ATTACHMENTS

CITY OF SHEBOYGAN

TENTH REGULAR COMMON COUNCIL MEETING

Monday, August 16, 2021

ALDERPERSONS PRESENT:
Jim Bohren (remote), Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Leslie Laster - 9.

ALDERPERSON EXCUSED:
Grazia Perrella - 1.

Meeting called to order at 6:00 PM

1. OPENING OF MEETING

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE

1.3 APPROVAL OF MINUTES - 9th Regular Council meeting held on August 2, 2021

MOTION TO APPROVE MINUTES
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Leslie Laster

1.4 PUBLIC FORUM - Limit of five people having five minutes each with comments limited to items on this agenda. Dolcye Johnson spoke.

1.5 MAYOR'S ANNOUNCEMENTS - UPCOMING COMMUNITY EVENTS, PROCLAMATIONS, EMPLOYEE RECOGNITIONS

2. HEARINGS

2.1 Hearing No. 2-21-22. Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of land on 530/532 S. 14th Street (Parcel #59281502500) from Class Neighborhood Preservation to Class Neighborhood Mixed Use Classification.

MOTION TO CLOSE THE HEARING
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Leslie Laster - 9.

2.2 Hearing No. 3-21-22. Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of land on 530/532 S. 14th Street (Parcel #59281502500) from Class Neighborhood Residential (NR-6) to Class Neighborhood Commercial (NC).

MOTION TO CLOSE THE HEARING
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Leslie Laster - 9.

3. CONSENT

3.1 MOTION TO RECEIVE AND FILE ALL RO'S, RECEIVE ALL RC'S AND ADOPT ALL RESOLUTIONS AND ORDINANCES

Resolution: MOTION TO RECEIVE AND FILE ALL RO'S, RECEIVE ALL RC'S AND ADOPT ALL RESOLUTIONS AND ORDINANCES
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Leslie Laster - 9.

3.2 R. O. No. 59-21-22 by Board of License Examiners submitting applications for Building Contractor Licenses already granted.

Resolution: MOTION TO RECEIVE AND FILE THE DOCUMENT
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Leslie Laster - 9.

3.3 R. C. No. 83-21-22 by Finance and Personnel Committee to whom was referred Res. No. 42-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into a Master Subscription Agreement with Granicus, LLC; recommends adopting the Resolution.

Resolution: MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Leslie Laster - 9.

3.4 R. C. No. 84-21-22 by Licensing, Hearings, And Public Safety Committee to whom was referred R. O. No. 57-21-22 by City Clerk submitting various license applications for the period ending June 30, 2022; recommends granting the license applications contingent on 8th Street Ale Haus providing a more detailed map for their change of premise.

Resolution: MOTION TO RECEIVE THE R. C. AND GRANT THE LICENSE APPLICATIONS CONTINGENT ON 8TH STREET ALE HAUS PROVIDING A MORE DETAILED MAP FOR THEIR CHANGE OF PREMISE
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Leslie Laster - 9.

3.5 R. C. No. 85-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred pursuant to R. O. No. 57-21-22 by City Clerk submitting various license applications; recommends filing the application (Union Avenue BP).

Resolution: MOTION TO RECEIVE THE R. C. AND FILE THE APPLICATION
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Leslie Laster - 9.

3.6 R. C. No. 86-21-22 by Licensing, Hearings, And Public Safety Committee to whom was referred DIRECT REFERRAL R. O. No. 58-21-22 by City Clerk submitting various license applications; recommends granting the license applications contingent upon street festival permits being issued.

Resolution: MOTION TO RECEIVE THE R. C. AND GRANT THE LICENSE APPLICATIONS CONTINGENT UPON STREET FESTIVAL PERMITS BEING ISSUED
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Leslie Laster - 9.

4. REPORT OF OFFICERS

4.1 R. O. No. 60-21-22 by City Plan Commission to whom was referred Gen. Ord. No. 14-21-22 by Alderperson Perrella amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located off of S. 14th Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350 from Class Central Mixed Use to Class Multi-family Residential Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 10, 2021, and after due consideration, recommends receiving the R. O. and adopting the General Ordinance. LAYS OVER

4.2 R. O. No. 61-21-22 by City Plan Commission to whom was referred Gen. Ord. No. 15-21-22 by Alderperson Perrella amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located off of the corner of S. 14th Street and Illinois Avenue - Parcel #59281506260, Parcel #59281506240, and Parcel #59281506230 from Class Neighborhood Preservation to Class Multi-family Residential Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 10, 2021, and after due consideration, recommends receiving the R. O. and adopting the General Ordinance. LAYS OVER

4.3 R. O. No. 62-21-22 by City Plan Commission to whom was referred Gen. Ord. No. 16-21-22 by Alderperson Perrella and R. O. No. 54-21-22 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located off of S. 14th Street and Illinois Avenue - Parcel # 59281506260 and Parcel #59281506240 from Class Urban Commercial (UC) to Class Urban Residential (UR-12) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 10, 2021, and after due consideration, recommends adopting the Ordinance and filing the R. O. LAYS OVER

4.4 R. O. No. 63-21-22 by City Plan Commission to whom was referred Gen. Ord. No. 17-21-22 by Alderperson Perrella and R. O. No. 55-21-22 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located off of S. 14th Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350 and Parcel #59281506230 from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 10, 2021, and after due consideration, recommends adopting the Ordinance and filing the R. O. LAYS OVER

4.5 R. O. No. 64-21-22 by City Clerk submitting an application from A Million Dreamz Inc. for a change in zoning classification for 418 Geele Avenue (Parcel #59281004850 and Parcel #59281004870) from Class Suburban Residential (SR-5) to Mixed Residential (MR-8). REFER TO CITY PLAN COMMISSION

4.6 R. O. No. 65-21-22 by City Clerk submitting a claim from Daniel Cotet for alleged damages to his vehicle when it was hit by a rock from a lawnmower. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.7 R. O. No. 66-21-22 by City Clerk submitting a claim from Peter Reichelsdorfer for alleged damages to his vehicle from a tree branch. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.8 R. O. No. 67-21-22 by City Clerk submitting a Summons and Complaint in the matter of Samaria Wright vs. John Rupnick and the City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.9 R. O. No. 68-21-22 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.10 R. O. No. 69-21-22 by City Clerk submitting a claim of alleged unlawful tax collected from FedEx

Services by the City of Sheboygan for the 2020 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281950534P. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.11 R. O. No. 70-21-22 by City Clerk submitting a communication from Dolcye Johnson regarding the Fire Department's ambulance service for 2020. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4.12 R. O. No. 71-21-22 by City Clerk submitting a communication from Toni Becker to raise awareness of wide-spread "unrestrained dog" issues in the City. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

5. RESOLUTIONS

5.1 Res. No. 45-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing retaining outside legal counsel to represent the City in the matter of Wal-Mart Real Estate Business Trust v. City of Sheboygan, and authorizing payment for said services. SUSPEND THE RULES AND ADOPT THE RESOLUTION

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Leslie Laster - 9.

5.2 Res. No. 46-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Services Agreement between the City of Sheboygan and Municipal Code Corporation regarding meeting and agenda management. REFER TO FINANCE AND PERSONNEL COMMITTEE

5.3 Res. No. 47-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to accept a grant from the Sheboygan County Stewardship Fund and a grant from Restoration of Our Trees Sheboygan for Emerald Ash Borer Mitigation. REFER TO PUBLIC WORKS COMMITTEE

6. REPORT OF COMMITTEES

6.1 R. C. No. 87-21-22 by Finance and Personnel Committee to whom was referred Res. No. 41-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing a transfer in the 2021 budget related to donations received in support of the Sheboygan Police Department's K-9 program; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
Motion by Trey Mitchell, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Leslie Laster - 9.

7. GENERAL ORDINANCES

7.1 Gen. Ord. No. 18-21-22 by Alderperson Filicky-Peneski amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located 418 Geele Avenue (Parcel #59281004850 and Parcel #59281004870) from Institutional and Community Facilities to Two-Family Residential Classification. REFER TO CITY PLAN COMMISSION

7.2 Gen. Ord. No. 19-21-22 by Alderperson Filicky-Peneski amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for 418 Geele Avenue - Parcel #59281004850 and Parcel #59281004870 from Class Suburban Residential (SR-5) to Mixed Residential (MR-8) Classification. REFER TO CITY PLAN COMMISSION

7.3 Gen. Ord. No. 20-21-22 by Alderpersons Dekker and Perrella creating a no parking zone on the east side of North 9th Street north of Center Avenue. REFER TO PUBLIC WORKS COMMITTEE

7.4 Gen. Ord. No. 21-21-22 by Alderpersons Dekker and Perrella creating parking limits so as to add a two-hour parking limit between 8:00 a.m. and 5:00 p.m. Monday through Saturday for four parking stalls in South Pier Parking Lot A. REFER TO PUBLIC WORKS COMMITTEE

8. MATTERS LAID OVER

8.1 R. O. No. 52-21-22 by City Plan Commission to whom was referred Gen. Ord. No. 11-21-22 by Alderperson Dekker amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 530-532 S. 14th Street (Parcel #59281502500) from Class Neighborhood Preservation to Class Neighborhood Mixed Use Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, July 27, 2021, and after due consideration, recommends adopting the Ordinance.

MOTION TO RECEIVE THE R. O. AND ADOPT THE ORDINANCE
Motion by Dean Dekker, second by Markus Savaglio.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Leslie Laster - 9.

8.2 R. O. No. 53-21-22 by City Plan Commission to whom was referred R. O. No. 39-21-22 by City Clerk and Gen. Ord. No. 12-21-22 by Alderperson Dekker amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Land Use Classification of property located at 530-532 S. 14th Street (Parcel #59281502500) from Class Neighborhood Residential (NR-6) to Class Neighborhood Commercial (NC) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, July 27,2021, and after due consideration, recommends adopting the Ordinance and filing the R. O.

MOTION TO RECEIVE THE R. O. AND ADOPT THE ORDINANCE
Motion by Dean Dekker, second by Markus Savaglio.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Leslie Laster - 9.

9. OTHER MATTERS AUTHORIZED BY LAW

9.1 Res. No. 48-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Tweet/Garot Mechanical, Inc. for the construction of improvements to the HVAC System at the Waste Water Treatment Plant, and to make related expenditures. REFER TO PUBLIC WORKS COMMITTEE

10. ADJOURN MEETING

10.1 Motion to Adjourn

MOTION TO ADJOURN 6:35 PM
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Leslie Laster - 9.

PUBLISH - September 7, 2021

NOTICE OF ELECTION OF WATER COMMISSIONER

September 20, 2021

Notice is hereby given that the Common Council of the City of Sheboygan will hold an election in Council Chambers, 3rd Floor City Hall, 828 Center Avenue, Sheboygan, Wisconsin, on Monday, September 20, 2021, 6:00 p.m. to elect a successor for the following office:

MEMBER OF THE BOARD OF WATER COMMISSIONERS - 3 year term

Incumbent Mark J. Smith - current term to expire on October 1, 2021

Any citizen desiring election to the Board of Water Commissioners may contact Alderperson Barb Felde, President of the Common Council, to have his or her name placed for nomination.

MEREDITH DEBRUIN
City Clerk

CONFIRMATION

wisconsin media
PART OF THE USA TODAY NETWORK

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Green Bay, WI 54301
(888)774-7744

SHEB, CITY OF,LEGAL ACCT
828 CENTER AVE STE 110
SHEBOYGAN WI 53081-4442

Account	AD#	Net Amount	Tax Amount	Total Amount	Payment Method	Payment Amount	Amount Due
GWM-60409220	0004870997	$19.46	$0.00	$19.46	Credit Card	$0.00	$19.46

Sales Rep: CKimble **Order Taker:** CKimble **Order Created** 08/16/2021

Product	# Ins	Start Date	End Date
GWM-SHE-Sheboygan Press	1	09/07/2021	09/07/2021
GWM-SHEW-Sheboygan Press Digital	28	09/07/2021	10/04/2021

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 08/16/2021

NOTICE OF ELECTION
OF WATER COMMISSIONER

September 20, 2021

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MEMBER OF THE BOARD OF WATER COMMISSIONERS – 3 year term

Incumbent Mark J. Smith – current term to expire on October 1, 2021

Any citizen desiring election to the Board of Water Commissioners may contact Alderperson Barb Felde, President of the Common Council, to have his or her name placed for nomination.

MEREDITH DEBRUIN

City Clerk
Run: September 7, 2021 WNAXLP

City of Sheboygan
spirit on the lake

August 31, 2021

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

ARCHITECTURAL REVIEW BOARD

NAME	TERM START	EXPIRES
Dave Aldag	04/21/2020	04/17/2023

Ryan Sorenson

RYAN SORENSON, MAYOR

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

I. COMMON COUNCIL PROCEEDINGS

C. Location and Availability

All Common Council meetings (including Committee of the Whole meetings) shall take place in the Common Council Chambers. Exceptions may be made for closed sessions (Room 305 is designed for such purposes), emergency meetings, and special meetings called for specific purposes where a different location promotes efficiency while preserving public access.

During times of pandemic or other unusual situations, all meetings shall be conducted in a manner that follows the rules and guidelines of federal, state, and county public health and emergency agencies. This includes requiring limits on the number of people permitted in Common Council Chambers, providing for distancing between attendees and participants, and encouraging the use of overflow meeting rooms and remote forms of attendance.

Every common council agenda shall, in addition to the required notice related to accessibility for differently-abled persons, provide a notice that persons other than council members who wish to participate in a meeting by speaking at the public forum shall provide notice to the clerk at least 24 hours before the meeting so that the person may be provided a remote link (such as Zoom or GoToMeeting) for that purpose.

Whenever the Mayor or City Clerk anticipates a meeting may be heavily attended and there is a chance more people may attend than can be safely contained in common council chambers, they shall make arrangements to provide for overflow rooms where members of the public may watch or otherwise participate in the proceedings.

Section 2-138 of the Municipal Code governs remote attendance at meetings by members of city governmental bodies. Alders who wish to attend a meeting remotely shall inform the City Clerk at least three business days prior to any meeting so that their remote attendance may be included in the meeting notice, as required by Section 2-138(e); provided, however, that the City Clerk shall list every alder as potentially attending remotely whenever the most recent report from the Public Health Division of the Sheboygan County Department of Health and Human Services indicates that the level of Community Transmission of COVID-19 is "Substantial" or "High." At all other times, the City Clerk may establish a procedure whereby an alder may request to be placed on a list of officials who will be noted as a remote attender for all meetings until making a subsequent request to be removed from said list.

All Common Council meetings, except closed sessions, emergency meetings, and special meetings called for a specific purpose taking place in a different location shall be broadcast live on WSCS and livestreamed via the WSCS website. All Common Council meetings, except closed sessions, shall be recorded and be made available to be viewed at a later date on the WSCS website. Retention of recordings shall be pursuant to the City's document retention schedule. Nothing in this paragraph shall be deemed to prevent City staff from causing the livestream and/or recordings to be available at additional sites, such as the city's website and social media feeds.

II. COMMISSIONS, COMMITTEES, AND BOARD PROCEEDINGS

C. Location and Availability

All Commission, Committee, and Board meetings shall take place in an unlocked location directly accessible to the public. Exceptions may be made for meetings where the only action will be to convene in closed session, with adjournment taking place in closed session.

During times of pandemic or other unusual situations, all meetings shall be conducted in a manner that follows the rules and guidelines of federal, state, and county public health and emergency agencies. This includes requiring limits on the number of people permitted in the meeting room, providing for distancing between attendees and participants, and encouraging the use of overflow meeting rooms and remote forms of attendance.

Every commission, committee, and board agenda shall, in addition to the required notice related to accessibility for differently-abled persons, provide a notice that persons other than commission, committee, and board members who wish to participate in a meeting shall provide notice to the clerk at least 24 hours before the meeting so that the person may be provided a remote link (such as Zoom or GoToMeeting) for that purpose.

Whenever the chair of a commission, committee, or board anticipates a meeting may be heavily attended and there is a chance more people may attend than can be safely contained in the meeting room, they shall make arrangements to either hold the meeting in a larger room or to provide for overflow rooms where members of the public may watch or otherwise participate in the proceedings.

Section 2-138 of the Municipal Code governs remote attendance at meetings by members of city governmental bodies. Commission, committee, and board members who wish to attend a meeting remotely shall inform the City Clerk at least three business days prior to any meeting so that their remote attendance may be included in the meeting notice, as required by Section 2-138(e); provided, however, that the City Clerk shall list every member of a standing committee as potentially attending said committee meetings remotely whenever the most recent report from the Public Health Division of the Sheboygan County Department of Health and Human Services indicates that the level of Community Transmission of COVID-19 is "Substantial" or "High." The City Clerk may establish a procedure whereby any such member may request to be placed on a list of officials who will be noted as a remote attender for all meetings until making a subsequent request to be removed from said list.

All meetings of standing council committees (i.e., Finance & Personnel; Licensing, Hearings, and Public Safety; and Public Works) except closed sessions, shall be video recorded and be made available to be viewed at a later date on the WSCS website. Retention of recordings shall be pursuant to the City's document retention schedule. Nothing in this paragraph shall be deemed to prevent City staff from livestreaming or causing recordings to be available at additional sites, such as the city's website and social media feeds.

Hearing No. _____ - 21 - 22. September 7, 2021.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of the following described lands from Class Central Mixed Use to Class Multi-family Residential Classification:

Property located off of S. 14th Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350:

NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT NORTH 1/2 OF LOTS 7,8,9,10 & 11 BLOCK 247 AND THE SOUTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS.

All interested persons will now be heard.

Publish - August 21 and August 28, 2021.
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE CITY OF SHEBOYGAN FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN

Notice is hereby given that a public hearing will be held at 6:00 P.M., September 7, 2021, in the Council Chambers of City Hall, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan. The purpose of the amendment is to change the Land Use Classification of the following described property from Class Central Mixed Use to Class Multi-Family Residential Classification:

Property located off of S. 14th Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350:

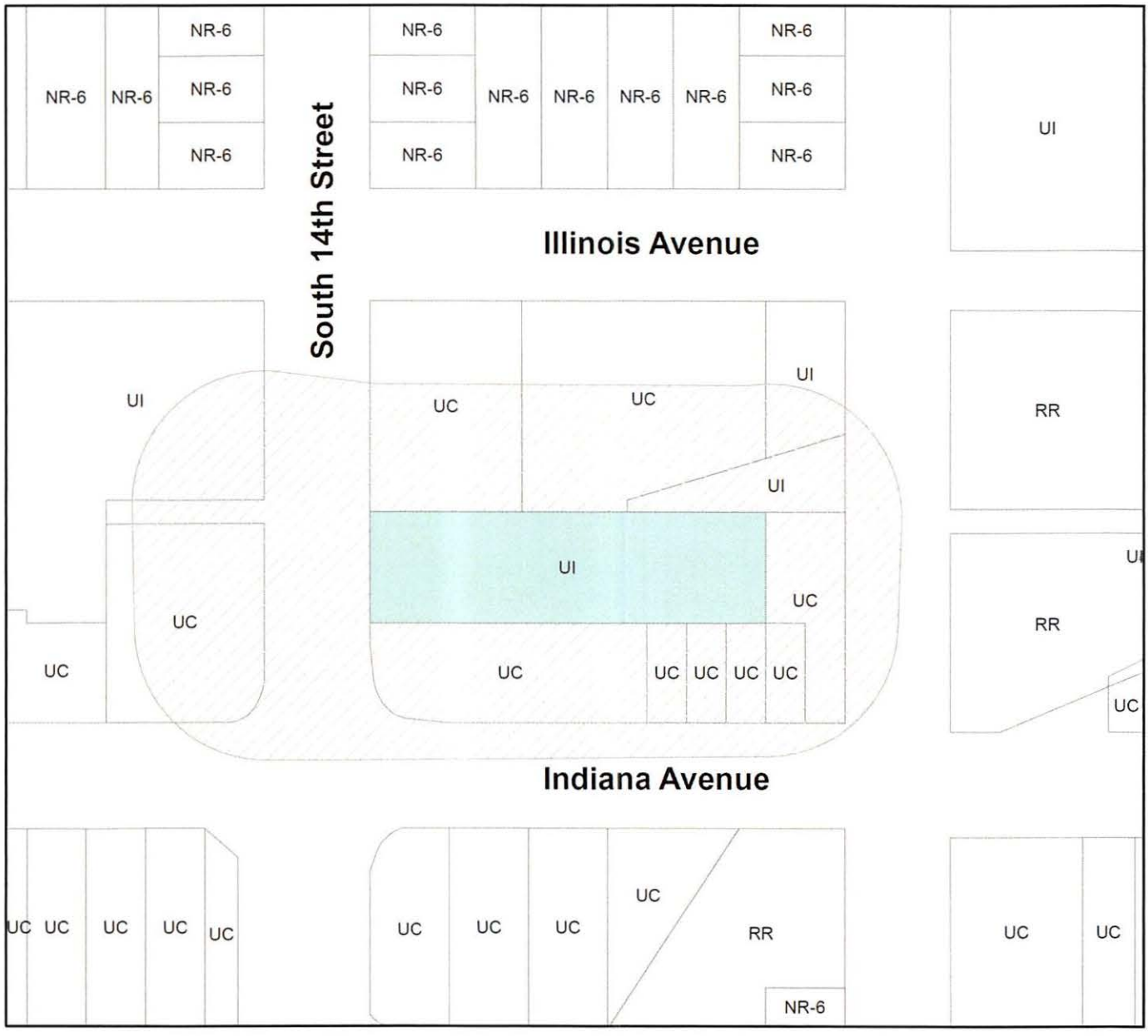
NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT NORTH 1/2 OF LOTS 7,8,9,10 & 11 BLOCK 247 AND THE SOUTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS.

