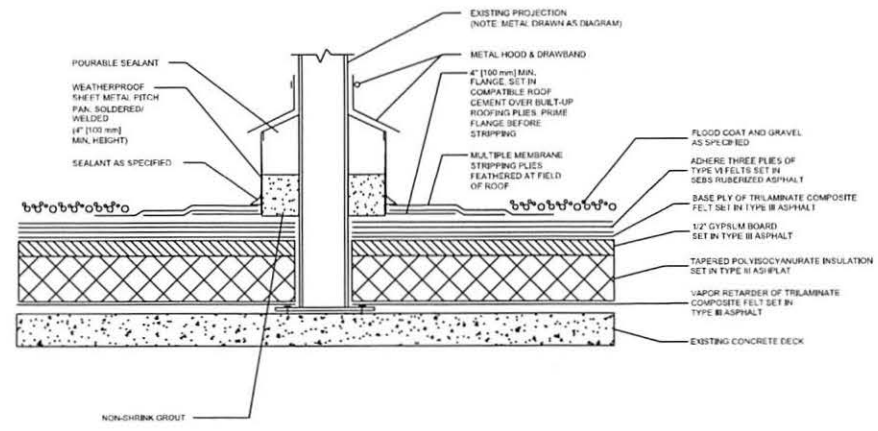


CUSTOMER		
CITY OF SHEBOYGAN WWTP		
BUILDING		
NEW WATER TREATMENT BUILDING		
LOCATION		
SHEBOYGAN, WI		
DRAWN BY	DATE DRAWN	SHEET NAME
EK	22 04 2022	R2.0
APPROVED		
EK		

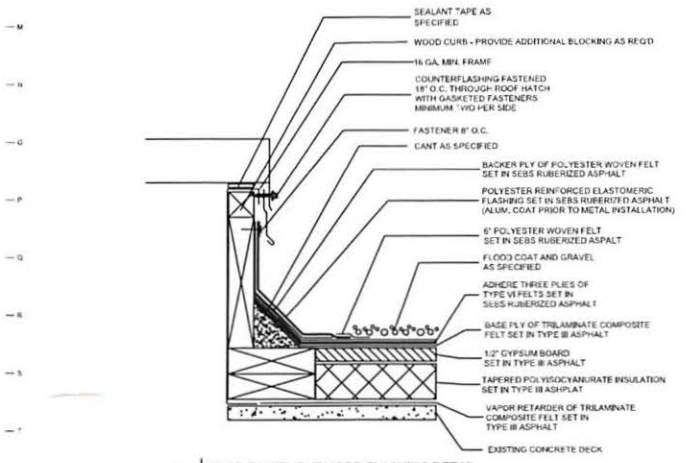
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29



#5 CURB EQUIPMENT FLASHING DETAIL  
SCALE: NTS



#6 (PP) PITCH POCKET DETAIL  
SCALE: NTS



#7 CURB EQUIPMENT HOOD FLASHING DETAIL  
SCALE: NTS

REVISION	NO.	DATE	BY

NOTES:

LEGEND:



CUSTOMER		
CITY OF SHEBOYGAN WWTP		
PROJECT		
NEW WATER TREATMENT BUILDING		
LOCATION		
SHEBOYGAN, WI		
DRAWN BY	DATE DRAWN	SHEET NAME
EM	05/20/20	R2.1
APPROVED BY		

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR

III

Res. No. \_\_\_\_\_ - 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.

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



**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.

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Gen. Ord. No. \_\_\_\_\_ - 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

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.