MEREDITH DEBRUIN
City Clerk

PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM CENTRAL MIXED USE TO MULTI-FAMILY RESIDENTIAL

NE 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT NORTH 1/2 OF LOTS 7,8,9,10 & 11 BLOCK 247 AND THE SOUTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS



CITY OF SHEBOYGAN
828 CENTER AVE.
SHEBOYGAN, WI 53081

August 28, 2021

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan at 6:00 P.M., September 7, 2021, in the Council Chambers of City Hall, 828 Center Avenue. The purpose of the amendment is to amend the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan of the following described property from Class Central Mixed Use to Class Multi-Family Residential Classification:

Property located off of S. 14th Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350:

NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT NORTH 1/2 OF LOTS 7,8,9,10 & 11 BLOCK 247 AND THE SOUTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS.

If you have questions, please direct your inquiries to the **DEPARTMENT OF CITY DEVELOPMENT AT 459-3377**.

Sincerely,

MEREDITH DEBRUIN, City Clerk

Parcel Identification Number	Site Address	First Owner Name	Postal Address	Postal City	Postal State	Postal Zip 5	Postal Zip +4
59281506300	1316 INDIANA AVE	AUSLOOS, PATRICK J	1207 N 31ST ST	SHEBOYGAN	WI	53081	3056
59281506310	1312 INDIANA AVE	CARLSON, DARRYL D	1312 INDIANA AVE	SHEBOYGAN	WI	53081	4849
59281506320	1308 INDIANA AVE	COLE, JEFFREY L	1163 FOND DU LAC AVE	SHEBOYGAN FALLS	WI	53085	1067
59281506330		TLC PROPERTIES INC	2809 S 5TH CT	MILWAUKEE	WI	53207	1458
59281506350		RIISER FUELS LLC	300 N DUKE ST STE 109	DURHAM	NC	27701	2047
59281506340		TLC PROPERTIES INC	2809 S 5TH CT	MILWAUKEE	WI	53207	1458
59281506230		RIISER FUELS LLC	300 N DUKE ST STE 109	DURHAM	NC	27701	2047
59281506220	S 13TH ST	RILEY, TERRENCE P	344 N MILWAUKEE ST	PLYMOUTH	WI	53073	1137
59281506260	S 14TH ST	RIISER FUELS LLC	300 N DUKE ST STE 109	DURHAM	NC	27701	2047
59281506240		RIISER FUELS LLC	300 N DUKE ST STE 109	DURHAM	NC	27701	2047
59281506270	1328 INDIANA AVE	LIGHTHOUSE LUBE REAL ESTATE LLC	PO BOX 768	MUKWONAGO	WI	53149	768
59281506360	1419 ILLINOIS AVE	GARDNER DENVER THOMAS INC	1419 ILLINOIS AVE	SHEBOYGAN	WI	53081	4821
59281506411	1030 S 14TH ST	SHEBOYGAN MINIMART LLC	1030 S 14TH ST	SHEBOYGAN	WI	53081	4807

AUSLOOS, PATRICK J
1207 N 31ST ST
SHEBOYGAN, WI 53081

COLE, JEFFREY L
1163 FOND DU LAC AVE
SHEBOYGAN FALLS, WI 53085

RIISER FUELS LLC
300 N DUKE ST STE 109
DURHAM, NC 27701

RIISER FUELS LLC
300 N DUKE ST STE 109
DURHAM, NC 27701

RIISER FUELS LLC
300 N DUKE ST STE 109
DURHAM, NC 27701

LIGHTHOUSE LUBE REAL ESTATE LLC
PO BOX 768
MUKWONAGO, WI 53149

SHEBOYGAN MINIMART LLC
1030 S 14TH ST
SHEBOYGAN, WI 53081

CARLSON, DARRYL D
1312 INDIANA AVE
SHEBOYGAN, WI 53081

TLC PROPERTIES INC
2809 S 5TH CT
MILWAUKEE, WI 53207

TLC PROPERTIES INC
2809 S 5TH CT
MILWAUKEE, WI 53207

RILEY, TERRENCE P
344 N MILWAUKEE ST
PLYMOUTH, WI 53073

RIISER FUELS LLC
300 N DUKE ST STE 109
DURHAM, NC 27701

GARDNER DENVER THOMAS INC
1419 ILLINOIS AVE
SHEBOYGAN, WI 53081

CONFIRMATION

wisconsin media
PART OF THE USA TODAY NETWORK

435 E. Walnut
Green Bay, WI 54301
(888)774-7744

SHEB, CITY OF,LEGAL ACCT
828 CENTER AVE STE 110
SHEBOYGAN WI 53081-4442

Account	AD#	Net Amount	Tax Amount	Total Amount	Payment Method	Payment Amount	Amount Due
GWM-60409220	0004852092	$37.59	$0.00	$37.59	Credit Card	$0.00	$37.59

Sales Rep: gdechamps **Order Taker:** gdechamps **Order Created** 08/02/2021

Product	# Ins	Start Date	End Date
GWM-SHE-Sheboygan Press	2	08/21/2021	08/28/2021
GWM-SHEW-Sheboygan Press Digital	28	08/21/2021	09/17/2021

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: **08/02/2021**

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE CITY OF SHEBOYGAN FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN

Notice is hereby given that a public hearing will be held at 6:00 P.M., September 7, 2021, in the Council Chambers of City Hall, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan. The purpose of the amendment is to change the Land Use Classification of the following described property from Class Central Mixed Use to Class Multi-Family Residential Classification:

Property located off of S. 14th Street between Illinois Avenue and Indiana Avenue – Parcel #59281506350:

NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT NORTH 1/2 OF LOTS 7,8,9,10 & 11 BLOCK 247 AND THE SOUTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS..
Run: August 21, 28, 2021 WNAXLP

Hearing No. _____ - 21 - 22. September 7, 2021.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of the following described lands from Class Neighborhood Preservation to Class Multi-family Residential Classification:

Property located off of the corner of S. 14th Street and Illinois Avenue - Parcel #59281506260, Parcel #59281506240, and Parcel #59281506230:

NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247 EXCLUDING THAT PART OF LOTS 2 & 3 SOLD TO RR AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT COMMENCING AT SOUTHEAST CORNER OF LOT 1 BLOCK 247, THENCE NORTH 50', THENCE SOUTHWESTERLY TO A POINT IN SOUTH LINE OF LOT 3, 30' WEST OF SOUTHEAST CORNER OF SAID LOT 3, THENCE EAST TO BEGINNING BLOCK 247 AND THE NORTH 1/2 OF VACATED E-W ALLEY ADJOINING TO SAID LOT.

All interested persons will now be heard.

Publish - August 21 and August 28, 2021.
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE CITY OF SHEBOYGAN FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN

Notice is hereby given that a public hearing will be held at 6:00 P.M., September 7, 2021, in the Council Chambers of City Hall, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan. The purpose of the amendment is to change the Land Use Classification of the following described property from Class Neighborhood Preservation to Class Multi-Family Residential Classification:

Property located off of the corner of S. 14th Street and Illinois Avenue - Parcel #59281506260, Parcel #59281506240, and Parcel #59281506230:

NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247 EXCLUDING THAT PART OF LOTS 2 & 3 SOLD TO RR AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT COMMENCING AT SOUTHEAST CORNER OF LOT 1 BLOCK 247, THENCE NORTH 50', THENCE SOUTHWESTERLY TO A POINT IN SOUTH LINE OF LOT 3, 30' WEST OF SOUTHEAST CORNER OF SAID LOT 3, THENCE EAST TO BEGINNING BLOCK 247 AND THE NORTH 1/2 OF VACATED E-W ALLEY ADJOINING TO SAID LOT.

MEREDITH DEBRUIN
City Clerk

PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM NEIGHBORHOOD PRESERVATION TO MULTI-FAMILY RESIDENTIAL

NE 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS
AND
ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247 EXCLUDING THAT PART OF LOTS 2 & 3 SOLD TO RR AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS
AND
ORIGINAL PLAT COMMENCING AT SOUTHEAST CORNER OF LOT 1 BLOCK 247, THENCE NORTH 50', THENCE SOUTHWESTERLY TO A POINT IN SOUTH LINE OF LOT 3, 30' WEST OF SOUTHEAST CORNER OF SAID LOT 3, THENCE EAST TO BEGINNING BLOCK 247 AND THE NORTH 1/2 OF VACATED E-W ALLEY ADJOINING TO SAID LOT

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CITY OF SHEBOYGAN
828 CENTER AVE.
SHEBOYGAN, WI 53081

August 28, 2021

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan at 6:00 P.M., September 7, 2021, in the Council Chambers of City Hall, 828 Center Avenue. The purpose of the amendment is to amend the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan of the following described property from Class Neighborhood Preservation to Class Multi-Family Residential Classification:

Property located off of the corner of S. 14th Street and Illinois Avenue - Parcel #59281506260, Parcel #59281506240, and Parcel #59281506230:

NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247 EXCLUDING THAT PART OF LOTS 2 & 3 SOLD TO RR AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT COMMENCING AT SOUTHEAST CORNER OF LOT 1 BLOCK 247, THENCE NORTH 50', THENCE SOUTHWESTERLY TO A POINT IN SOUTH LINE OF LOT 3, 30' WEST OF SOUTHEAST CORNER OF SAID LOT 3, THENCE EAST TO BEGINNING BLOCK 247 AND THE NORTH 1/2 OF VACATED E-W ALLEY ADJOINING TO SAID LOT.

If you have questions, please direct your inquiries to the **DEPARTMENT OF CITY DEVELOPMENT AT 459-3377**.

Sincerely,

MEREDITH DEBRUIN, City Clerk

Parcel Identification Number	Site Address	First Owner Name	Postal Address	Postal City	Postal State	Postal Zip 5	Postal Zip +4
59281506300	1316 INDIANA AVE	AUSLOOS, PATRICK J	1207 N 31ST ST	SHEBOYGAN	WI	53081	3056
59281506310	1312 INDIANA AVE	CARLSON, DARRYL D	1312 INDIANA AVE	SHEBOYGAN	WI	53081	4849
59281506320	1308 INDIANA AVE	COLE, JEFFREY L	1163 FOND DU LAC AVE	SHEBOYGAN FALLS	WI	53085	1067
59281506330		TLC PROPERTIES INC	2809 S 5TH CT	MILWAUKEE	WI	53207	1458
59281506350		RIISER FUELS LLC	300 N DUKE ST STE 109	DURHAM	NC	27701	2047
59281506340		TLC PROPERTIES INC	2809 S 5TH CT	MILWAUKEE	WI	53207	1458
59281506230		RIISER FUELS LLC	300 N DUKE ST STE 109	DURHAM	NC	27701	2047
59281506220	S 13TH ST	RILEY, TERRENCE P	344 N MILWAUKEE ST	PLYMOUTH	WI	53073	1137
59281505360	926 S 14TH ST	LAMPE, VICTORIA L	926 S 14TH ST	SHEBOYGAN	WI	53081	4805
59281505470	923 S 14TH ST	MILLER & SONS LLC, ROBERT F	1406 N 12TH ST	SHEBOYGAN	WI	53081	3340
59281505540	924 S 13TH ST	BJORN, KYLE A	924 S 13TH ST	SHEBOYGAN	WI	53081	4861
59281505340	1410 ILLINOIS AVE	LINSE, JAMES T	1609 N 3RD ST	SHEBOYGAN	WI	53081	2804
59281505500	1322 ILLINOIS AVE	SCHLOERKE, CHLOE A	1322 ILLINOIS AVE	SHEBOYGAN	WI	53081	4820
59281505510	1318 ILLINOIS AVE	MEZA, SALVADOR	1318 ILLINOIS AVE	SHEBOYGAN	WI	53081	4820
59281506170		UNION PACIFIC RR COMPANY		OMAHA	NE	68179	
59281506070		UNION PACIFIC RR COMPANY	1400 DOUGLAS ST STOP 1640	OMAHA	NE	68179	1001
59281505460	919 S 14TH ST	CRUMP, CAESAR	919 S 14TH ST	SHEBOYGAN	WI	53081	4804
59281505550	918 S 13TH ST	JAKUM, TERRI L	536 PETRA LN	SHEBOYGAN	WI	53081	4204
59281505480	929 S 14TH ST	FELIX, ANGELIQUE S	929 S 14TH ST	SHEBOYGAN	WI	53081	4804
59281505530	930 S 13TH ST	PIPKORN, JOEL	921 BELL AVE	SHEBOYGAN	WI	53083	4846
59281505490	1328 ILLINOIS AVE	JIMENEZ, ADOLFO	1328 ILLINOIS AVE	SHEBOYGAN	WI	53081	4820
59281505520	1312 ILLINOIS AVE	KRIESKI ETAL, MINDY KAY	1312 ILLINOIS AVE	SHEBOYGAN	WI	53081	4820
59281505350	928 S 14TH ST	JAKUM, TERRI L	536 PETRA LN	SHEBOYGAN	WI	53081	4204
59281506260	S 14TH ST	RIISER FUELS LLC	300 N DUKE ST STE 109	DURHAM	NC	27701	2047
59281506240		RIISER FUELS LLC	300 N DUKE ST STE 109	DURHAM	NC	27701	2047
59281506270	1328 INDIANA AVE	LIGHTHOUSE LUBE REAL ESTATE LLC	PO BOX 768	MUKWONAGO	WI	53149	768
59281506360	1419 ILLINOIS AVE	GARDNER DENVER THOMAS INC	1419 ILLINOIS AVE	SHEBOYGAN	WI	53081	4821
59281506411	1030 S 14TH ST	SHEBOYGAN MINIMART LLC	1030 S 14TH ST	SHEBOYGAN	WI	53081	4807

AUSLOOS, PATRICK J
1207 N 31ST ST
SHEBOYGAN, WI 53081

COLE, JEFFREY L
1163 FOND DU LAC AVE
SHEBOYGAN FALLS, WI 53085

RIISER FUELS LLC
300 N DUKE ST STE 109
DURHAM, NC 27701

RIISER FUELS LLC
300 N DUKE ST STE 109
DURHAM, NC 27701

LAMPE, VICTORIA L
926 S 14TH ST
SHEBOYGAN, WI 53081

BJORN, KYLE A
924 S 13TH ST
SHEBOYGAN, WI 53081

SCHLOERKE, CHLOE A
1322 ILLINOIS AVE
SHEBOYGAN, WI 53081

UNION PACIFIC RR COMPANY
OMAHA, NE 68179

CRUMP, CAESAR
919 S 14TH ST
SHEBOYGAN, WI 53081

FELIX, ANGELIQUE S
929 S 14TH ST
SHEBOYGAN, WI 53081

CARLSON, DARRYL D
1312 INDIANA AVE
SHEBOYGAN, WI 53081

TLC PROPERTIES INC
2809 S 5TH CT
MILWAUKEE, WI 53207

TLC PROPERTIES INC
2809 S 5TH CT
MILWAUKEE, WI 53207

RILEY, TERRENCE P
344 N MILWAUKEE ST
PLYMOUTH, WI 53073

MILLER & SONS LLC, ROBERT F
1406 N 12TH ST
SHEBOYGAN, WI 53081

LINSE, JAMES T
1609 N 3RD ST
SHEBOYGAN, WI 53081

MEZA, SALVADOR
1318 ILLINOIS AVE
SHEBOYGAN, WI 53081

UNION PACIFIC RR COMPANY
1400 DOUGLAS ST STOP 1640
OMAHA, NE 68179

JAKUM, TERRI L
536 PETRA LN
SHEBOYGAN, WI 53081

PIPKORN, JOEL
921 BELL AVE
SHEBOYGAN, WI 53083

JIMENEZ, ADOLFO
1328 ILLINOIS AVE
SHEBOYGAN, WI 53081

JAKUM, TERRI L
536 PETRA LN
SHEBOYGAN, WI 53081

RIISER FUELS LLC
300 N DUKE ST STE 109
DURHAM, NC 27701

GARDNER DENVER THOMAS INC
1419 ILLINOIS AVE
SHEBOYGAN, WI 53081

KRIESKI ETAL, MINDY KAY
1312 ILLINOIS AVE
SHEBOYGAN, WI 53081

RIISER FUELS LLC
300 N DUKE ST STE 109
DURHAM, NC 27701

LIGHTHOUSE LUBE REAL ESTATE LLC
PO BOX 768
MUKWONAGO, WI 53149

SHEBOYGAN MINIMART LLC
1030 S 14TH ST
SHEBOYGAN, WI 53081

CONFIRMATION

wisconsin media
PART OF THE USA TODAY NETWORK

435 E. Walnut
Green Bay, WI 54301
(888)774-7744

SHEB, CITY OF,LEGAL ACCT
828 CENTER AVE STE 110
SHEBOYGAN WI 53081-4442

Account	AD#	Net Amount	Tax Amount	Total Amount	Payment Method	Payment Amount	Amount Due
GWM-60409220	0004852095	$56.47	$0.00	$56.47	Credit Card	$0.00	$56.47

Sales Rep: tmondloch **Order Taker:** gdechamps **Order Created** 08/02/2021

Product	# Ins	Start Date	End Date
GWM-SHE-Sheboygan Press	2	08/21/2021	08/28/2021
GWM-SHEW-Sheboygan Press Digital	28	08/21/2021	09/17/2021

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: **08/02/2021**

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE CITY OF SHEBOYGAN FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN

Notice is hereby given that a public hearing will be held at 6:00 P.M., September 7, 2021, in the Council Chambers of City Hall, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan. The purpose of the amendment is to change the Land Use Classification of the following described property from Class Neighborhood Preservation to Class Multi-Family Residential Classification:

Property located off of the corner of S. 14th Street and Illinois Avenue – Parcel #59281506260, Parcel #59281506240, and Parcel #59281506230:

NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247 EXCLUDING THAT PART OF LOTS 2 & 3 SOLD TO RR AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT COMMENCING AT SOUTHEAST CORNER OF LOT 1 BLOCK 247, THENCE NORTH 50', THENCE SOUTHWESTERLY TO A POINT IN SOUTH LINE OF LOT 3, 30' WEST OF SOUTHEAST CORNER OF SAID LOT 3, THENCE EAST TO BEGINNING BLOCK 247 AND THE NORTH 1/2 OF VACATED E-W ALLEY ADJOINING TO SAID LOT.
Run: August 21, 28, 2021 WNAXLP

Hearing No. _____ - 21 - 22. September 7, 2021.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described lands from Class Urban Commercial (UC) to Class Urban Residential (UR-12) Classification:

Property located off of S. 14th Street and Illinois Avenue - Parcel #59281506260 and Parcel #59281506240:

NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247 EXCLUDING THAT PART OF LOTS 2 & 3 SOLD TO RR AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS

All interested persons will now be heard.

Publish - August 21 and August 28, 2021.
(Classified)

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

Notice is hereby given that a public hearing will be held at 6:00 P.M., September 7, 2021, in the Council Chambers of City Hall, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance. The purpose of the amendment is to change the Land Use Classification of the following described property from Class Urban Commercial (UC) to Class Urban Residential (UR-12) Classification:

Property located off of S. 14th Street and Illinois Avenue - Parcel #59281506260 and Parcel #59281506240:

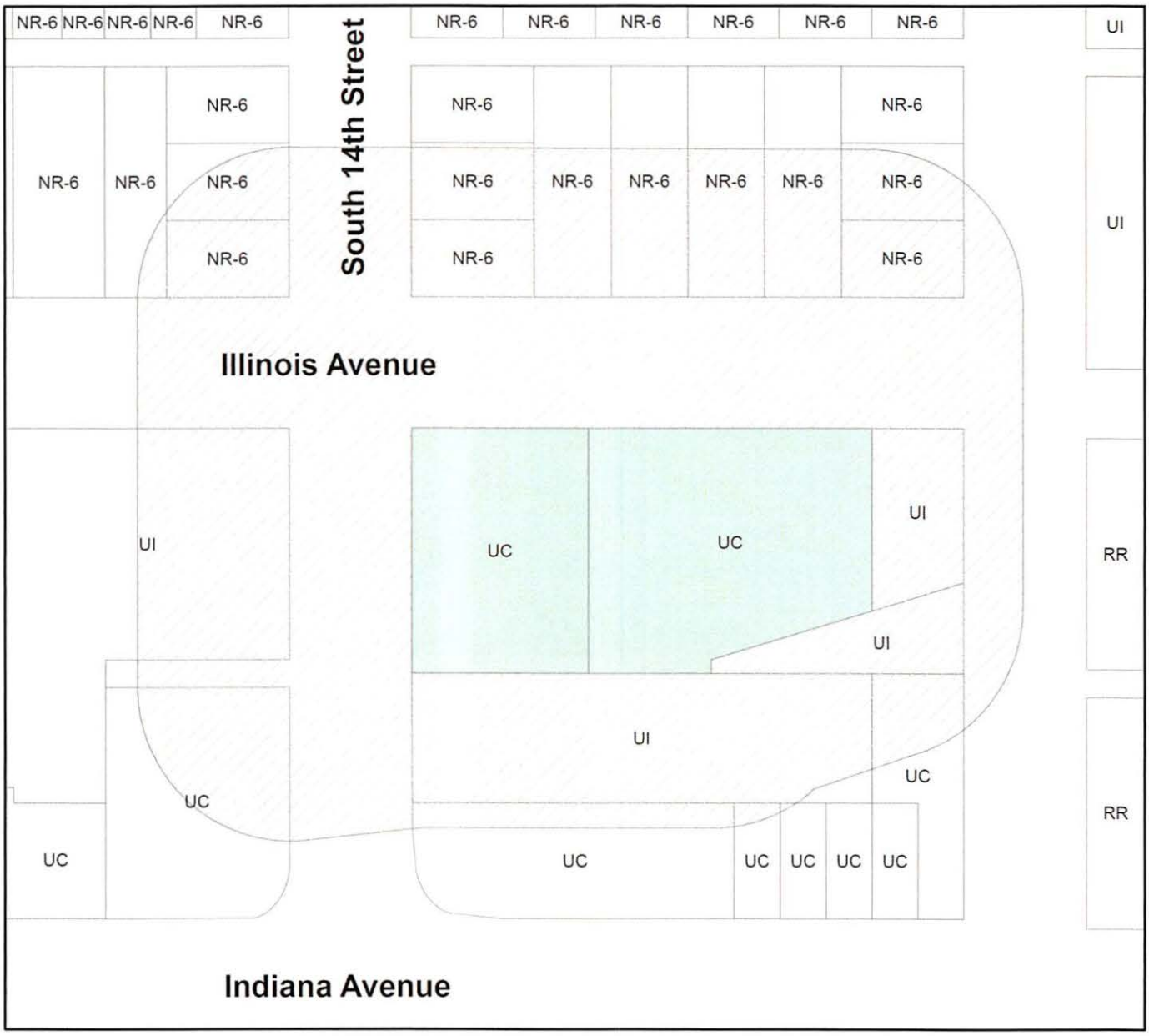
NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247 EXCLUDING THAT PART OF LOTS 2 & 3 SOLD TO RR AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS

MEREDITH DEBRUIN
City Clerk

PROPOSED REZONE
FROM URBAN COMMERCIAL (UC)
TO URBAN RESIDENTIAL (UR-12)

NE 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND
THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS
AND
ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247
EXCLUDING THAT PART OF LOTS 2 & 3 SOLD TO RR AND THE
NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS



Feet
0 50 100 200 300 400

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CITY OF SHEBOYGAN
828 CENTER AVE.
SHEBOYGAN, WI 53081

August 28, 2021

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance at 6:00 P.M., September 7, 2021, in the Council Chambers of City Hall, 828 Center Avenue. The purpose of the amendment is to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance of the following described property from Class Urban Commercial (UC) to Class Urban Residential (UR-12) Classification:

Property located off of S. 14th Street and Illinois Avenue - Parcel #59281506260 and Parcel #59281506240:

NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247 EXCLUDING THAT PART OF LOTS 2 & 3 SOLD TO RR AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS

If you have questions, please direct your inquiries to the **DEPARTMENT OF CITY DEVELOPMENT AT 459-3377**.

Sincerely,

MEREDITH DEBRUIN, City Clerk

Parcel Identification Number	Site Address		First Owner Name	Postal Address	Postal City	Postal State	Postal Zip 5	Postal Zip +4
59281506300	1316 INDIANA AVE		AUSLOOS, PATRICK J	1207 N 31ST ST	SHEBOYGAN	WI	53081	3056
59281506310	1312 INDIANA AVE		CARLSON, DARRYL D	1312 INDIANA AVE	SHEBOYGAN	WI	53081	4849
59281506350			RIISER FUELS LLC	300 N DUKE ST STE 109	DURHAM	NC	27701	2047
59281506340			TLC PROPERTIES INC	2809 S 5TH CT	MILWAUKEE	WI	53207	1458
59281506230			RIISER FUELS LLC	300 N DUKE ST STE 109	DURHAM	NC	27701	2047
59281506220	S 13TH ST		RILEY, TERRENCE P	344 N MILWAUKEE ST	PLYMOUTH	WI	53073	1137
59281505360	926 S 14TH ST		LAMPE, VICTORIA L	926 S 14TH ST	SHEBOYGAN	WI	53081	4805
59281505470	923 S 14TH ST		MILLER & SONS LLC, ROBERT F	1406 N 12TH ST	SHEBOYGAN	WI	53081	3340
59281505540	924 S 13TH ST		BJORN, KYLE A	924 S 13TH ST	SHEBOYGAN	WI	53081	4861
59281505340	1410 ILLINOIS AVE		LINSE, JAMES T	1609 N 3RD ST	SHEBOYGAN	WI	53081	2804
59281505500	1322 ILLINOIS AVE		SCHLOERKE, CHLOE A	1322 ILLINOIS AVE	SHEBOYGAN	WI	53081	4820
59281505510	1318 ILLINOIS AVE		MEZA, SALVADOR	1318 ILLINOIS AVE	SHEBOYGAN	WI	53081	4820
59281505460	919 S 14TH ST		CRUMP, CAESAR	919 S 14TH ST	SHEBOYGAN	WI	53081	4804
59281505550	918 S 13TH ST		JAKUM, TERRI L	536 PETRA LN	SHEBOYGAN	WI	53081	4204
59281505480	929 S 14TH ST		FELIX, ANGELIQUE S	929 S 14TH ST	SHEBOYGAN	WI	53081	4804
59281505530	930 S 13TH ST		PIPKORN, JOEL	921 BELL AVE	SHEBOYGAN	WI	53083	4846
59281505490	1328 ILLINOIS AVE		JIMENEZ, ADOLFO	1328 ILLINOIS AVE	SHEBOYGAN	WI	53081	4820
59281505520	1312 ILLINOIS AVE		KRIESKI ETAL, MINDY KAY	1312 ILLINOIS AVE	SHEBOYGAN	WI	53081	4820
59281505350	928 S 14TH ST		JAKUM, TERRI L	536 PETRA LN	SHEBOYGAN	WI	53081	4204
59281506260	S 14TH ST		RIISER FUELS LLC	300 N DUKE ST STE 109	DURHAM	NC	27701	2047
59281506240			RIISER FUELS LLC	300 N DUKE ST STE 109	DURHAM	NC	27701	2047
59281506270	1328 INDIANA AVE		LIGHTHOUSE LUBE REAL ESTATE LLC	PO BOX 768	MUKWONAGO	WI	53149	768
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59281506411	1030 S 14TH ST		SHEBOYGAN MINIMART LLC	1030 S 14TH ST	SHEBOYGAN	WI	53081	4807

AUSLOOS, PATRICK J
1207 N 31ST ST
SHEBOYGAN, WI 53081

RIISER FUELS LLC
300 N DUKE ST STE 109
DURHAM, NC 27701

RIISER FUELS LLC
300 N DUKE ST STE 109
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LAMPE, VICTORIA L
926 S 14TH ST
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BJORN, KYLE A
924 S 13TH ST
SHEBOYGAN, WI 53081

SCHLOERKE, CHLOE A
1322 ILLINOIS AVE
SHEBOYGAN, WI 53081

CRUMP, CAESAR
919 S 14TH ST
SHEBOYGAN, WI 53081

FELIX, ANGELIQUE S
929 S 14TH ST
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JIMENEZ, ADOLFO
1328 ILLINOIS AVE
SHEBOYGAN, WI 53081

JAKUM, TERRI L
536 PETRA LN
SHEBOYGAN, WI 53081

CARLSON, DARRYL D
1312 INDIANA AVE
SHEBOYGAN, WI 53081

TLC PROPERTIES INC
2809 S 5TH CT
MILWAUKEE, WI 53207

RILEY, TERRENCE P
344 N MILWAUKEE ST
PLYMOUTH, WI 53073

MILLER & SONS LLC, ROBERT F
1406 N 12TH ST
SHEBOYGAN, WI 53081

LINSE, JAMES T
1609 N 3RD ST
SHEBOYGAN, WI 53081

MEZA, SALVADOR
1318 ILLINOIS AVE
SHEBOYGAN, WI 53081

JAKUM, TERRI L
536 PETRA LN
SHEBOYGAN, WI 53081

PIPKORN, JOEL
921 BELL AVE
SHEBOYGAN, WI 53083

KRIESKI ETAL, MINDY KAY
1312 ILLINOIS AVE
SHEBOYGAN, WI 53081

RIISER FUELS LLC
300 N DUKE ST STE 109
DURHAM, NC 27701

RIISER FUELS LLC
300 N DUKE ST STE 109
DURHAM, NC 27701

GARDNER DENVER THOMAS INC
1419 ILLINOIS AVE
SHEBOYGAN, WI 53081

LIGHTHOUSE LUBE REAL ESTATE LLC
PO BOX 768
MUKWONAGO, WI 53149

SHEBOYGAN MINIMART LLC
1030 S 14TH ST
SHEBOYGAN, WI 53081

CONFIRMATION

wisconsin media
PART OF THE USA TODAY NETWORK

435 E. Walnut
Green Bay, WI 54301
(888)774-7744

SHEB, CITY OF,LEGAL ACCT
828 CENTER AVE STE 110
SHEBOYGAN WI 53081-4442

Account	AD#	Net Amount	Tax Amount	Total Amount	Payment Method	Payment Amount	Amount Due
GWM-60409220	0004852076	$48.22	$0.00	$48.22	Credit Card	$0.00	$48.22

Sales Rep: gdechamps **Order Taker:** gdechamps **Order Created** 08/02/2021

Product	# Ins	Start Date	End Date
GWM-SHE-Sheboygan Press	2	08/21/2021	08/28/2021
GWM-SHEW-Sheboygan Press Digital	28	08/21/2021	09/17/2021

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 08/02/2021

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

Notice is hereby given that a public hearing will be held at 6:00 P.M., September 7, 2021, in the Council Chambers of City Hall, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance. The purpose of the amendment is to change the Land Use Classification of the following described property from Class Urban Commercial (UC) to Class Urban Residential (UR-12) Classification:

Property located off of S. 14th Street and Illinois Avenue – Parcel #59281506260 and Parcel #59281506240:

NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247 EXCLUDING THAT PART OF LOTS 2 & 3 SOLD TO RR AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS

MEREDITH DEBRUIN
City Clerk
Run: August 21, 28, 2021 WNAXLP

Hearing No. _____ - 21 - 22. September 7, 2021.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described lands from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification:

Property located off of S. 14th Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350 and Parcel #59281506230:

NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT NORTH 1/2 OF LOTS 7,8,9,10 & 11, BLOCK 247 AND THE SOUTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT COMMENCING AT SOUTHEAST CORNER OF LOT 1, BLOCK 247, THENCE NORTH 50', THENCE SOUTHWESTERLY TO A POINT IN SOUTH LINE OF LOT 3, 30' WEST OF SOUTHEAST CORNER OF SAID LOT 3, THENCE EAST TO BEGINNING BLOCK 247 AND THE NORTH 1/2 OF VACATED E-W ALLEY ADJOINING TO SAID LOT.

All interested persons will now be heard.

Publish - August 21 and August 28, 2021.
(Classified)

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

Notice is hereby given that a public hearing will be held at 6:00 P.M., September 7, 2021, in the Council Chambers of City Hall, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance. The purpose of the amendment is to change the Land Use Classification of the following described property from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification:

Property located off of S. 14th Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350 and Parcel #59281506230:

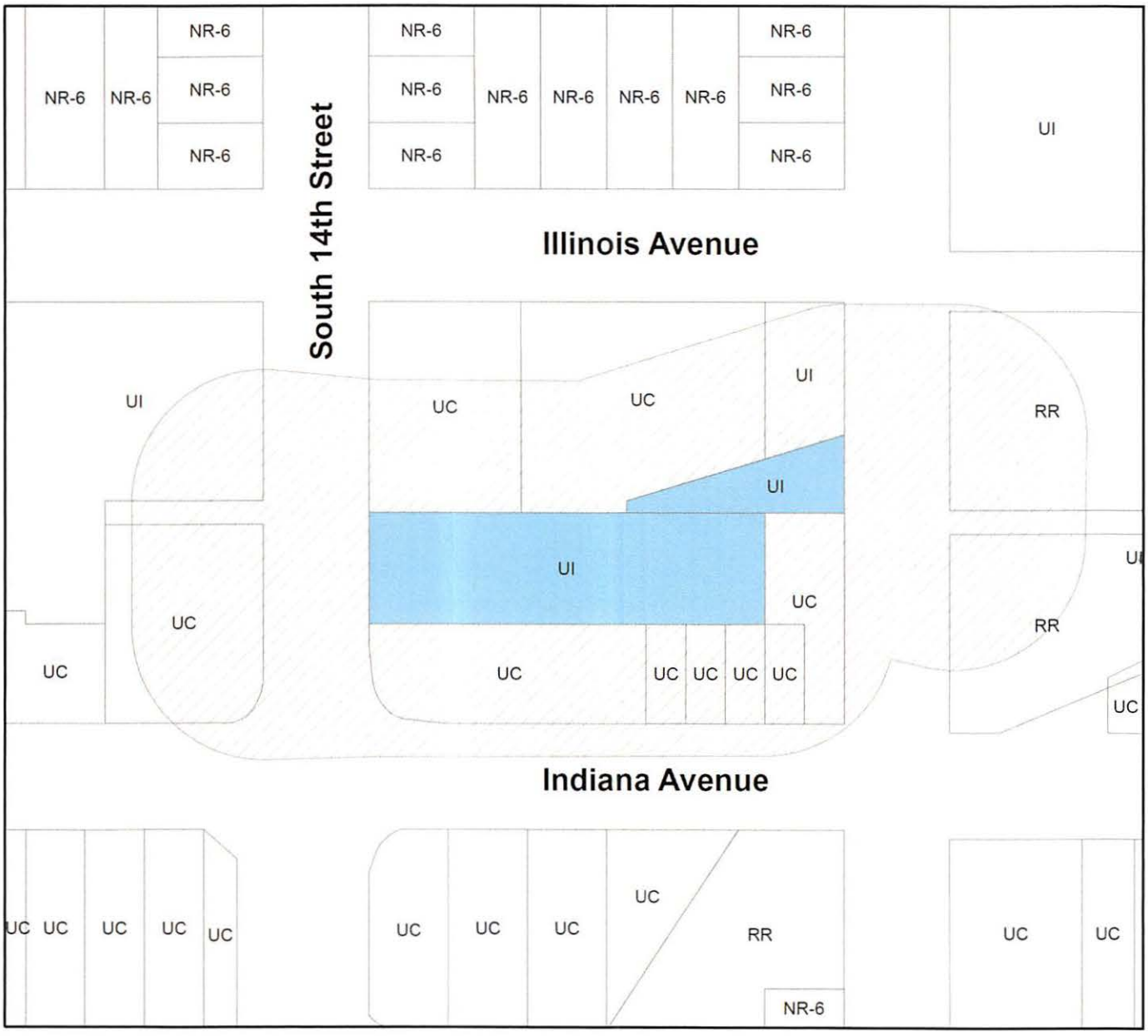
NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT NORTH 1/2 OF LOTS 7,8,9,10 & 11, BLOCK 247 AND THE SOUTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT COMMENCING AT SOUTHEAST CORNER OF LOT 1, BLOCK 247, THENCE NORTH 50', THENCE SOUTHWESTERLY TO A POINT IN SOUTH LINE OF LOT 3, 30' WEST OF SOUTHEAST CORNER OF SAID LOT 3, THENCE EAST TO BEGINNING BLOCK 247 AND THE NORTH 1/2 OF VACATED E-W ALLEY ADJOINING TO SAID LOT.

MEREDITH DEBRUIN
City Clerk

PROPOSED REZONE
FROM URBAN INDUSTRIAL (UI)
TO URBAN RESIDENTIAL (UR-12)

NE 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT NORTH 1/2 OF LOTS 7,8,9,10 & 11, BLOCK 247 AND THE SOUTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS
AND
ORIGINAL PLAT COMMENCING AT SOUTHEAST CORNER OF LOT 1, BLOCK 247, THENCE NORTH 50', THENCE SOUTHWESTERLY TO A POINT IN SOUTH LINE OF LOT 3, 30' WEST OF SOUTHEAST CORNER OF SAID LOT 3, THENCE EAST TO BEGINNING BLOCK 247 AND THE NORTH 1/2 OF VACATED E-W ALLEY ADJOINING TO SAID LOT



Feet
0 60 120 240 360 480

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W E
S

CITY OF SHEBOYGAN
828 CENTER AVE.
SHEBOYGAN, WI 53081

August 28, 2021

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance at 6:00 P.M., September 7, 2021, in the Council Chambers of City Hall, 828 Center Avenue. The purpose of the amendment is to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance of the following described property from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification:

Property located off of S. 14th Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350 and Parcel #59281506230:

NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT NORTH 1/2 OF LOTS 7,8,9,10 & 11, BLOCK 247 AND THE SOUTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT COMMENCING AT SOUTHEAST CORNER OF LOT 1, BLOCK 247, THENCE NORTH 50', THENCE SOUTHWESTERLY TO A POINT IN SOUTH LINE OF LOT 3, 30' WEST OF SOUTHEAST CORNER OF SAID LOT 3, THENCE EAST TO BEGINNING BLOCK 247 AND THE NORTH 1/2 OF VACATED E-W ALLEY ADJOINING TO SAID LOT.

If you have questions, please direct your inquiries to the **DEPARTMENT OF CITY DEVELOPMENT AT 459-3377**.