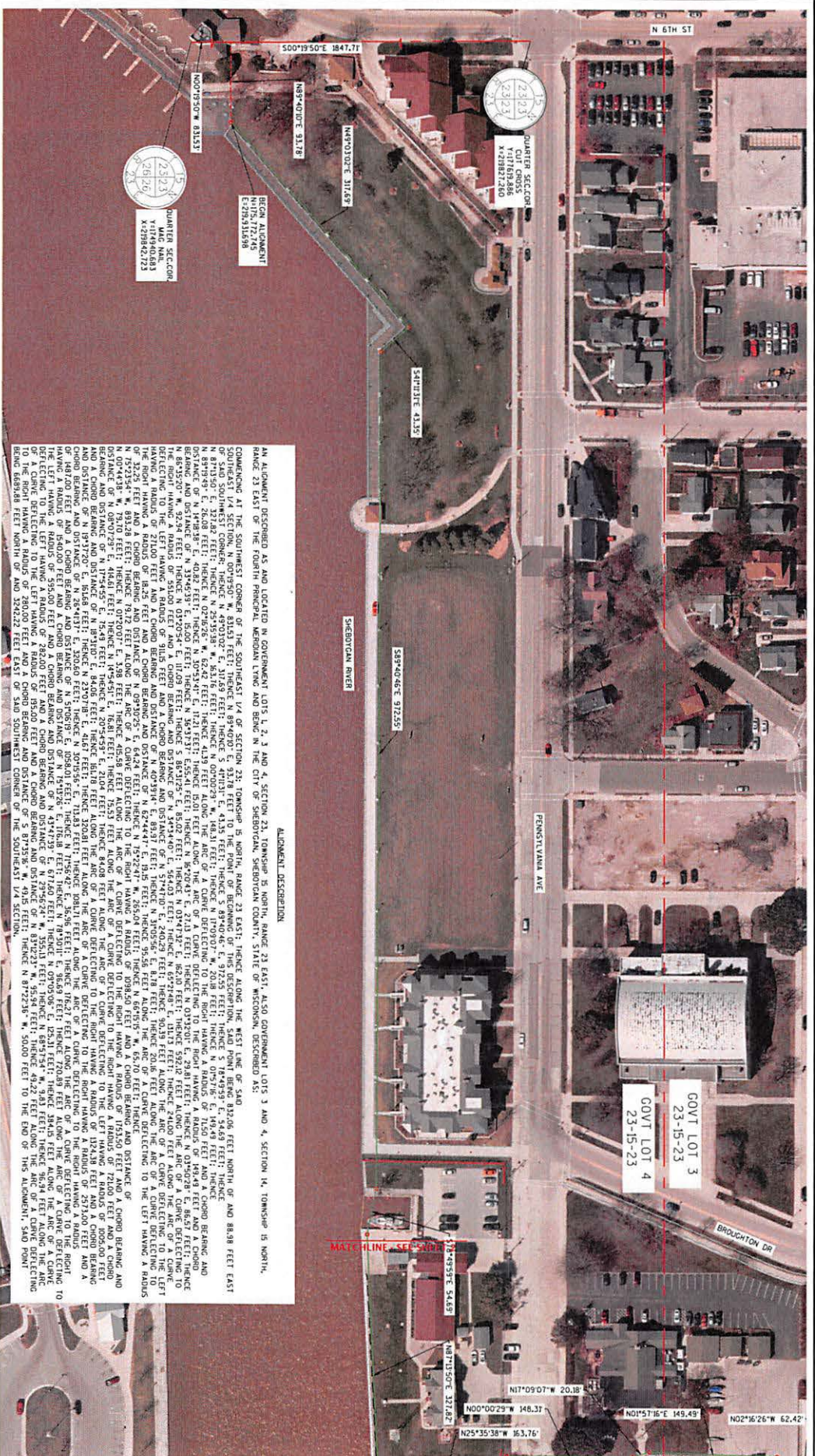
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I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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