Sincerely,

MEREDITH DEBRUIN, City Clerk

Parcel Identification Number	Site Address	First Owner Name	Postal Address	Postal City	Postal State	Postal Zip 5	Postal Zip +4
59281506300	1316 INDIANA AVE	AUSLOOS, PATRICK J	1207 N 31ST ST	SHEBOYGAN	WI	53081	3056
59281506310	1312 INDIANA AVE	CARLSON, DARRYL D	1312 INDIANA AVE	SHEBOYGAN	WI	53081	4849
59281506320	1308 INDIANA AVE	COLE, JEFFREY L	1163 FOND DU LAC AVE	SHEBOYGAN FALLS	WI	53085	1067
59281506330		TLC PROPERTIES INC	2809 S 5TH CT	MILWAUKEE	WI	53207	1458
59281506350		RIISER FUELS LLC	300 N DUKE ST STE 109	DURHAM	NC	27701	2047
59281506340		TLC PROPERTIES INC	2809 S 5TH CT	MILWAUKEE	WI	53207	1458
59281506230		RIISER FUELS LLC	300 N DUKE ST STE 109	DURHAM	NC	27701	2047
59281506220	S 13TH ST	RILEY, TERRENCE P	344 N MILWAUKEE ST	PLYMOUTH	WI	53073	1137
59281506170		UNION PACIFIC RR COMPANY		OMAHA	NE	68179	
59281506070		UNION PACIFIC RR COMPANY	1400 DOUGLAS ST STOP 1640	OMAHA	NE	68179	1001
59281506260	S 14TH ST	RIISER FUELS LLC	300 N DUKE ST STE 109	DURHAM	NC	27701	2047
59281506240		RIISER FUELS LLC	300 N DUKE ST STE 109	DURHAM	NC	27701	2047
59281506270	1328 INDIANA AVE	LIGHTHOUSE LUBE REAL ESTATE LLC	PO BOX 768	MUKWONAGO	WI	53149	768
59281506360	1419 ILLINOIS AVE	GARDNER DENVER THOMAS INC	1419 ILLINOIS AVE	SHEBOYGAN	WI	53081	4821
59281506411	1030 S 14TH ST	SHEBOYGAN MINIMART LLC	1030 S 14TH ST	SHEBOYGAN	WI	53081	4807

AUSLOOS, PATRICK J
1207 N 31ST ST
SHEBOYGAN, WI 53081

COLE, JEFFREY L
1163 FOND DU LAC AVE
SHEBOYGAN FALLS, WI 53085

RIISER FUELS LLC
300 N DUKE ST STE 109
DURHAM, NC 27701

RIISER FUELS LLC
300 N DUKE ST STE 109
DURHAM, NC 27701

UNION PACIFIC RR COMPANY
OMAHA, NE 68179

RIISER FUELS LLC
300 N DUKE ST STE 109
DURHAM, NC 27701

LIGHTHOUSE LUBE REAL ESTATE LLC
PO BOX 768
MUKWONAGO, WI 53149

SHEBOYGAN MINIMART LLC
1030 S 14TH ST
SHEBOYGAN, WI 53081

CARLSON, DARRYL D
1312 INDIANA AVE
SHEBOYGAN, WI 53081

TLC PROPERTIES INC
2809 S 5TH CT
MILWAUKEE, WI 53207

TLC PROPERTIES INC
2809 S 5TH CT
MILWAUKEE, WI 53207

RILEY, TERRENCE P
344 N MILWAUKEE ST
PLYMOUTH, WI 53073

UNION PACIFIC RR COMPANY
1400 DOUGLAS ST STOP 1640
OMAHA, NE 68179

RIISER FUELS LLC
300 N DUKE ST STE 109
DURHAM, NC 27701

GARDNER DENVER THOMAS INC
1419 ILLINOIS AVE
SHEBOYGAN, WI 53081

CONFIRMATION

wisconsin media
PART OF THE USA TODAY NETWORK

435 E. Walnut
Green Bay, WI 54301
(888)774-7744

SHEB, CITY OF,LEGAL ACCT
828 CENTER AVE STE 110
SHEBOYGAN WI 53081-4442

Account	AD#	Net Amount	Tax Amount	Total Amount	Payment Method	Payment Amount	Amount Due
GWM-60409220	0004852091	$49.40	$0.00	$49.40	Credit Card	$0.00	$49.40

Sales Rep: tmondloch **Order Taker:** gdechamps **Order Created** 08/02/2021

Product	# Ins	Start Date	End Date
GWM-SHE-Sheboygan Press	2	08/21/2021	08/28/2021
GWM-SHEW-Sheboygan Press Digital	28	08/21/2021	09/17/2021

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 08/02/2021

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

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NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT NORTH 1/2 OF LOTS 7,8,9,10 & 11, BLOCK 247 AND THE SOUTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT COMMENCING AT SOUTHEAST CORNER OF LOT 1, BLOCK 247, THENCE NORTH 50', THENCE SOUTHWESTERLY TO A POINT IN SOUTH LINE OF LOT 3, 30' WEST OF SOUTHEAST CORNER OF SAID LOT 3, THENCE EAST TO BEGINNING BLOCK 247 AND THE NORTH 1/2 OF VACATED E-W ALLEY ADJOINING TO SAID LOT.
Run: August 21, 28, 2021 WNAXLP

II

R. O. No. _____ - 21 - 22. By CITY CLERK. September 7, 2021.

Submitting a communication from the Public Service Commission of Wisconsin regarding application of American Transmission Company, LLC, as an Electric Public Utility, for a Certificate of Public Convenience and Necessity to Construct a New 138 kV Transmission Line from the Howards Grove Substation to the Erdman Substation located in Sheboygan County, Wisconsin.

_____

CITY CLERK

DeBruin, Meredith

From: PSC Records Mail <PSCRecordsMail@wisconsin.gov>
Sent: Thursday, September 2, 2021 3:35 PM
To: PSCRecordsMail@wisconsin.gov
Subject: PSC Automatic Service 137-CE-195 Notice of Proceeding Served 09/02/2021

2011 Wisconsin Act 155 amended Wis. Stat. §§ 192.02(7) and 196.40 permit the Public Service Commission of Wisconsin to serve its notices, orders and decisions in a number of different ways, including via electronic mail. This email is your electronic notice of the below document which can be viewed on the Electronic Regulatory Filing System (ERF) via the link provided. You may print an official copy of this document by clicking on the link below.

Docket: 137-CE-195
Docket Title: Application of American Transmission Company LLC, as an Electric Public Utility, for a Certificate of Public Convenience and Necessity to Construct a New 138 kV Transmission Line from the Howards Grove Substation to the Erdman Substation located in Sheboygan County, Wisconsin

Document ID: 419972
Document Type: Notice
Description: Notice of Proceeding Served 09/02/2021

PSC Records Management Unit
4822 Madison Yards Way
PO Box 7854
Madison Wisconsin 53707-7854
Phone: (608) 266-5481
Fax: (608) 266-3957
Email: PSCRecordsMail@wisconsin.gov

SERVICE DATE
Sep 02, 2021

PSC REF#:419972

Public Service Commission of Wisconsin
RECEIVED: 09/02/2021 2:45:01 PM

PUBLIC SERVICE COMMISSION OF WISCONSIN

Application of American Transmission Company LLC, as an Electric Public Utility, for a Certificate of Public Convenience and Necessity to Construct a New 138 kV Transmission Line from the Howards Grove Substation to the Erdman Substation located in Sheboygan County, Wisconsin

137-CE-195

NOTICE OF PROCEEDING

THIS IS A PROCEEDING to consider the application of American Transmission Company LLC, as an electric public utility (applicant), for a Certificate of Public Convenience and Necessity to construct a new 138 kilovolt transmission line from the Howards Grove Substation to the Erdman Substation located in Sheboygan County, Wisconsin at a total estimated cost of $25,606,000. The Commission opens this docket by its authority under Wis. Stat. ch. 196.

This is a Class 1 proceeding as defined in Wis. Stat. § 227.01(3)(a).

DOCUMENTS. All documents in this docket are filed on the Commission's Electronic Records Filing (ERF) system. To view these documents: (1) go to the Commission's E-Services Portal at http://apps.psc.wi.gov, (2) enter "137-CE-195" in the box labeled "Quick Single Docket Search," and (3) select "Documents." To receive electronic notifications when new documents are filed in this docket, go to ERF - EZ Subscriptions and follow the instructions to subscribe to this docket.

SCHEDULE. For the official schedule in this docket, check the notices and orders filed in this docket on the ERF system. For public convenience only, the Commission will maintain the schedule in this docket on the PSC Docket Calendar. To view the calendar: (1) go to the Commission's E-Services Portal at http://apps.psc.wi.gov, and (2) select the button labeled "Docket Calendar." From there you may browse or search the calendar, and subscribe to a particular docket schedule.

PUBLIC PARTICIPATION. A person may participate either as a member of the public, or as a party. The Commission will provide an opportunity for any member of the public to offer an opinion on this matter either in writing, or in person at a public hearing. A member of the public may participate without becoming a party to the proceeding. Parties participate by intervening (see below) and offering, at a trial-type hearing, expert witnesses and other technical evidence, prepared and filed in advance. A party may also conduct discovery and cross-examine

witnesses. The Commission shall provide notice of when, where, and how members of the public and parties may participate in this proceeding at a future date.

INTERVENTION. Any person desiring to become a party shall file a request for party status, known as a request to intervene, under Wis. Stat. § 227.44(2m) and Wis. Admin. Code § PSC 2.21 no later than 14 days from the date of service of this notice using the ERF system.

To file such a request, go to the Commission's E-Services Portal at http://apps.psc.wi.gov, click on the "ERF Upload Documents" link on the left side menu bar. On the next page, log on if you are a registered ERF user, create a new account if you do not have an existing account, or contact PSC Records Management staff at (608) 261-8521 or via e-mail at PSCRecordsMail@wisconsin.gov for assistance.

A person desiring to become a party who lacks access to the internet shall make a request to intervene by U.S. mail addressed to:

Docket 137-CE-195 Intervention Request
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, WI 53707-7854

At the time of filing, the person making the request to intervene shall serve a copy of the request on existing parties. An existing party may respond to the request within 5 days of service. A party wishing to request intervenor compensation should do so as soon as practicable.

WISCONSIN ENVIRONMENTAL POLICY ACT. This is a Type II action under Wis. Admin. Code § PSC 4.10(3). An environmental assessment will be prepared to determine whether an environmental impact statement is necessary under Wis. Stats. § 1.11.

ASSESSMENT. The Commission considers it necessary, in order to carry out its duties, to investigate all books, accounts, practices, and activities of the applicant. The expenses incurred or to be incurred by the Commission that are reasonably attributable to such an investigation will be assessed against and collected from the applicant in accordance with the provisions of Wis. Stat. § 196.85 and Wis. Admin. Code ch. PSC 5.

AMERICANS WITH DISABILITIES ACT. The Commission does not discriminate on the basis of disability in the provision of programs, services, or employment. Any person with a disability who needs accommodations to participate in this docket or who needs to obtain this document in a different format should contact the docket coordinator listed below. Any hearing location is physically accessible to individuals with disabilities. The Public Service Commission is located in the Hill Farms State Office Building, which is also physically accessible to individuals with disabilities through the entrances on the first floor. Parking for people with disabilities is available on the ground floor of the parking garage. There is also limited, free handicap visitor parking at the front of the Hill Farms State Office Building.

CONTACT. Please direct questions about this docket or requests for additional accommodations for the disabled to the Commission's docket coordinator William Taylor at (608) 267-8967 or William.Taylor@wisconsin.gov.

Dated at Madison, Wisconsin, this 2nd day of September, 2021.

By the Commission:

Steffany Powell Coker
Secretary to the Commission

SPC:WAT:jlt:DL:01823103

II

R. O. No. _____ - 21 - 22. By CITY CLERK. September 7, 2021.

Submitting a communication from the Public Service Commission of Wisconsin regarding application of City of Sheboygan, Sheboygan County, Wisconsin as a Water Public Utility, for Authority to Adjust Water Rates.

_____

CITY CLERK

DeBruin, Meredith

From: PSC Records Mail <PSCRecordsMail@wisconsin.gov>
Sent: Thursday, September 2, 2021 3:05 PM
To: PSCRecordsMail@wisconsin.gov
Subject: PSC Automatic Service 5370-WR-110 Notice of Proceeding Served 09/02/2021

2011 Wisconsin Act 155 amended Wis. Stat. §§ 192.02(7) and 196.40 permit the Public Service Commission of Wisconsin to serve its notices, orders and decisions in a number of different ways, including via electronic mail. This email is your electronic notice of the below document which can be viewed on the Electronic Regulatory Filing System (ERF) via the link provided. You may print an official copy of this document by clicking on the link below.

Docket: 5370-WR-110
Docket Title: Application of the City of Sheboygan, Sheboygan County, Wisconsin, as a Water Public Utility, for Authority to Adjust Water Rates

Document ID: 419970
Document Type: Notice
Description: Notice of Proceeding Served 09/02/2021

PSC Records Management Unit
4822 Madison Yards Way
PO Box 7854
Madison Wisconsin 53707-7854
Phone: (608) 266-5481
Fax: (608) 266-3957
Email: PSCRecordsMail@wisconsin.gov

SERVICE DATE
Sep 02, 2021

PSC REF#:419970

Public Service Commission of Wisconsin
RECEIVED: 09/02/2021 2:35:01 PM

PUBLIC SERVICE COMMISSION OF WISCONSIN

Application of the City of Sheboygan, Sheboygan County, Wisconsin, as a Water Public Utility, for Authority to Adjust Water Rates — 5370-WR-110

NOTICE OF PROCEEDING

THIS IS A PROCEEDING to consider the application of the City of Sheboygan, Sheboygan County, Wisconsin, as a water public utility (applicant), for authority to adjust water rates. The Commission opens this docket by its authority under Wis. Stat. ch. 196.

The applicant requested an overall increase in annual revenues of $1,629,695, or an increase of 17.88 percent over present revenues.

The Commission will determine the actual level of the revenue requirement after reviewing the application and holding a hearing. The hearing will be scheduled at a later date. If the Commission authorizes an increase in rates, impacts to individual customers bill will vary depending on usage and the ultimate rates authorized by the Commission.

The applicant is responsible for giving notice to its customers of the filing of its application with the Commission and, pursuant to Wis. Admin. Code § PSC 2.10, for filing proof of notice no later than 3 days prior to the hearing.

This is a Class 1 proceeding as defined in Wis. Stat. § 227.01(3)(a).

DOCUMENTS. All documents in this docket are filed on the Commission's Electronic Records Filing (ERF) system. To view these documents: (1) go to the Commission's E-Services Portal at http://apps.psc.wi.gov, (2) enter "5370-WR-110" in the box labeled "Quick Single Docket Search," and (3) select "Documents." To receive electronic notifications when new documents are filed in this docket, go to ERF - EZ Subscriptions and follow the instructions to subscribe to this docket.

SCHEDULE. For the official schedule in this docket, check the notices and orders filed in this docket on the ERF system. For public convenience only, the Commission will maintain the schedule in this docket on the PSC Docket Calendar. To view the calendar: (1) go to the Commission's E-Services Portal at http://apps.psc.wi.gov, and (2) select the button labeled "Docket Calendar." From there you may browse or search the calendar, and subscribe to a particular docket schedule.

PUBLIC PARTICIPATION. A person may participate either as a member of the public, or as a party. The Commission will provide an opportunity for any member of the public to offer an opinion on this matter either in writing, or in person at a public hearing. A member of the public may participate without becoming a party to the proceeding. Parties participate by intervening (see below) and offering, at a trial-type hearing, expert witnesses and other technical evidence, prepared and filed in advance. A party may also conduct discovery and cross-examine witnesses. The Commission shall provide notice of when, where, and how members of the public and parties may participate in this proceeding at a future date.

INTERVENTION. Any person desiring to become a party shall file a request for party status, known as a request to intervene, under Wis. Stat. § 227.44(2m) and Wis. Admin. Code § PSC 2.21 no later than 14 days from the date of service of this notice using the ERF system.

To file such a request, go to the Commission's E-Services Portal at http://apps.psc.wi.gov, click on the "ERF Upload Documents" link on the left side menu bar. On the next page, log on if you are a registered ERF user, create a new account if you do not have an existing account, or contact PSC Records Management staff at (608) 261-8521 or via e-mail at PSCRecordsMail@wisconsin.gov for assistance.

A person desiring to become a party who lacks access to the internet shall make a request to intervene by U.S. mail addressed to:

Docket 5370-WR-110 Intervention Request
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, WI 53707-7854

At the time of filing, the person making the request to intervene shall serve a copy of the request on existing parties. An existing party may respond to the request within 5 days of service. A party wishing to request intervenor compensation should do so as soon as practicable.

WISCONSIN ENVIRONMENTAL POLICY ACT. This is a Type III action under Wis. Admin. Code § PSC 4.10(3). The Commission will review the potential environmental effects of the project. Type III actions normally do not require the preparation of an environmental impact statement under Wis. Stat. § 1.11 or an environmental assessment.

ASSESSMENT. The Commission considers it necessary, in order to carry out its duties, to investigate all books, accounts, practices, and activities of the applicant. The expenses incurred or to be incurred by the Commission that are reasonably attributable to such an investigation will be assessed against and collected from the applicant in accordance with the provisions of Wis. Stat. § 196.85 and Wis. Admin. Code ch. PSC 5.

AMERICANS WITH DISABILITIES ACT. The Commission does not discriminate on the basis of disability in the provision of programs, services, or employment. Any person

with a disability who needs accommodations to participate in this docket or who needs to obtain this document in a different format should contact the docket coordinator listed below. Any hearing location is physically accessible to individuals with disabilities. The Public Service Commission is located in the Hill Farms State Office Building that is also physically accessible to individuals with disabilities through the entrances on the first floor. Parking for people with disabilities is available on the ground floor of the parking garage. There is also limited, free handicap visitor parking at the front of the Hill Farms State Office Building.

CONTACT. Please direct questions about this docket or requests for additional accommodations for the disabled to the Commission's docket coordinator, Andrew Fisher, at (608) 266-3905 or Andrew.Fisher@wisconsin.gov.

Dated at Madison, Wisconsin, this 2nd day of September, 2021.

Steffany Powell Coker
Secretary to the Commission

SPC:alf:krl DL:01825136

II

R. O. No. _____ - 21 - 22. By CITY CLERK. September 7, 2021.

Submitting a communication from the Public Service Commission of Wisconsin regarding application of City of Sheboygan, as a Water Public Utility, for Authority to Construct a Raw Water Intake Pipeline, Shore Well and Pumping Station, in the City of Sheboygan, Sheboygan County, Wisconsin.

_____

CITY CLERK

DeBruin, Meredith

From: PSC Records Mail <PSCRecordsMail@wisconsin.gov>
Sent: Thursday, September 2, 2021 3:05 PM
To: PSCRecordsMail@wisconsin.gov
Subject: PSC Automatic Service 5370-CW-117 Notice of Investigation Signed and Served 9/2/2021

2011 Wisconsin Act 155 amended Wis. Stat. §§ 192.02(7) and 196.40 permit the Public Service Commission of Wisconsin to serve its notices, orders and decisions in a number of different ways, including via electronic mail. This email is your electronic notice of the below document which can be viewed on the Electronic Regulatory Filing System (ERF) via the link provided. You may print an official copy of this document by clicking on the link below.

Docket: 5370-CW-117
Docket Title: Application of the City of Sheboygan, as a Water Public Utility, for Authority to Construct a Raw Water Intake Pipeline, Shore Well and Pumping Station, in the City of Sheboygan, Sheboygan County, Wisconsin

Document ID: 419966
Document Type: Notice
Description: Notice of Investigation Signed and Served 9/2/2021

PSC Records Management Unit
4822 Madison Yards Way
PO Box 7854
Madison Wisconsin 53707-7854
Phone: (608) 266-5481
Fax: (608) 266-3957
Email: PSCRecordsMail@wisconsin.gov

SERVICE DATE
Sep 02, 2021

PSC REF#:419966

Public Service Commission of Wisconsin
RECEIVED: 09/02/2021 2:25:00 PM

PUBLIC SERVICE COMMISSION OF WISCONSIN

Application of the City of Sheboygan, as a Water Public Utility, for Authority to Construct a Raw Water Intake Pipeline, Shore Well and Pumping Station, in the City of Sheboygan, Sheboygan County, Wisconsin

5370-CW-117

NOTICE OF INVESTIGATION

THIS IS AN INVESTIGATION to consider the April 9, 2021 application of the City of Sheboygan, as a water public utility (applicant), for authority to construct a raw water intake pipeline, shore well, and pumping station, in the City of Sheboygan, Sheboygan County, Wisconsin, at a total estimated cost of $35,760,867. The Commission opens this docket by its authority under Wis. Stat. ch. 196. The Commission intends to conduct this investigation without a hearing.

DOCUMENTS. All documents in this docket are filed on the Commission's Electronic Records Filing (ERF) system. To view these documents: (1) go to the Commission's E-Services Portal at http://apps.psc.wi.gov, (2) enter "5370-CW-117" in the box labeled "Quick Single Docket Search," and (3) select "Documents." To receive electronic notifications when new documents are filed in this docket, go to ERF - EZ Subscriptions and follow the instructions to subscribe to this docket.

INTERVENTION. Any person desiring to become a party shall file a request for party status, known as a request to intervene, under Wis. Stat. § 227.44(2m) and Wis. Admin. Code § PSC 2.21 no later than 14 days from the date of service of this notice using the ERF system.

To file such a request, go to the Commission's E-Services Portal at http://apps.psc.wi.gov, click on the "ERF Upload Documents" link on the left side menu bar. On the next page, log on if you are a registered ERF user, create a new account if you do not have an existing account, or contact PSC Records Management staff at (608) 261-8521 or via e-mail at PSCRecordsMail@wisconsin.gov for assistance.

A person desiring to become a party who lacks access to the internet shall make a request to intervene by U.S. mail addressed to:

Docket 5370-CW-117 Intervention Request
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, WI 53707-7854

At the time of filing, the person making the request to intervene shall serve a copy of the request on existing parties. An existing party may respond to the request within 5 days of service. A party wishing to request intervenor compensation should do so as soon as practicable.

WISCONSIN ENVIRONMENTAL POLICY ACT. This is a Type III action under Wis. Admin. Code § PSC 4.10(3). The Commission will review the potential environmental effects of the project. Type III actions normally do not require the preparation of an environmental impact statement under Wis. Stat. § 1.11 or an environmental assessment.

ASSESSMENT. The Commission considers it necessary, in order to carry out its duties, to investigate all books, accounts, practices, and activities of the applicant. The expenses incurred or to be incurred by the Commission that are reasonably attributable to such an investigation will be assessed against and collected from the applicant in accordance with the provisions of Wis. Stat. § 196.85 and Wis. Admin. Code ch. PSC 5.

AMERICANS WITH DISABILITIES ACT. The Commission does not discriminate on the basis of disability in the provision of programs, services, or employment. Any person with a disability who needs accommodations to participate in this docket or who needs to obtain this document in a different format should contact the docket coordinator listed below. Any hearing location is physically accessible to individuals with disabilities. The Public Service Commission is located in the Hill Farms State Office Building that is also physically accessible to individuals with disabilities through the entrances on the first floor. Parking for people with disabilities is available on the ground floor of the parking garage. There is also limited, free handicap visitor parking at the front of the Hill Farms State Office Building.

CONTACT. Please direct questions about this docket or requests for additional accommodations for the disabled to the Commission's docket coordinator, Stephen Kemna, at (608) 266-3768 or Stephen.Kemna@wisconsin.gov.

Dated at Madison, Wisconsin, this 2nd day of September, 2021.

for

Steffany Powell Coker
Secretary to the Commission

SPC:spk:krl DL:01824800

II

R. O. No. _____ - 21 - 22. By TRANSIT COMMISSION. September 7, 2021.

Your Commission to whom was referred Res. No. 44-21-22 by Alderpersons Dekker, Felde, and Mitchell authorizing the filing of an application with the Wisconsin Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2022, under Federal Mass Transit Operating Assistance program, 49 U.S.C. 5307, and State Urban Mass Transit Operating Assistance program, Wis. Stat. §§ 85.20 and 85.205, as amended; recommends adopting the Resolution.

_____

TRANSIT COMMISSION

III

4.5

Res. No. 44 - 21 - 22. By Alderpersons Dekker, Felde, and Mitchell.
August 2, 2021.

A RESOLUTION authorizing the filing of an application with the Wisconsin Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2022, under Federal Mass Transit Operating Assistance program, 49 U.S.C. 5307, and State Urban Mass Transit Operating Assistance program, Wis. Stat. §§ 85.20 and 85.205, as amended.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs in the program; and

WHEREAS, it is required by the United States Department of Transportation (Federal Transit Administration) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 that in connection with the filing of an application for assistance under 49 U.S.C. 5307, as amended, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with these projects, and definite procedures shall be established and administered to ensure that disadvantaged businesses shall have the opportunity to participate in construction contracts, supplies, equipment contracts, or consultants and other services.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Parking and Transit is authorized to execute and file an application on behalf of the City of Sheboygan with the Wisconsin Department of Transportation to aid in financing of operating assistance projects for calendar year 2022.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute the contract pertaining to the City of Sheboygan's application for 2022 operating assistance grants under Federal Mass Transit Operating Assistance program, 49 U.S.C. 5307, and State Urban Mass Transit Operating Assistance program, Wis. Stat. §§ 85.20 and 85.205.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute and file with such applications all assurances or any other documents required by the United States Department of Transportation (Federal Transit Administration) effectuating the purposes of Title VI of the Civil Rights Act of 1964 and other legally mandated requirements of the United States Department of Transportation.

transit
adopt.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to furnish such additional information as the United States Department of Transportation (Federal Transit Administration) may require in connection with the application for the program projects.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute grant agreements on behalf of the City of Sheboygan with the United States Department of Transportation (Federal Transit Administration) and/or the Wisconsin Department of Transportation for aid in the financing of the operating assistance program projects.

Dean Dekker

Barbara Felde

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

VI

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 7, 2021.

Your Committee to whom was referred R. O. No. 70-21-22 by City Clerk submitting a communication from Dolcye Johnson regarding the Fire Department's ambulance service for 2020; recommends filing the document.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.11

R. O. No. 70 - 21 - 22. By CITY CLERK. August 16, 2021.

Submitting a communication from Dolcye Johnson regarding the Fire Department's ambulance service for 2020.

CITY CLERK

LHPS

Mayor Sorenson

Attached are documents related to the Fire Department's ambulance service for 2020. I would like to address the Council about them on August 16th. The 2020 280 Fund includes for the first time the salary and benefits of the Assistant Fire Chief as part of the cost of the Service. I think it's important for the Council to know the cost of the Service.

Thank you for allowing me to address the Council.

August 3, 2021

Attached are documents related to the Fire Department's ambulance service for 2020.

CITY OF SHEBOYGAN

YEAR-TO-DATE BUDGET REPORT

FOR 2020 13

ACCOUNTS FOR: 280 AMBULANCE FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
28022500 FIRE - AMBULANCE SERVICE								
28022500 431246	STATE GRANT	0	0	0	-7,771.84	.00	7,771.84	100.0%
28022500 431251	COVID - 19 GRAN	0	0	0	-73,374.34	.00	73,374.34	100.0%
28022500 442636	AMBULANCE	-1,250,000	0	-1,250,000	-1,502,382.38	.00	252,382.38	120.2%
28022500 469999	OTHER MISCELLAN	0	0	0	-4,575.00	.00	4,575.00	100.0%
28022500 510110	FULL TIME SALAR	304,838	0	304,838	310,896.93	.00	-6,058.93	102.0%*
28022500 510111	FULL TIME SALAR	5,500	0	5,500	9,596.40	.00	-4,096.40	174.5%*
28022500 510311	MEDICARE	4,338	0	4,338	4,292.45	.00	45.55	98.9%
28022500 510320	WI RETIREMENT F	49,812	0	49,812	52,385.67	.00	-2,573.67	105.2%*
28022500 510340	HEALTH INSURANC	75,404	0	75,404	69,118.28	.00	6,285.72	91.7%
28022500 510350	DENTAL INSURANC	4,790	0	4,790	4,389.44	.00	400.56	91.6%
28022500 510360	LIFE INSURANCE	166	0	166	152.88	.00	13.12	92.1%
28022500 510400	WORKERS COMPENS	2,856	0	2,856	2,856.00	.00	.00	100.0%
28022500 510490	CLOTHING ALLOWA	1,700	0	1,700	1,700.00	.00	.00	100.0%
28022500 521900	CONTRACTED SERV	89,050	0	89,050	86,658.70	.00	2,391.30	97.3%
28022500 522110	VEHICLE MAINTEN	15,700	0	15,700	17,162.25	.00	-1,462.25	109.3%*
28022500 525125	MOBILE TELEPHON	2,520	0	2,520	425.45	.00	2,094.55	16.9%
28022500 526125	TRAINING & CONF	3,000	0	3,000	496.51	.00	2,503.49	16.6%
28022500 528150	VEHICLE RENTAL	115,391	0	115,391	.00	.00	115,391.00	.0%
28022500 530215	MEDICAL SUPPLIE	72,000	0	72,000	127,065.29	.00	-55,065.29	176.5%*
28022500 530230	GASOLINE	16,000	0	16,000	13,481.61	.00	2,518.39	84.3%
28022500 530255	TOOLS & SMALL E	12,825	0	12,825	21,158.71	.00	-8,333.71	165.0%*
28022500 530256	SAFETY EQUIPMEN	9,050	0	9,050	13,936.19	.00	-4,886.19	154.0%*
28022500 540215	GEN. PUB. OFFIC	2,500	0	2,500	2,700.85	.00	-200.85	108.0%*
TOTAL FIRE - AMBULANCE SERVICE		-462,560	0	-462,560	-849,629.95	.00	387,069.95	183.7%
28071100 AMBULANCE DEBT SERVICE-PRINCIP								
28071100 713912	AMBULANCE PRINC	0	0	0	97,507.27	.00	-97,507.27	100.0%*
TOTAL AMBULANCE DEBT SERVICE-PRINCIP		0	0	0	97,507.27	.00	-97,507.27	100.0%
28071120 AMBULANCE DEBT SERVICE-INTERES								
28071120 723912	AMBULANCE INTER	0	0	0	8,948.48	.00	-8,948.48	100.0%*
TOTAL AMBULANCE DEBT SERVICE-INTERES		0	0	0	8,948.48	.00	-8,948.48	100.0%

CITY OF SHEBOYGAN

YEAR-TO-DATE BUDGET REPORT

FOR 2020 13

ACCOUNTS FOR: 280 AMBULANCE FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
28081100 INTERFUND TO -GENERAL FUND							
28081100 811101 INTERFUND TO GE	463,360	0	463,360	463,360.00	.00	.00	100.0%
TOTAL INTERFUND TO -GENERAL FUND	463,360	0	463,360	463,360.00	.00	.00	100.0%
TOTAL AMBULANCE FUND	800	0	800	-279,814.20	.00	280,614.20	*******%
TOTAL REVENUES	-1,250,000	0	-1,250,000	-1,588,103.56	.00	338,103.56	
TOTAL EXPENSES	1,250,800	0	1,250,800	1,308,289.36	.00	-57,489.36	

YEAR-TO-DATE BUDGET REPORT

FOR 2020 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	800	0	800	-279,814.20	.00	280,614.20	*******%

** END OF REPORT - Generated by Kaitlyn Krueger **

	All Financial Classes									
	Billable Incidents	Gross Charges	Adjustments	Net Charges	Collections	Write Off Amt	Balance Due	Avg Charge	Avg Miles	Avg Adjustment
2020	3534	$3,423,541.50	$1,550,416.79	$1,873,124.71	$1,317,954.49	$279,989.84	$275,180.38	$968.74	5.86	$438.71
Totals:	**3534**	**$3,423,541.50**	**$1,550,416.79**	**$1,873,124.71**	**$1,317,954.49**	**$279,989.84**	**$275,180.38**	**$968.74**	**5.86**	**$438.71**

Avg Net Charge	Avg Collection	Gross Col %	Net Col %	Paid %	Medicare		Medicaid		Commercial	
$530.03	$372.94	38.50%	70.36%	86.08%	1870	52.91%	821	23.23%	552	15.62%
$530.03	**$372.94**	**38.50%**	**70.36%**	**86.08%**	**1870**	**52.91%**	**821**	**23.23%**	**552**	**15.62%**

ıcidents by Financial Class

Self Pay		Auto		Workers Comp		Contract		BLS-NE		BLS-E	
233	6.59%	28	0.79%	20	0.57%	10	0.28%	101	2.86%	763	21.59%
233	**6.59%**	**28**	**0.79%**	**20**	**0.57%**	**10**	**0.28%**	**101**	**2.86%**	**763**	**21.59%**

Incidents by Level of Service												
ALS-NE		ALS-E		ALS2		SCT		Rotary		Fixed Wing		
44	1.25%	2531	71.62%	51	1.44%	1	0.03%					
44	**1.25%**	**2531**	**71.62%**	**51**	**1.44%**	**1**	**0.03%**					

TNT		Other	
43	1.22%		
43	**1.22%**		

LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

Ellwood H. May Environmental Park Association of Sheboygan County, Inc.

("MPA")

AND

Sheboygan Area School District (SASD)

("SASD")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property") to SASD and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

Leased Property

1. CITY agrees to lease classroom space to SASD, specifically the Environmental Lab, and the Program Room within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by Warriner High School.
2. No animals are allowed to be kept in or about the Property.
3. Subject to the provisions of this Lease, SASD staff and students are entitled to park in designated areas on or about the Property.
4. In addition to park rules, all rules adopted by SASD and Warriner High School regarding smoking, use of drugs or alcohol, dress codes, and behavior apply to the use of Maywood's buildings and grounds.

Term

5. The term of the Lease commences at 8:00 a.m. on September 7, 2021 and ends at 3:00 p.m. on June 9, 2022.

Rent

6. Subject to the provisions of this Lease, the rent for the Classrooms is $1,111.11 per month (the "Rent").

7. SASD will pay half of the Rent by check on or before the 1st of each and every month of the term of this Lease, beginning September 1. No payment shall be required for the month of June. Payment shall be made to MPA by the Environmental Park Director ("Director"). MPA is authorized to use said funds to perform any and all of its duties under the Memorandum of Understanding between MPA and the City ("MOU").

Tenant Improvements

8. SASD may NOT make improvements or permanent changes to the Property without authorization from the Director.

Utilities and Other Charges

9. SASD shall not be responsible for the payment of the utilities and other charges in relation to the Property, including electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.

Insurance

10. SASD is hereby advised and understands that the personal property of SASD is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
11. SASD agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
12. SASD agrees that it shall furnish and maintain such liability insurance as will protect SASD, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars ($3,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

Governing Law

13. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.

Severability

14. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.
15. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

16. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment of Lease

17. SASD shall not assign the Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

Additional Clauses

18. Room assignments may need to be adjusted on occasion to meet program obligations scheduled prior to this Lease Agreement. In such cases, MPA staff will attempt to notify Warriner High School teaching staff at least one day in advance.
19. Should any party determine that the Lease needs to be terminated, SASD is obligated to complete rent payments through the month in which termination will occur.
20. The City and MPA are willing to permit use of lab equipment at the Property by Warriner High School students and staff as part of the curriculum, but with the understanding that coordinated equipment use is necessary to accommodate the other schools using the Property. Any equipment or rooms determined to have been damaged by students or staff of Warriner High School must be repaired or replaced at the expense of SASD.

Damage to Property

21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors , the City may end the Lease by giving appropriate notice.
22. Property and equipment damage caused by students or staff of Warriner High School will be repaired/replaced at the expense of SASD.

Maintenace

23. SASD will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
24. Major maintenance and repair of the Property involving anticipated or actual costs in excess of $100.00 per incident not due to SASD's misuse, waste, or neglect of that of SASD's employees, students, or visitors will be the responsibility of MPA or their assigns.
25. SASD shall also perform the following maintenance in respect to the Property: Rooms must be maintained for use in meetings/programs at alternate times, and returned to an agreed upon arrangement at the end of each day that rooms are used.

Care and Use of Property

26. SASD will promptly notify the Director of any damage to rooms or to any furnishings supplied by the City or MPA, or of any situation that may significantly interfere with the normal uses of the Property.
27. SASD will not engage in any illegal trade or activity on or about the Property.
28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. SASD will promptly notify the Director in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by SASD. MPA will promptly respond to any such written notices from SASD.
30. At the expiration of the term of this Lease, SASD will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

Rules and Regulations

31. SASD will obey all rules of Maywood and the City regarding the Property, including any rules related to the ongoing coronavirus pandemic.

Address for Notice

32. For any matter relating to this tenancy, SASD may be contacted at the Property or through the phone number below:
    a. Name: Sheboygan Area School District
    b. Phone: 920/459-3500
33. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
    a. Name: Ellwood H. May Environmental Park Association of Sheboygan County, Inc.
    b. Address: 3615 Mueller Road, Sheboygan, WI 53083
    c. Phone: 920/459-3906

General Provisions

34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
35. Any waiver by the City or MPA of any failure by SASD to perform or observe the provisions of this Lease will not operate as a waiver of the City's or MPA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City's rights or MPA's rights in respect of any subsequent default or breach.
36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
37. All sums payable by SASD to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
38. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.
39. SASD will be charged an additional amount of $25.00 for each N.S.F. check or checks returned by SASD's financial institution.
40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
41. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
42. This Lease constitutes the entire agreement between Parties.
43. Time is of the essence in the Lease.

IN WITNESS WHEREOF Sheboygan Area School District, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this 23 day of ~~April~~ September, 2021.

City of Sheboygan

Ryan Sorenson, Mayor

Meredith De Bruin, City Clerk

Ellwood H. May Environmental Park Assoc.

Samantha Lammers, Director

Sheboygan Area School District

Seth Harvatine, Superintendent

VIII

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. September 7, 2021.

Your Committee to whom was referred Res. No. 43-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.4

Res. No. 43 - 21 - 22. By Alderpersons Dekker and Perrella.
August 2, 2021.

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement, a copy of which is attached hereto and incorporated herein.

Dean Dekker

Jonathan Perrella

RW adopt

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

Ellwood H. May Environmental Park Association of Sheboygan County, Inc.

("MPA")

AND

Sheboygan Area School District (SASD)

("SASD")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property") to SASD and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

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1. CITY agrees to lease classroom space to SASD, specifically the Environmental Lab, and the Program Room within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by Warriner High School.
2. No animals are allowed to be kept in or about the Property.
3. Subject to the provisions of this Lease, SASD staff and students are entitled to park in designated areas on or about the Property.
4. In addition to park rules, all rules adopted by SASD and Warriner High School regarding smoking, use of drugs or alcohol, dress codes, and behavior apply to the use of Maywood's buildings and grounds.

Term

5. The term of the Lease commences at 8:00 a.m. on September 7, 2021 and ends at 3:00 p.m. on June 9, 2022.

Rent

6. Subject to the provisions of this Lease, the rent for the Classrooms is $1,111.11 per month (the "Rent").

7. SASD will pay half of the Rent by check on or before the 1st of each and every month of the term of this Lease, beginning September 1. No payment shall be required for the month of June. Payment shall be made to MPA by the Environmental Park Director ("Director"). MPA is authorized to use said funds to perform any and all of its duties under the Memorandum of Understanding between MPA and the City ("MOU").

Tenant Improvements

8. SASD may NOT make improvements or permanent changes to the Property without authorization from the Director.

Utilities and Other Charges

9. SASD shall not be responsible for the payment of the utilities and other charges in relation to the Property, including electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.

Insurance

10. SASD is hereby advised and understands that the personal property of SASD is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
11. SASD agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
12. SASD agrees that it shall furnish and maintain such liability insurance as will protect SASD, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars ($3,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

Governing Law

13. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.

Severability

14. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.
15. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

16. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment of Lease

17. SASD shall not assign the Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

Additional Clauses

18. Room assignments may need to be adjusted on occasion to meet program obligations scheduled prior to this Lease Agreement. In such cases, MPA staff will attempt to notify Warriner High School teaching staff at least one day in advance.
19. Should any party determine that the Lease needs to be terminated, SASD is obligated to complete rent payments through the month in which termination will occur.
20. The City and MPA are willing to permit use of lab equipment at the Property by Warriner High School students and staff as part of the curriculum, but with the understanding that coordinated equipment use is necessary to accommodate the other schools using the Property. Any equipment or rooms determined to have been damaged by students or staff of Warriner High School must be repaired or replaced at the expense of SASD.

Damage to Property

21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors , the City may end the Lease by giving appropriate notice.
22. Property and equipment damage caused by students or staff of Warriner High School will be repaired/replaced at the expense of SASD.