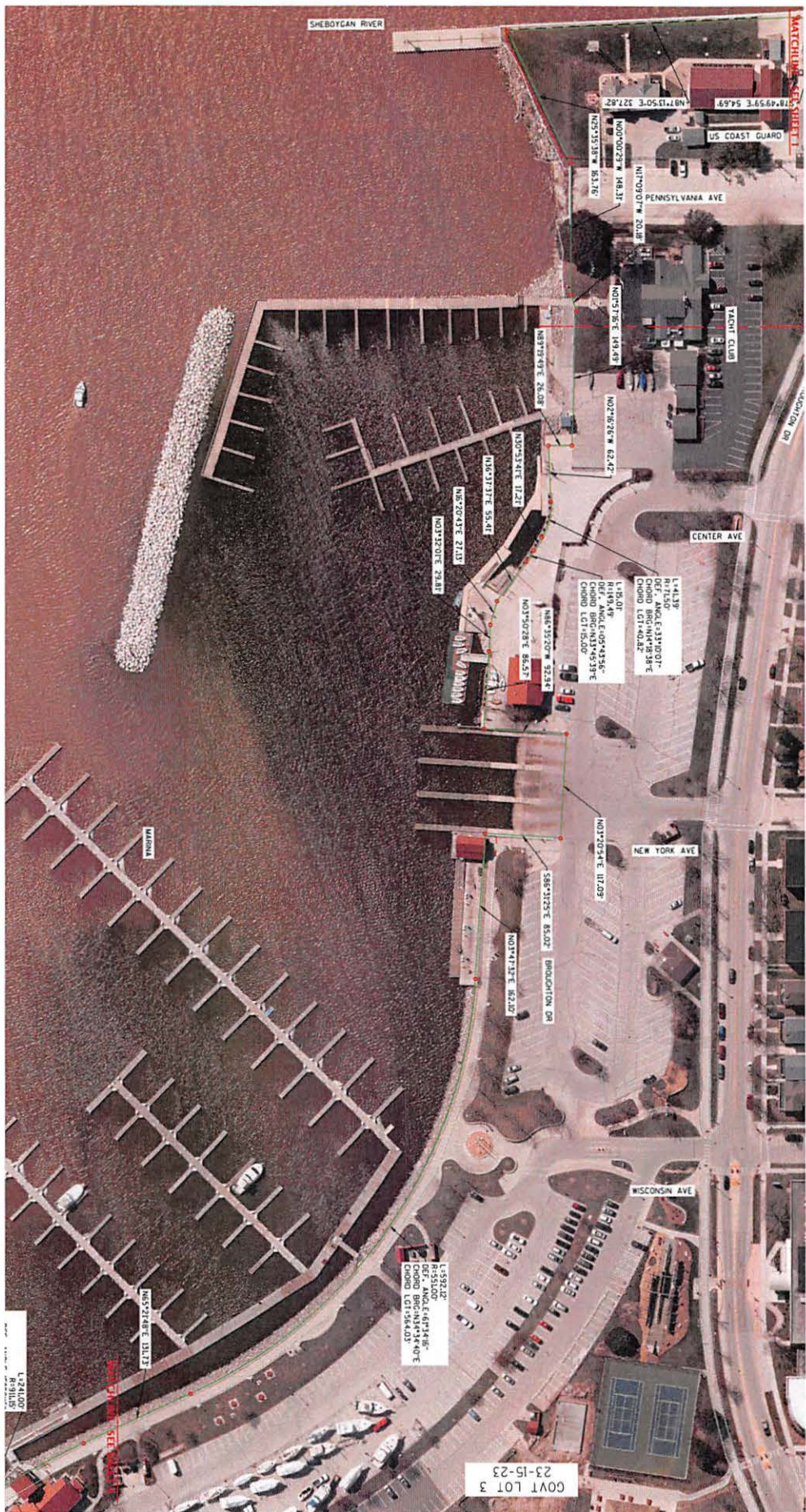
AN ALIGNMENT DESCRIBED AS AND LOCATED IN GOVERNMENT LOTS 1, 2, 3 AND 4, SECTION 21, TOWNSHIP 15 NORTH, RANGE 23 EAST, ALSO GOVERNMENT LOTS 3 AND 4, SECTION 14, TOWNSHIP 15 NORTH, RANGE 23 EAST OF THE FOREST PRESERVE, SHEBOYGAN COUNTY, STATE OF WISCONSIN, DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 15 NORTH, RANGE 23 EAST; THENCE ALONG THE WEST LINE OF SAID CORNER OF SAID SOUTHWEST CORNER, THENCE N 49°03'02" E, 318.8 FEET; THENCE S 89°40'46" E, 972.55 FEET; THENCE S 78°49'59" E, 348.9 FEET; THENCE N 81°15'00" E, 327.82 FEET; THENCE N 25°39'38" W, 85.18 FEET; THENCE N 00°02'29" W, 184.31 FEET; THENCE N 17°07'01" W, 203.8 FEET; THENCE N 05°15'18" E, 149.49 FEET; THENCE S 09°00' BEARING AND DISTANCE OF N 33°46'53" E, 16.00 FEET; THENCE N 35°13'17" E, 655.41 FEET; THENCE N 9°00'41" E, 271.3 FEET; THENCE N 03°12'00" E, 238.81 FEET; THENCE N 02°49'28" E, 86.57 FEET; THENCE THE RIGHT HAVING A RADIUS OF 515.00 FEET AND A CHORD BEARING AND DISTANCE OF N 50°31'47" E, 17.2 FEET; THENCE N 50°31'47" E, 164.03 FEET; THENCE N 65°57'48" E, 141.13 FEET; THENCE S 41°40' FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 913.5 FEET AND A CHORD BEARING AND DISTANCE OF N 57°47'10" E, 280.23 FEET; THENCE 90.39 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 18.25 FEET AND A CHORD BEARING AND DISTANCE OF N 09°19'25" E, 64.24 FEET; THENCE N 25°24'27" W, 259.04 FEET; THENCE N 66°15'15" W, 65.70 FEET; THENCE A BEARING AND DISTANCE OF N 09°19'25" E, 64.24 FEET; THENCE N 25°24'27" W, 259.04 FEET; THENCE N 66°15'15" W, 65.70 FEET; THENCE A CHORD BEARING AND DISTANCE OF N 72°25'34" W, 93.28 FEET; THENCE 70.72 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 1085.0 FEET AND A CHORD BEARING AND DISTANCE OF N 17°54'55" E, 78.49 FEET; THENCE N 20°5'45" E, 210. FEET; THENCE 84.08 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 1050.00 FEET AND DISTANCE OF N 19°17'20" E, 85.48 FEET; THENCE N 23°07'18" E, 41.61 FEET; THENCE 330.81 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 2571.00 FEET AND A CHORD BEARING AND DISTANCE OF N 32°41'17" E, 320.60 FEET; THENCE N 50°15'55" E, 718.8 FEET; THENCE 181.11 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS, RIGHT HAVING A RADIUS OF 1640.00 FEET AND A CHORD BEARING AND DISTANCE OF N 15°15'16" E, 116.8 FEET; THENCE N 18°50'17" E, 365.9 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°41'39" E, 677.60 FEET; THENCE N 09°03'08" E, 125.31 FEET; THENCE 384.15 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 850.00 FEET AND A CHORD BEARING AND DISTANCE OF N 37°22'11" E, 55.10 FEET; THENCE 48.22 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°23'28" W, 50.00 FEET TO THE END OF THIS ALIGNMENT, SAID POINT BEING 888.18 FEET NORTH OF AND 326.22 FEET EAST OF SAID SOUTHWEST CORNER OF THE SOUTHWEST 1/4 SECTION.