Maintenace

23. SASD will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
24. Major maintenance and repair of the Property involving anticipated or actual costs in excess of $100.00 per incident not due to SASD's misuse, waste, or neglect of that of SASD's employees, students, or visitors will be the responsibility of MPA or their assigns.
25. SASD shall also perform the following maintenance in respect to the Property: Rooms must be maintained for use in meetings/programs at alternate times, and returned to an agreed upon arrangement at the end of each day that rooms are used.

Care and Use of Property

26. SASD will promptly notify the Director of any damage to rooms or to any furnishings supplied by the City or MPA, or of any situation that may significantly interfere with the normal uses of the Property.
27. SASD will not engage in any illegal trade or activity on or about the Property.
28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. SASD will promptly notify the Director in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by SASD. MPA will promptly respond to any such written notices from SASD.
30. At the expiration of the term of this Lease, SASD will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

Rules and Regulations

31. SASD will obey all rules of Maywood and the City regarding the Property, including any rules related to the ongoing coronavirus pandemic.

Address for Notice

32. For any matter relating to this tenancy, SASD may be contacted at the Property or through the phone number below:
    a. Name: Sheboygan Area School District
    b. Phone: 920/459-3500
33. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
    a. Name: Ellwood H. May Environmental Park Association of Sheboygan County, Inc.
    b. Address: 3615 Mueller Road, Sheboygan, WI 53083
    c. Phone: 920/459-3906

General Provisions

34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
35. Any waiver by the City or MPA of any failure by SASD to perform or observe the provisions of this Lease will not operate as a waiver of the City's or MPA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City's rights or MPA's rights in respect of any subsequent default or breach.
36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
37. All sums payable by SASD to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
38. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.
39. SASD will be charged an additional amount of $25.00 for each N.S.F. check or checks returned by SASD's financial institution.
40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
41. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
42. This Lease constitutes the entire agreement between Parties.
43. Time is of the essence in the Lease.

IN WITNESS WHEREOF Sheboygan Area School District, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this ___ day of April, 2021.

City of Sheboygan

_____
Ryan Sorenson, Mayor

_____
Meredith De Bruin, City Clerk

Ellwood H. May Environmental Park Assoc.

_____
Samantha Lammers, Director

Sheboygan Area School District

_____
Seth Harvatine, Superintendent

VIII

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. September 7, 2021.

Your Committee to whom was referred Res. No. 47-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to accept a grant from the Sheboygan County Stewardship Fund and a grant from Restoration of Our Trees Sheboygan for Emerald Ash Borer Mitigation; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.3

Res. No. 47 - 21 - 22. By Alderpersons Dekker and Perrella.
August 16, 2021.

A RESOLUTION authorizing the appropriate City officials to accept a grant from the Sheboygan County Stewardship Fund and a grant from Restoration of Our Trees Sheboygan for Emerald Ash Borer Mitigation.

WHEREAS, the City has been awarded a grant in the amount of $15,000 from the Sheboygan County Stewardship Fund; and

WHEREAS, the City has also been awarded a grant in the amount of $10,000 from Restoration of Our Trees Sheboygan ("ROOTS"); and

WHEREAS, both of these grants will be used for Emerald Ash Borer Mitigation, including the re-planting of trees in nine parks and the installation of a Gravel Bed by the Municipal Service Building that will be used annually to accelerate the growth of bare root trees that the City will purchase each spring; and

WHEREAS, copies of the Grant Agreements are attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor is authorized to accept these grants from the Sheboygan County Stewardship Fund and ROOTS.

BE IT FURTHER RESOLVED: That the appropriate City officials are instructed to take the steps necessary to comply with the terms and conditions specified in the Grant Agreements.

Dean Dekker

Public Works adopt

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Sheboygan County
Planning & Conservation Department

Administration Building | 508 New York Avenue | Sheboygan, WI 53081-4126
P: (920) 459-3060 | P: (920) 459-1370 | F: (920) 459-1371
E: plancon@sheboygancounty.com

Director
Aaron C. Brault

July 15, 2021

Municipal Service Building
Attn: Tim Bull
2026 New Jersey Ave
Sheboygan, WI 53081

RE: 2021 Sheboygan County Stewardship Fund Grant Award for Emerald Ash Borer Nine Park Mitigation project and Brags Project

Dear Mr. Bull:

Congratulations! I am pleased to inform you that the City of Sheboygan has been awarded funding in the amount of $15,000 from the Sheboygan County Stewardship Fund.

Enclosed you will find two (2) copies of the Stewardship Grant Agreement. Please have both copies signed by the appropriate representative at the City of Sheboygan and return one copy to the Sheboygan County Planning & Conservation Department. Upon receipt, we will process a request through our Finance Department for the initial payment of $7,500. You should receive a check from the Sheboygan County Treasurer within approximately two (2) weeks of returning the signed agreement.

Please be sure to read the agreement thoroughly. In order for you to receive final reimbursement, the Department must receive receipts indicating which items or services were charged to the Stewardship grant. At that time, we will also provide you with the signage you are required to post if applicable.

If you have any further questions, please feel free to contact me.

Sincerely,

Tyler Betry
Deputy Director / County Conservationist

CC: Anthony Fessler – ROOTS

STEWARDSHIP GRANT AGREEMENT

SPONSOR:	Sheboygan County
APPLICANT:	City of Sheboygan
PROJECT SCOPE AND DESCRIPTION OF PROJECT:	Project Development: Emerald Ash Borer Mitigation and Brags Project
PERIOD COVERED BY THIS AGREEMENT:	July 15th, 2021 – July 15th, 2022

PROJECT COSTS

Total Award:	$15,000
Paid at Execution of Agreement:	$7,500
Paid by Project Completion Date:	$7,500

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

_____ (Grantee)	**Sheboygan County** (Sponsor)
By: _____ (Signature)	By: _____ (Signature)
_____ (Printed name)	**Aaron Brault** (Printed name)
_____ (Title)	**Director** (Title)
_____ (Date)	**7/15/2021** (Date)

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

1. Sheboygan County, through its Planning and Conservation Department (Department) and the Grantee mutually agree to perform this agreement in accordance with the Sheboygan County Stewardship Program and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, maps, and also any assurances attached hereto and made a part hereof.

2. The Department hereby promises, in consideration of the covenants and agreements made by the Applicant herein, to obligate to the Applicant the amount of $15,000 and to tender to Applicant that obligation. However, if the actual project cost is less than $15,000, the grant payment shall be limited to the actual project cost. The Applicant hereby promises, in consideration of the promises made by the Department herein, to execute the project described herein in accordance with this Agreement.

3. The Applicant agrees to comply with all applicable Wisconsin Statutes, Wisconsin Administrative codes, and Ordinances and rules of the Sheboygan County Board in fulfilling terms of this Agreement

4. The Department agrees that the Applicant shall have sole control of the method, hours worked, and time and manner of any performance under this Agreement other than as specifically provided herein. The Department reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the performance is progressing or has been completed in compliance with the Agreement. The Department takes no responsibility of supervision or direction of the performance of the Agreement to be performed by the Applicant or the Applicant's employees or agents. The Applicant is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Applicant's employees or agents.

5. This Agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to this Agreement or other written documentation, signed by both parties, prior to the termination date of the Agreement. Time extensions and scope changes to the Agreement may be granted to the Applicant by the Department in writing without the requirements of Applicant signature.

6. The Applicant may rescind this Agreement in writing at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this Agreement may be rescinded, modified, or amended only by mutual agreement in writing.

7. Failure by the Applicant to comply with the terms of this Agreement shall not cause the suspension of all obligations of the Department hereunder if, in the judgment of the Planning Director, such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this Agreement, at the Department's discretion.

8. The Applicant agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Applicant fails to comply with the conditions of this Agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description, or this Agreement. In addition, should the Applicant fail to comply with the conditions of this Agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this Agreement may be terminated, including further project cost payment.

9. The Applicant agrees to save, keep harmless, defend, and indemnify the Department and all its officers, employees, and agents against any kind and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work in connection with this Agreement or omissions of Applicant's employees, agents, or representatives.

10. In connection with the performance of work under this Agreement, the Applicant agrees not to discriminate against any employee or applicant for employment nor against any person who may subsequently use the project because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation, arrest or conviction record, or national origin. This provision shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay, or other forms of compensation; selection for training, including apprenticeship, and in the subsequent use and enjoyment of the project.

11. Applicant shall establish and maintain adequate records of all expenditures incurred under this Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Department and its duly authorized representatives shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this Agreement by the Applicant. Copies of invoices and/or receipts for specific items or services purchased will be required for reimbursement; for acquisition projects, a copy of the deed must also be submitted. The Applicant shall retain all documents applicable to the Agreement for a period of not less than two (2) years after the final payment is made, or longer where required by law.

12. The Department reserves the right to cancel this Agreement in whole or in part without penalty due to nonappropriation of funds by the Sheboygan County Board.

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

ROOTS

RESTORATION OF OUR TREES SHEBOYGAN

A collaborative effort between Sheboygan Rotary Club and Lakeshore Natural Resources Partnership

June 11, 2021

Mr. Tim Bull
City Forester/Project Director
Department of Parks and Forestry Division
City of Sheboygan
Municipal Service Building
2026 New Jersey Avenue
Sheboygan, WI 53081-4714

Subject: Selection of City of Sheboygan 9 Park EAB Mitigation and BRAGS Construction ROOTS Grant Request by Sheboygan County Rotary Foundation Community Investment Fund

Dear Tim:

On behalf of ROOTS, I am pleased to confirm our earlier e-mail announcement that your application to the Sheboygan County Rotary Foundation (SCRF) for funding through our CIF has been approved in its entirety for 2021-2022. Congratulations to you, Superintendent of Parks and Forestry Joe Kerlin, and your entire team on an excellent project and proposal.

As explained in our published guidelines, the ROOTS grant for this project is subject to the schedule milestones, performance measures, guidelines themselves, and the general planning details contained in your detailed application. Particular reference is made to the scheduling milestones, performance measurements, and reporting expectations. Please exercise best efforts to adhere to them.

ROOTS recognizes that EAB mitigation measures may be subject to considerations of weather, tree stock availability, and other exigencies not always anticipated at the time of application. Should such considerations impact scheduling or performance, we ask the City to timely communicate these to me as the ROOTS point of contact to develop appropriate accommodations or changes in the plan. ROOTS will work with the Division as needed so long as we are kept informed of circumstances.

With the understanding that the ROOTS CIF is substantially funding the acquisition of tree stock for this project as well as financial support to construct the BRAGS gravel bed, please provide invoice(s) or statements of tree acquisition and other costs when available to you to seek reimbursement of an amount of up to $15,000. Unless otherwise mutually agreed, the remaining amount of the grant of $10,000 will be released upon project completion upon receipt of all required reporting and performance metric measures.

Attached to this award letter are a limited set of General Conditions and Understandings subject to which this CIF grant is awarded. I ask that you or the authorized representative of the City please sign acceptance of these conditions and understanding and return them to the undersigned as acceptance within 30 days of receipt of this letter.

Again, our congratulations on this award. ROOTS and its Rotary sponsors and are pleased to pursue this collaborative private/non-profit and public sector project for the benefit of the Sheboygan community. Per our prior understanding, if the joint City-ROOTS application to the Sheboygan County Stewardship Fund results in any financial award later this summer, the ROOTS CIF contribution will be reduced by the amount of any such award whether paid to the City or our Foundation. If you have any questions or concerns, please continue to communicate with me at 920-946-6770 (cell) or at fessler.e.anthony@gmail.com. On behalf of Rotary and ROOTS, we look forward to continuing our collaborative work with the City of Sheboygan to address this serious environmental problem.

Sincerely,

E. Anthony Fessler
ROOTS Coordinator
Sheboygan Rotary Club

Encl: General Conditions and Understandings

cc: Chairman, Sheboygan County Rotary Foundation
President, Sheboygan Rotary Club
Mayor of the City of Sheboygan

RESTORATON OF OUR TREES SHEBOYGAN (ROOTS)
COMMUNITY INVESTMENT FUND
PROJECT GRANT
TERMS AND CONDITIONS

As authorized representative of the grant recipient identified, it is understood and agreed that the identified ROOTS CIF grant is awarded subject to the following terms and conditions:

1. Performance. The recipient entity will agree to perform the identified mitigation measures in a timely other manner planning and subject representations to the milestones, made in scheduling in its application to the ROOTS of 6-8-2021 and shall comply with the ROOTS CIF Phase I guidelines published May 2020 upon which its submission is based.

2. Changes or Modifications. Within the limits of the award, the recipient may request modifications or changes to its original plan and proposal for ROOTS evaluation in response to material availability, weather conditions, or other exigencies not anticipated at the time of application. ROOTS will exercise best efforts to accommodate reasonable requests on a timely basis and notify the grant recipient of approval or disapproval of its request.

3. Communications and Project Reporting. The grant recipient shall provide a written interim progress report at the conclusion of each mitigation planting season to include maps or aerial/overhead type projections of specific mitigation measures including identifying species, sizes, replanting locations, and approximate dates. The recipient shall submit a final project report at its conclusion to include an inventory of all mitigation planting specifying siting, approximate date(s), and replanted species and completion of the Bare Roots Accelerated Growth System (BRAGS) gravel bed. The final report should contain one or more annotated/descriptive overhead type maps or aerial type depictions of final mitigation measures/re-plantings. Recipient plans for maximizing sustainability of mitigation efforts are to be included in all final reports. ROOTS and recipient representatives will exercise best efforts to respond promptly and thoroughly to reasonable requests for information, documentation, data, or project updates. Recipient may submit periodic requests for ROOTS support in assembling volunteer Rotarian or other community member or private/non-profit organizational support for appropriate mitigation tasks.

4. Cooperation and Coordination with ROOTS Applications for Carbon Credits, Offsets or Community Forestation Certification. in the event ROOTS pursues a strategy of seeking funding to its SCRF CIF through the development of a carbon offset, carbon credit, community forestation certification program, or other comparable initiatives, subject to applicable law and regulation, recipient agrees to exercise best efforts to coordinate and provide support.

5. Applicable Law. The recipient and ROOTS commit to compliance with applicable Wisconsin Statutes and Wisconsin Administrative Codes as well as applicable U.S. Federal and County or local law, regulations, or ordinances in carrying out the project.

6. Release of Grant Funding. Unless otherwise agreed in advance, release of grant funding shall be as outlined in the ROOTS award letter and upon submission to the ROOTS coordinator to include required invoices, reports or other documentation as specified.

7. Indemnification. The grant recipient shall save, hold harmless, defend, and indemnify Restoration Of Our Trees Sheboygan (ROOTS) including the Sheboygan Rotary Club, its executive agent the Sheboygan

County Rotary Foundation (SCRF), and its partner organization, the Lakeshore Resource Partnership (LNRP), all of their officers, directors, employees and members, against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (public or otherwise) occurring in connection with or in any way incident to arising out of the occupancy, use, service, operation or performance of work in connection with this agreement and/or project or otherwise due to the act or omission of the grant recipient, its employees, agents or representatives.

8. Repayment; Termination. To reimburse the Sheboygan County Rotary Foundation as ROOTS executive agent any and all funds it deems reasonable for recipient failure to meet guidelines, milestones, or performance standards applicable to the project. ROOTS will provide timely written notice of any such failure where after recipient shall have 60 days to cure or achieve a mutually agreed accommodation or change to the plan.

9. Public Relations Coordination and Cooperation. ROOTS and recipient will coordinate and cooperate in the development and issuance of both commercial and social media releases associated with the project emphasizing the collaborative efforts of all sponsors, entities or organizations involved. ROOTS and the recipient will develop one or more public events to celebrate and publicize the project to the community to which media and the public may be invited. Public gatherings shall comply with public health guidelines then in effect due to the COVID 19 pandemic or other such concern. The recipient, subject to any legal or regulatory limitations, will actively support and endorse the ROOTS strategic objective to build its private/corporate donor funded SCRF CIF corpus to facilitate future Emerald Ash Borer mitigation projects throughout Sheboygan County.

The person signing for the recipient represents as an agent of his principal that he/she is authorized to execute the Terms and Conditions of this Agreement and bind his or her principal by duly adopted resolution or otherwise.

Project title and date submitted: City of Sheboygan Emerald Ash Borer Nine Park Mitigation and Installation of BRAGS Gravel Bed -2021-2022.

Date Application Submitted: 6-8-2021.

Representative of Applicant Submitting: _____

Printed Name and Title

Signature of Person Authorized to Sign for Applicant: _____

Restoration Of Our Trees Sheboygan (ROOTS), Sheboygan County Rotary Foundation: E. Anthony Fessler, Coordinator.

Signature: _____

Date: 6-11-2021

Return to ROOTS Coordinator within 30 days of receipt:

E. Anthony Fessler
1615 Briarwood Road
Sheboygan, WI 53083

IX

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. September 7, 2021.

Your Committee to whom was referred Gen. Ord. No. 21-21-22 by Alderpersons Dekker and Perrella creating parking limits so as to add a two-hour parking limit between 8:00 a.m. and 5:00 p.m. Monday through Saturday for four parking stalls in South Pier Parking Lot A; recommends adopting the Ordinance.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

7.4

Gen. Ord. No. 21 - 21 - 22. By Alderpersons Dekker and Perrella.
August 16, 2021.

AN ORDINANCE creating parking limits so as to add a two-hour parking limit between 8:00 a.m. and 5:00 p.m. Monday through Saturday for four parking stalls in South Pier Parking Lot A.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," parking in the four parking stalls in the southeast corner of South Pier Parking Lot A shall be limited to two hours between 8:00 a.m. and 5:00 p.m. Monday through Saturday.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Dean Dekker

Public works adopt

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

R. O. No. ____ - 21 - 22. By CITY PLAN COMMISSION. September 7, 2021.

Your Commission to whom was referred Gen. Ord. No. 18-21-22 by Alderperson Filicky-Peneski amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located 418 Geele Avenue (Parcel #59281004850 and Parcel #59281004870) from Institutional and Community Facilities to Two-Family Residential Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 24, 2021, and after due consideration, recommends adopting the Ordinance.

_____

CITY PLAN COMMISSION

Approved

X

7.1

Gen. Ord. No. 18 - 21 - 22. By Alderperson Filicky-Peneski. August 16, 2021.

AN ORDINANCE amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located 418 Geele Avenue (Parcel #59281004850 and Parcel #59281004870) from Institutional and Community Facilities to Two-Family Residential Classification.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classifications is hereby amended by changing the Future Land Use Maps thereof and Use Classifications of the following described lands from Class Institutional and Community Facilities to Two-Family Residential Classification:

Property located at 418 Geele Avenue (Parcel #59281004850 and Parcel #59281004870):

NE ¼ of Section 14, Township 15 North, Range 23 East Assessment Subd. No. 21 Lots 3, 4, 5, & N 122' of Lots 6 & 7 & E 90' of Lot 8 Block 2 and Assessment Subd. No. 21 Lot 9 Block 2.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Roberta Filicky-Peneski

city plan

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____.

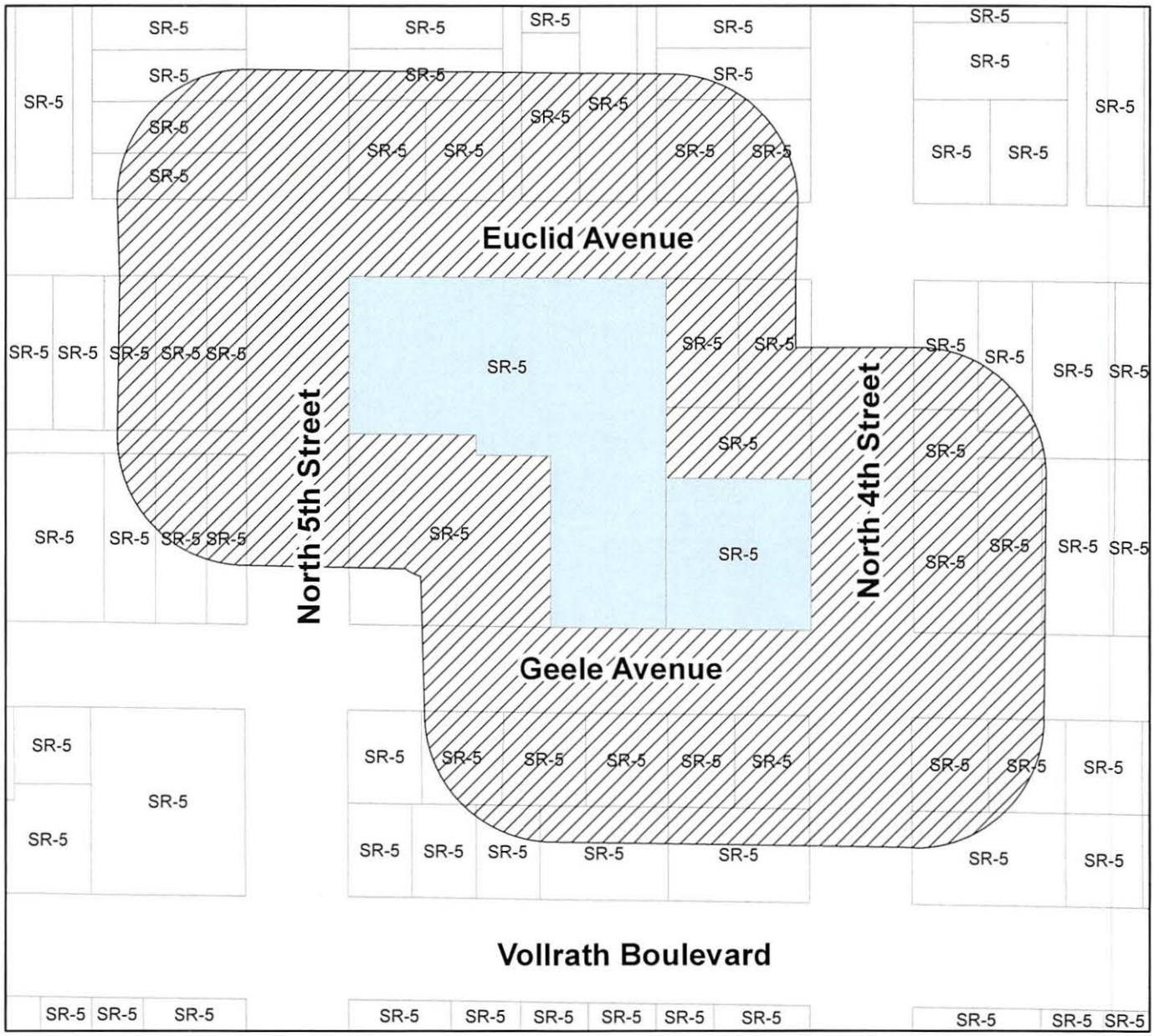
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM INSTITUTIONAL AND COMMUNITY FACILITIES TO TWO-FAMILY RESIDENTIAL

NE 1/4 OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 23 EAST

ASSESSMENT SUBD NO 21 LOTS 3, 4, 5 & N 122' OF LOTS 6 & 7 & E 90' OF LOT 8 BLOCK 2
AND
ASSESSMENT SUBD NO 21 LOT 9 BLOCK 2



0 50 100 200 300 400 Feet

N W E S

R. O. No. _____ - 21 - 22. By CITY PLAN COMMISSION. September 7, 2021.

Your Commission to whom was referred R. O. No. 64-21-22 and Gen. Ord. No. 19-21-22 by Alderperson Filicky-Peneski amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for 418 Geele Avenue (Parcel #59281004850 and Parcel #59281004870) from Class Suburban Residential (SR-5) to Mixed Residential (MR-8) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 24, 2021, and after due consideration, recommends filing the R. O. and adopting the Ordinance.

Jaypoyer

CITY PLAN COMMISSION

X

7-2

Gen. Ord. No. 19- 21 - 22. By Alderperson Filicky-Peneski. August 16, 2021.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for 418 Geele Avenue - Parcel #59281004850 and Parcel #59281004870 from Class Suburban Residential (SR-5) to Mixed Residential (MR-8) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Suburban Residential (SR-5) to Mixed Residential (MR-8) Classification:

Property located at 418 Geele Avenue - Parcel #59281004850 and Parcel #59281004870:

NE ¼ of Section 14, Township 15 North, Range 23 East Assessment Subd. No. 21 Lots 3, 4, 5, & N 122' of Lots 6 & 7 & E 90' of Lot 8 Block 2 and Assessment Subd. No. 21 Lot 9 Block 2.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Roberta Filicky-Peneski

cityplan

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____.

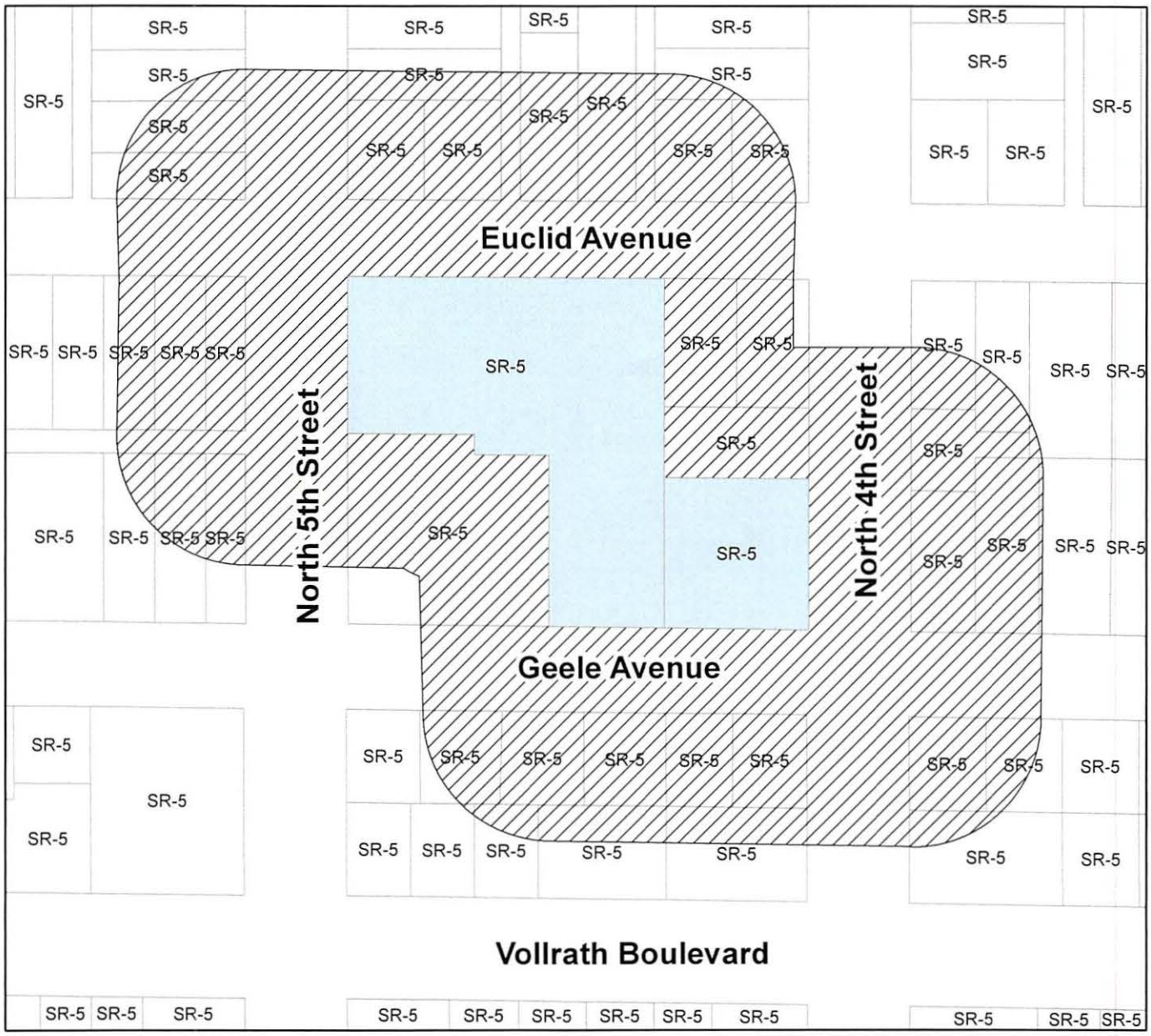
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED REZONE
FROM SUBURBAN RESIDENTIAL (SR-5)
TO MIXED RESIDENTIAL (MR-8)

NE 1/4 OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 23 EAST

ASSESSMENT SUBD NO 21 LOTS 3, 4, 5 & N 122' OF LOTS 6 & 7 & E 90' OF LOT 8 BLOCK 2
AND
ASSESSMENT SUBD NO 21 LOT 9 BLOCK 2



Feet
0 50 100 200 300 400

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II

4.5

R. O. No. 64 - 21 - 22. By CITY CLERK. August 16, 2021.

Submitting an application from A Million Dreamz Inc. for a change in zoning classification for 418 Geele Avenue (Parcel #59281004850 and Parcel #59281004870) from Class Suburban Residential (SR-5) to Mixed Residential (MR-8).

city plan

CITY CLERK

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

AUG 0 9 2021

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

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

1. APPLICANT INFORMATION

APPLICANT: A Million Dreamz Inc PHONE NO.: (920)287-8879

ADDRESS: 639 N 25th St Sheboygan WI 53081 E-MAIL angel@amilliondreamz.org

OWNER OF SITE: Sheboygan Christian School Association
PHONE NO.: (920)458-9981

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 418 Geele Ave Sheboygan, WI 53083

LEGAL DESCRIPTION: NE ¼ OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 23 EAST ASSESSMENT SUBD NO 21 LOTS 3, 4, 5, & N 122' OF LOTS 6 & 7 & E 90' OF LOT 8 BLOCK 2 AND ASSESSMENT SBD NO 21 LOT 9 BLOCK 2

PARCEL NO. 59281004850 and 59281004870 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Suburban Residential SR-5

PROPOSED ZONING DISTRICT CLASSIFICATION: Mixed Residential MR-8

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Former location of the Sheboygan Christian School, grades 3K through 5

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: 24 hour, 7 day per week childcare and family enrichment center

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the

Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? Following a rezoning to MR-8, A Million Dreamz will be able to apply for a conditional use permit to operate a childcare and family enrichment center. This is in line with the general welfare of the community without effecting any wetlands or flood plains. We do not intend to change the footprint of the property at this time.

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

- ❑ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.

- ❑ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*

- ⇨ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.

- ❑ Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

- ❑ Explain: The former school has relocated, offering this property for sale. We intend to purchase the property and operate a different type of facility, therefore requiring a change of zoning to align with the current zoning ordinance.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? A school has been in this location since at least 1951. We will continue to utilize this property for the care and education of young people, eliminating a need for any change to the land use and without additional impact on the environment.

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

Under the city's consolidated plan for 2020-2024,(see attached) there is a specific call for the services that A Million Dreamz intends to offer. see 91.215(f) of the consolidated plan. Within the plan as Priority 7 is the need for public services including child care assistance that we intent to offer our clients. However, I would posture that we are also

integral to priority needs numbers 2, 3, 4, 6, and 8. To maintain and improve both rental and owner-occupied housing, families with children need reliable childcare to maintain employment, increase wages through continuity and quality of employment and have access to additional funds that are often diverted from home maintenance into high childcare costs. Without access to quality, reliable and affordable childcare there is a side effect of perpetuating poverty for those families in our area that have small children. As a family enrichment center, we will be offering many of the public services that are considered needed under priority 6. The increase in home ownership that is scheduled as priority 8 will be assisted by the availability of our continuous care, our intended flexibility and reliability allowing for parents to maintain job security and work toward advancement within employment, both of which will set up more opportunities for home ownership. Simply put, we believe that our services are required to advance the city down the path that it has planned.

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4. CERTIFICATE

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

Angel M Berry
APPLICANT'S SIGNATURE

August 7, 2021
DATE

Angel M Berry
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

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

- ❑ The property proposed to be rezoned.
- ❑ All lot dimensions of the subject property.
- ❑ All other lands within 200 feet of the subject property.
- ❑ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- ❑ Graphic scale and north arrow.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	**Priority Need Name**	Access to Rental Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Families with Children Mentally Ill Chronic Substance Abuse veterans Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Alcohol or Other Addictions Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts
	Associated Goals	Preservation of existing homes Affordable Housing Market Analysis Re-Evaluate City Rehab Programs New owner-occupied housing construction Homelessness
	Description	A high need for increased affordable rental housing and access to affordable rental housing was identified through the consultation and citizen participation process. Sheboygan's low and moderate income community, including the homeless and special needs population, has difficulty securing affordable rental housing

	Basis for Relative Priority	Input received from the community and citizen participation phase.
2	**Priority Need Name**	Maintain and Improve Rental Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Individuals Families with Children veterans Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Non-housing Community Development
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Associated Goals	Preservation of existing homes Accessibility improvements to existing homes Neighborhood Revitalization and Stabilization
	Description	A high priority need exists to maintain and improve Sheboygan's existing rental housing supply. The old age of Sheboygan's rental housing requires the City to take action in order to ensure a positive quality of life for low and moderate income renters throughout the City.
	Basis for Relative Priority	
3	**Priority Need Name**	Maintain and Improve Owner Occupied Housing

	Priority Level	High
	Population	Extremely Low Low Moderate Middle Families with Children Elderly
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Associated Goals	Preservation of existing homes Accessibility improvements to existing homes Neighborhood Revitalization and Stabilization
	Description	A high priority need exists to maintain and improve Sheboygan's existing homeowner housing supply. The old age of Sheboygan's homeowner housing requires the City to take action in order to ensure a positive quality of life for low and moderate income homeowners throughout the community
	Basis for Relative Priority	
4	**Priority Need Name**	Economic Development
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Families with Children
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Associated Goals	Preservation of existing homes Economic Development

	Description	A high priority need for improving and maintaining commercial activity and economic viability within the low and moderate income areas of the City was identified through consultation and community input. A need exists for workforce development and job training in order to provide economic opportunities for low and moderate income residents.
	Basis for Relative Priority	
5	**Priority Need Name**	Public Infrastructure
	Priority Level	High
	Population	Extremely Low Low Moderate Middle
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Associated Goals	Neighborhood Revitalization and Stabilization
	Description	A high priority need exists to improve and maintain the existing public infrastructure and public facilities. Street resurfacing, sidewalk repair, street lighting, and other public infrastructure improvements were identified through community input and consultation as a high priority need.
	Basis for Relative Priority	
6	**Priority Need Name**	Public Facilities
	Priority Level	High

	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Associated Goals	Neighborhood Revitalization and Stabilization Community Facilities
	Description	There exists a high need to improve and maintain public facilities. Improvements to public parks, community centers, and other public facilities are needed to maintain and improve the low and moderate income community areas of Sheboygan.
	Basis for Relative Priority	
7	**Priority Need Name**	Public Services
	Priority Level	Low

	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Associated Goals	Mental and Health Services Youth Assistance Program Child Care Assistance
	Description	A high priority need for public services improvements and accessibility to public services was identified through consultation and community input. There exists a gap in the services available within Sheboygan to effectively and comprehensively address the needs of the community.
	Basis for Relative Priority	
8	**Priority Need Name**	Homeownership
	Priority Level	High

	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Associated Goals	Increased home ownership opportunities Re-Evaluate City Rehab Programs New owner-occupied housing construction Homelessness
	Description	There is a need for assistance to acquire, rehab, or construct new homeownership units for moderate income residents due to the high cost of housing in Sheboygan.
	Basis for Relative Priority	

Narrative (Optional)

None

CLK322B

City Of Sheboygan
City Clerk's Office

** General Receipt **

Receipt No: 211306
License No: 0000
Date: 08/09/2021
Received By: MKC
Received From: A MILLION DREAMZ INC
Memo:
Method of Payment: $200.00 Check No. 000105
Total Received: $200.00

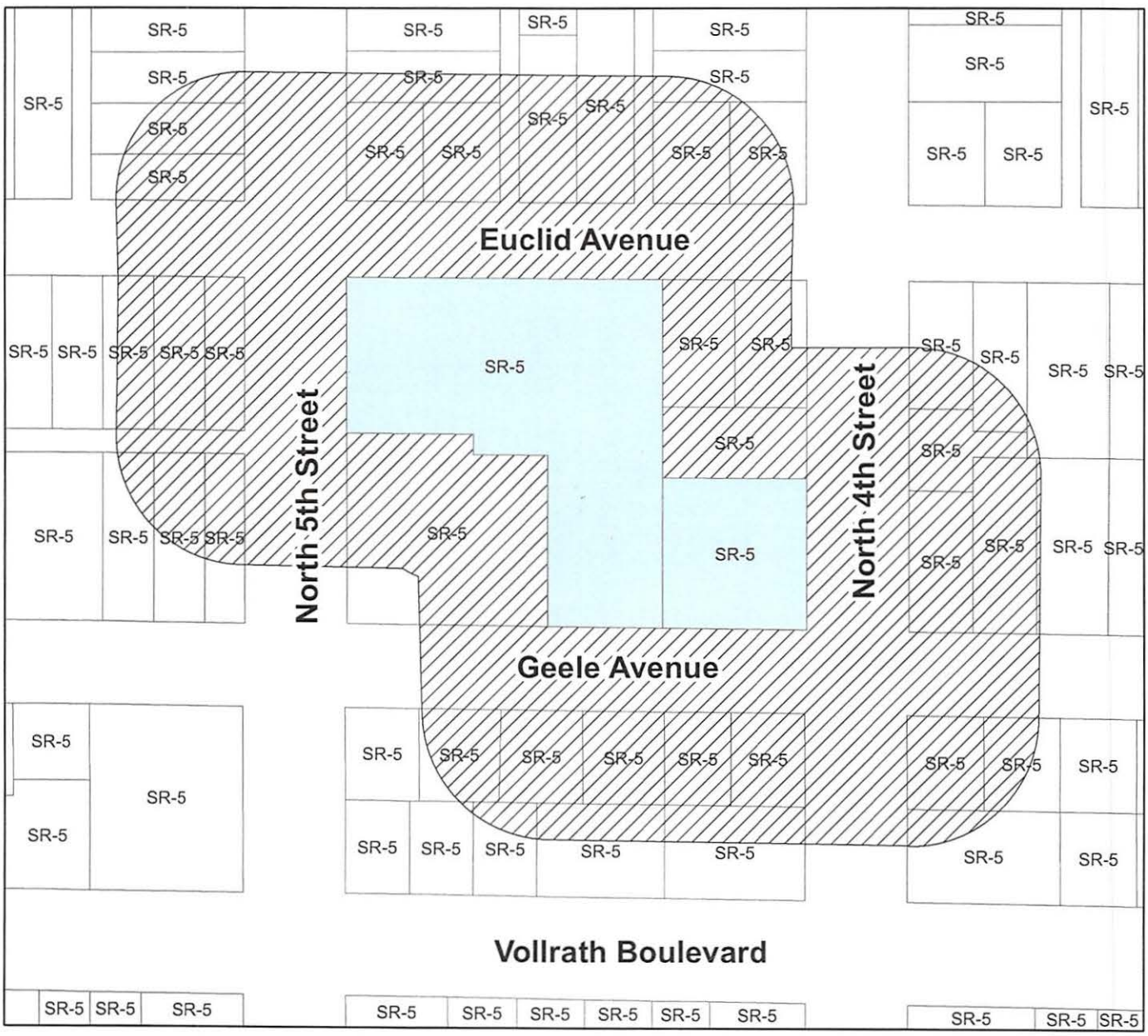
Fee Description	Fee
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

PROPOSED REZONE
FROM SUBURBAN RESIDENTIAL (SR-5)
TO MIXED RESIDENTIAL (MR-8)

NE 1/4 OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 23 EAST

ASSESSMENT SUBD NO 21 LOTS 3, 4, 5 & N 122' OF LOTS 6 & 7 & E 90' OF LOT 8 BLOCK 2
AND
ASSESSMENT SUBD NO 21 LOT 9 BLOCK 2



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R. O. No. _____ - 21 - 22. By CITY CLERK. September 7, 2021.

Submitting a claim from Jacob O. Smith for alleged damages to his vehicle when he drove on a roadway that was missing pavement on North 6th Street.