1. COORDINATES AND BEARINGS REFERENCED TO MISSISSAUGA COORDINATE REFERENCE SYSTEM (NAD83 2011 SHEBOYGAN COUNTY).  
 2. FIELD SURVEY DONE BY TERRAETIC ENGINEERING LLC, SEPTEMBER 2019



<b>SHORELAND BULKHEAD RE-ESTABLISHMENT</b> SHORE RIVER & LAKE MICHIGAN SHORELINE CITY OF SHEBOYGAN	
PROJECT NO.	1906009
DATE	3/12/2020
SCALE	AS SHOWN
DESIGNED BY	MP
CHECKED BY	MP
DATE	3/12/2020
PROJECT NO.	1906009
DATE	3/12/2020
SCALE	AS SHOWN
DESIGNED BY	MP
CHECKED BY	MP
DATE	3/12/2020



<b>SHORELAND BULKHEAD BULKHEAD RE-ESTABLISHMENT SHEBOYGAN &amp; LAKE MICHIGAN CITY OF SHEBOYGAN</b>	
DATE	3/12/2020
SCALE	AS SHOWN
PROJECT NO.	1906009
DATE	2
NO.	6







<b>SHORELAND BULKHEAD</b> <b>BULKHEAD RE-ESTABLISHMENT</b> SHER RIVER & LAKE MICHIGAN SHORELINE CITY OF SHERBOURNE	
DATE	10/27/2008
SCALE	AS SHOWN
PROJECT NO.	1906009
DATE	10/27/2008
BY	
CHECKED BY	
APPROVED BY	
DATE	
PROJECT NO.	1906009
DATE	10/27/2008
BY	
CHECKED BY	
APPROVED BY	
DATE	