F+P

_____

CITY CLERK

DATE RECEIVED 8-18-21 RECEIVED BY MRC

CLAIM NO. 12-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

AUG 18 2021

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Jacob O. Smith
2. Home address of Claimant: 1918 N 9th st Unit A sheboygan, WI 53081
3. Home phone number: 920-980-3119
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 8/7/21 14:00
6. Where did damage or injury occur? (give full description) My vehicle's suspension. The missing half lane of gravel was approximately 4-6 inches deep. Reference mechanic quote for damage details. Missing Road was in between huron and superior ave on N 6th street.
7. How did damage or injury occur? (give full description) Due to the missing pavement and 0 warning signs or cones, and a vehicle driving in the oncoming lane. I hit the dip and immediately after my suspension become rattly and felt unsafe to drive. My vehicle is low profile making it more susceptible to damage from unsafe driving conditions.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known:
   (b) Claimant's statement of the basis of such liability:
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: Public road located between superior and Huron ave northbound on north 6th st missing pavement and zero cones or signs.
   (b) Claimant's statement of basis for such liability: The fact there was no signs or cones, halt the lane was gravel with a 4-6 inch dip, is negligent on the city's behalf for not guarding the unpavemented area which is a dangerous driving condition with no cones. My vehicle's suspension was severly damaged by this condition and I need compensation for repairs.

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

NO INJURIES. Damaged compression rods (Right and Left), damaged knuckle spindles (Front and left), ~~left~~ right side wheel hub, damaged sway bar end links (left and right) also dented right front wheel.

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

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

Auto:	$ 3,145.73
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 3,145.73

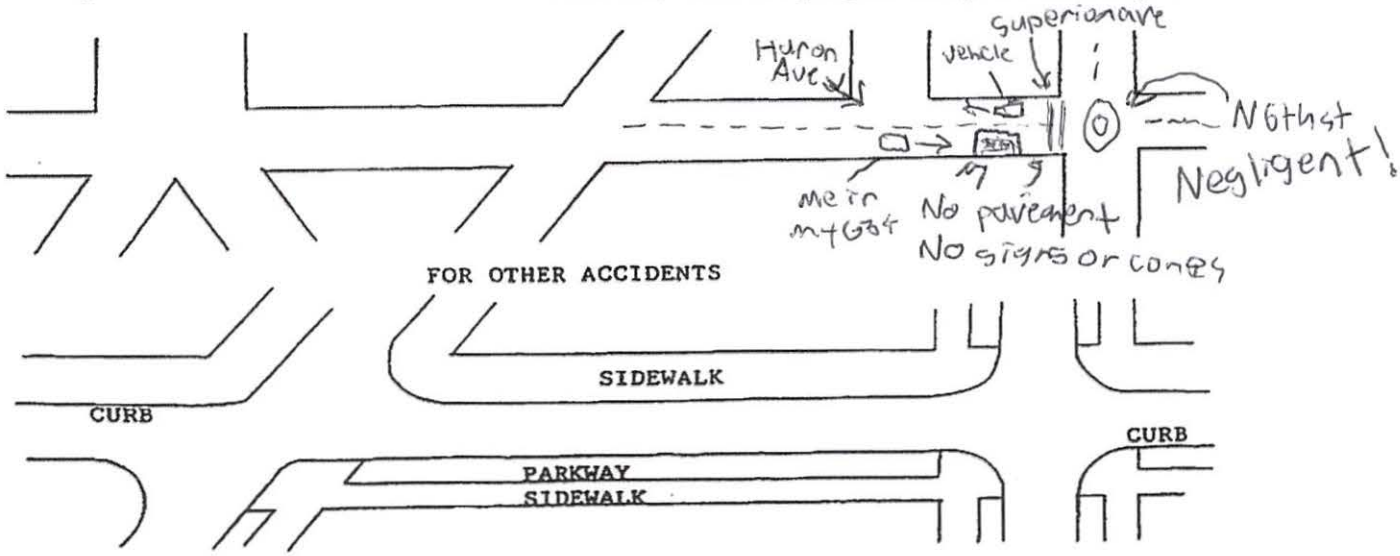
Damaged vehicle (if applicable)

Make: Infiniti Model: G35 Year: 2003 Mileage: 144,000

Names and addresses of witnesses, doctors and hospitals: Officer Meh Mcarthy.

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

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



SIGNATURE OF CLAIMANT Jacob Smith DATE 8/18/2021

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Jacob O Smith

Claimant's Address: 1918 N 9th st unit A, Sheboygan, WI

Claimant's Phone No. 920-980-3119

Auto	$ 3,145.73
Property	$ _____
Personal Injury	$ _____
Other (Specify below)	$ _____
TOTAL	$ 3,145.73

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 3,145 .73

SIGNED Jacob Smith DATE: 8/18/2021

ADDRESS: 1918 N 9th st unit A

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

SHEBOYGAN AUTO HELPERS

3667 S Taylor Dr.
Sheboygan, WI 53081
920-453-0240

WE CAN HELP WITH THAT!

Invoice #0007262 8/9/2021 3:37 pm

SMITH, JACOB

, WI -
:(920) 980-3119

2003 INFINITI G35
V6-3498 3.5L DOHC
VIN : JNKCV54E23M206143
Mileage : 1
Trans :
License : AFJ5667

Your Service Writer Today Is: MARK HAVENS Center: RETAIL

Service Requests:

Category Summary	Parts	Labor	Job Total
COMMENT & DISCLAIMER	$0.00	$0.00	$0.00
STEERING/SUSPENSION	$2,413.59	$438.16	$2,851.75
WHEEL ALIGNMENT	$0.00	$89.99	$89.99

Technician	Service Description				Parts	Labor	Job Total
	Suspension Inspection - hit pot hole					0.00	
	Remove & Replace F Steering Knuckle - Both w/ lower control arms and neew wheel bearings				2413.59	438.16	2851.75
		ROD COMPL-COMPRESSION,FR SUSPENSION	*284.23*	*1*	*284.23*		
		ROD COMPL-COMPRESSION,FR SUSPENSION	*284.23*	*1*	*284.23*		
		KNUCKLE SPINDLE-LH	*629.10*	*1*	*629.10*		
		KNUCKLE SPINDLE-RH	*629.10*	*1*	*629.10*		
		HUB ASSY-ROAD WHEEL,FRONT	*254.92*	*2*	*509.84*		
		SWAY BAR LINK/KIT	*46.92*	*1*	*46.92*		
		SWAY BAR LINK/KIT	*30.17*	*1*	*30.17*		
	Left front rim is bent, will need new rim, but will be almost impossible to match aftermarket rim.*					0.00	
	Computerized Wheel Alignment.					89.99	89.99

Repair Order Notes

Labor and parts are guaranteed for either 36 months or 36,000 miles, whichever comes first, some limitations apply. Nationwide warranty service is for warranty service outside a 25 mile radius from Sheboygan Auto Helpers.

Sheboygan Auto Helpers is owned & operated by M&C Automotive, LLC.

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

Customer Signature: _____ Date: _____

TOTAL PARTS	$2,413.59
TOTAL LABOR	$528.15
SUBLET	$0.00
SHOP SUPPLY	$39.99
SUBTOTAL	$2,981.73
OTHER FEES	$0.00
SALES TAX	$164.00
INVOICE TOTAL	**$3,145.73**
PAID	$0.00
DUE	$3,145.73

Thank you for your business!

SHEBOYGAN POLICE DEPARTMENT

Incident C21-13449

Nature: TRAFFIC CMPLNT
Location: N30

Address: N 6TH ST & HURON AVE
SHEBOYGAN WI 53081

Offense Codes: 5499
Received By: VILLA, T **How Received:** T **Agency:** SPD
Responding Officers: MCCARTHY, MIKE, MCCARTHY, MEL
Responsible Officer: MCCARTHY, MEL **Disposition:** SIT 08/07/21
When Reported: 14:00:38 08/07/21 **Occurred Between:** 14:00:38 08/07/21 and 14:02:09 08/07/21

Assigned To: **Detail:** **Date Assigned:** **/**/**
Status: **Status Date:** **/**/** **Due Date:** **/**/**

Complainant: 38230
Last: SMITH **First:** JACOB **Mid:** ORION
DOB: 03/03/00 **Dr Lic:** S530-4340-0083-06 **Address:** 1918 N 9TH ST # A
Race: W **Sex:** M **Phone:** (920)400-2226 **City:** SHEBOYGAN, WI 53081

Offense Codes

Reported: 9440 ACCIDENT/PROPERTY DAMAGE
Observed: 5499 TRAFFIC OFFENSE
Additional Offense: 5499 TRAFFIC OFFENSE

Circumstances

LT33 PUBLIC STREET/ROAD

Responding Officers:	Unit :
MCCARTHY, MIKE	283
MCCARTHY, MEL	282

Responsible Officer: MCCARTHY, MEL
Received By: VILLA, T
How Received: T TELEPHONE
When Reported: 14:00:38 08/07/21
Judicial Status:
Misc Entry:

Agency: SPD
Last Radio Log: 14:15:12 08/07/21 CMPLT
Clearance: CLR CLEARED
Disposition: SIT **Date:** 08/07/21
Occurred between: 14:00:38 08/07/21
and: 14:02:09 08/07/21

Modus Operandi: **Description :** **Method :**

Involvements

Date	Type	Description

Narrative

SHEBOYGAN CITY POLICE DEPARTMENT
INVESTIGATION NARRATIVE

8/7/21 Unit 282 Squad 8
Video: Yes (body cam)
Statements/Evidence: No
Photos: No

Contact: Jacob O Smith, 3/3/00, 1918A N 9th St, phone 980-3119

On 8/7/21 at approximately 1400 hrs, I, Officer Melanie McCarthy/282, was dispatched to the area of N 6th St and Huron Ave in regards to a possible crash. Dispatch advised that they received a call from Jacob Smith who stated that he drove over a dip in the road from some construction and there was now damage to his vehicle.

Upon arrival, contact was made with Jason. He did point out the area that he was talking about, which I was able to see when I arrived. There appeared to have been some road work done right in front of 1415 N 6th St and there was a small area of the road that was cut out and then filled in with dirt and gravel. The one corner appears to either not have been filled in as well or the gravel was possibly washed away a little from the storm the night before. There are a few inches difference in height just in the one corner from the road and the area that was worked on. Jacob stated that he didn't see it because it wasn't marked and he drove over it and now his car is making a thumping noise by his front passenger side tire. I did look at Jacob's car and I could not see any obvious damage. It should also be noted that there is not much ground clearance on Jacob's car and very little clearance between his tire and the car itself. I advised Jacob that a report would be done.

I did place a cone in that one spot just to let other drivers aware of this but as I was there speaking with Jacob a bunch of cars went past and I watched every car as they moved over slightly to avoid hitting that area. I also had no problem seeing it as I arrived. Dispatch did leave a note for DPW to make them aware of this. M McCarthy/282

II

R. O. No. _____ - 21 - 22. By CITY CLERK. September 7, 2021.

Submitting a Summons and Complaint in the matter of Washington School Apartments, LLC vs. City of Sheboygan.

FJP

_____

CITY CLERK

FILED
08-06-2021
Sheboygan County
Clerk of Circuit Court
2021CV000312
Honorable Daniel J
Borowski
Branch 5

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Washington School Apartments, LLC vs. City of Sheboygan

Electronic Filing Notice

Case No. 2021CV000312
Class Code: Money Judgment

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

PROCESS SERVER
TIME 1:15 AM/PM DATE 8/30/21
( ) PERSONAL ( ) SUBSTITUTE
( ) POSTED (X) CORPORATE

AUG 30 '21 PM 1:24

Case number 2021CV000312 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 0cc5fc

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: August 9, 2021

FILED
08-06-2021
Sheboygan County
Clerk of Circuit Court
2021CV000312
Honorable Daniel J
Borowski
Branch 5

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WASHINGTON SCHOOL APARTMENTS, LLC
A Wisconsin Limited Liability Company,
200 North Main Street,
Oregon, WI 53575,

Plaintiff,

vs.

Case No.:
Case Code No.: 30301

CITY OF SHEBOYGAN,
A Municipal Corporation,
828 Center Avenue,
Sheboygan, WI 53081,

Defendant.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is, Sheboygan County Clerk of Circuit Courts, 615 North 6th Street, Sheboygan, Wisconsin 53081 and to Rogahn Jones LLC, Plaintiff's attorney, whose address is Rogahn Jones LLC, N16 W23233 Stone Ridge Drive, Suite 270, Waukesha, Wisconsin, 53188. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 6th day of August 2021.

ROGAHN JONES LLC
Attorneys for:
Washington School Apartments, LLC
Electronically Signed By Michael Kozicz

/s/ *Michael Kozicz*

Michael S. Kozicz
WI State Bar ID No. 1094652
mkozicz@rogahnjones.com

P.O. Address:
ROGAHN JONES LLC
N16W23233 Stone Ridge Drive, Suite 270
Waukesha, WI 53188
(262) 226-9554

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Plaintiff,

vs.

Case No.:
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CITY OF SHEBOYGAN,
A Municipal Corporation,
828 Center Avenue,
Sheboygan, WI 53081,

Defendant.

EXCESSIVE ASSESSMENT COMPLAINT

Washington School Apartments, LLC (hereinafter "Washington"), by its attorneys, Rogahn Jones LLC, as its excessive assessment complaint against the City of Sheboygan (hereinafter "City") alleges as follows:

1. This action is brought pursuant to Wis. Stat. §70.47(8m) and Wis. Stat. § 74.37(3)(d) against the City for a correction of the assessor's assessment and for a refund of excessive real estate taxes imposed on Washington by the City for the year 2021, plus statutory interest, with respect to a parcel of real property in the City (hereinafter "the Property").

2. Washington is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, in the City.

4. The Property is located at 1238 Geele Avenue within the City, and is identified in the City records as Tax Parcel No. 59281719721.

5. This court has personal jurisdiction over the City pursuant to Wis. Stat. §801.05(1).

6. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. §801.50(2)(a).

7. The aggregate ratio of property assessed in the City as of January 1, 2021, has not been determined as of the date of filing.

8. For 2020, property in the City was assessed at 81.08% of its fair market value as of January 1, 2020.

9. For 2020, property tax was imposed on property in the City at the rate of $26.82 per $1,000.00 of the assessed value for property.

10. For 2021, the City's assessor set the assessment of the Property at $2,986,000.00.

11. Washington appealed the 2021 assessment of the Property by filing a timely objection with the BOR pursuant to Wis. Stat. §70.47 and otherwise complying with all of the requirements of Wis. Stat. §70.47, except 70.47(13).

12. The BOR waived the hearing of Washington's objection pursuant to Wis. Stat. §70.47(8m). A true and correct copy of the waiver of hearing for the Property is attached hereto.

13. The effect of the BOR's waiver is the disallowance of Washington's claim of excessive assessment, and maintenance of the 2021 assessment of the Property, without a hearing, at $2,986,000.00.

14. Assuming the 2021 mill rate will be essentially the same as the 2020 mill rate, the City will impose tax on the Property in the amount of $80,041.35.

15. The BOR's disallowance of Washington's claim of excessive assessment entitles Washington to appeal that disallowance to the circuit court through this action pursuant to Wis. Stat. §70.47(8m) and Wis. Stat. §74.37(3)(d).

16. The fair market value of the Property as of January 1, 2021, was no higher than $1,550,000.00.

17. Assuming the aggregate assessment ratio of 81.08%, the correct assessment of the Property for 2021 is no higher than $1,256,740.00.

18. Assuming a tax rate of $26.82 per $1,000.00 of assessed value, the correct amount of property tax on the Property for 2021 should be no higher than $33,705.77.

19. The 2021 assessment of the Property, as set by the BOR was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the 2021 property assessment was excessive in at least the amount of $1,729,260.00 and the tax imposed on the Property for 2021 was excessive in at least the amount of $46,335.58.

20. Washington is entitled to a correction of the assessment of the Property for 2021 to $1,256,740.00.

21. In the event that litigation on this matter should extend beyond the time that Washington is required to, or does, pay the 2021 tax on the Property, Washington will be entitled

to a refund of 2021 tax in the amount of $46,335.58, or such greater amount as may be determined to be due Washington, plus statutory interest.

WHEREFORE, Washington requests the following relief:

1. A determination and declaration that the assessment of the Property for 2021 should be no higher than $1,256,740.00.

2. A determination that the correct tax on the Property for 2021 should be no higher than $33,705.77.

3. Judgement in the amount $46,335.58, on the Property for 2021 or such greater amount as may be determined due to Washington, plus statutory interest.

4. An award of all litigation costs incurred by Washington in this action, including the reasonable fees of its attorneys.

5. Such other and further relief as may be appropriate.

Dated this 6th day of August 2021.

ROGAHN JONES LLC
Attorneys for:
Washington School Apartments, LLC
Electronically Signed by Michael Kozicz

/s/ *Michael Kozicz*

Michael S. Kozicz
WI State Bar ID No. 1094652
mkozicz@rogahnjones.com

P.O. Address:
ROGAHN JONES LLC
N16W23233 Stone Ridge Drive, Suite 270
Waukesha, WI 53188
(262) 226-9554

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality		County	
Sheboygan		Sheboygan	
Requestor's name		Agent name *(if applicable)* *	
Washington School Apartments LLC		Chad Zeznanski	
Requestor's mailing address		Agent's mailing address	
200 North Main Street Oregon, WI 53575		10000 Innovation Drive, Suite 250 Milwaukee, WI 53226	
Requestor's telephone number	☐ Land Line ☐ Cell Phone	Agent's telephone number	☐ Land Line ☒ Cell Phone
( ) -		(262) 225-1784	
Requestor's email address		Agent's email address	
		czeznanski@wipfli.com	

Property address	
1238 Geele Avenue	
Legal description or parcel number	
Parcel number: 59281719721	
Taxpayer's assessment as established by assessor - Value as determined due to waiving of BOR hearing	
$ 2,986,000	
Property owner's opinion of value	
$ 1,550,000	
Basis for request	
The subject property's 2021 assessed value exceeds the subject's fair market value as of January 1, 2021.	
Date Notice of Intent to Appear at BOR was given	Date Objection Form was completed and submitted
5/3/2021	5/3/2021

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

Requestor's / Agent's Signature

***If agent, attach signed Agent Authorization Form, PA-105**

Decision

☒ Approved ☐ Denied

Reason

Board of Review Chairperson's Signature

6/8/2021
Date

☒ Taxpayer advised 6·10·2021 *Date* sent via mail

PA-813 (R. 10-16)

Wisconsin Department of Revenue

III

Res. No. _____ - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
September 7, 2021.

A RESOLUTION authorizing retaining outside legal counsel to represent the City in the matter of Washington School Apartments, LLC v. City of Sheboygan, and authorizing payment for said services.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately due to the fact that Seibel Law Offices LLC needs to begin preparing an Answer in response to the Complaint.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the hiring of Attorney Amy R. Seibel of Seibel Law Offices LLC as outside legal counsel to represent the City of Sheboygan in the defense of the lawsuit filed by Washington School Apartments, LLC, Sheboygan County Circuit Court Case No. 2021CV000312.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on the Insurance Claims Administration Account No. 70511010-521900 in payment of same.

Suspend
adopt.

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 21 - 22. By Alderpersons Felde and Mitchell.
September 7, 2021

A RESOLUTION approving an amendment to the project plan of Tax Incremental District No. 18, City of Sheboygan, Wisconsin.

WHEREAS, pursuant to § 66.1105, Wis. Stats., on January 1, 2018 the City of Sheboygan created Tax Incremental Financing District No. 18 under Res No. 110-17-18; and

WHEREAS, pursuant to § 66.1105(4)(h)(2), Wis. Stats., the City of Sheboygan Plan Commission may, by resolution, adopt an amendment to a project plan of a Tax Incremental District to modify the boundaries thereof in a way that does not remove contiguity from the district. Such a modification may be made not more than four times during the district's existence; and

WHEREAS, this is the first such Territory Amendment to the Project Plan of Tax Incremental Financing District No. 18, City of Sheboygan, Wisconsin; and

WHEREAS, the City of Sheboygan Plan Commission has reviewed and approved the aforementioned Territory Amendment (attached as Exhibit B), which outlined the following:

1. The subtraction of six parcels (Parcel numbers: 59281471133, 59281471125, 59281471122, 59281471111, 59281471110, 59281471109) from the District is reasonable and the subtraction of those six parcels does not affect the plan or projects. (The legal description for the revised TID 18 boundary is attached as Exhibit A).

2. The original reasons and justifications for creating the TIF District as outlined in Res No. 110-17-18 remain valid.

3. No additional costs or projects are being proposed as result of this amendment;

and

WHEREAS, in accordance with § 66.1105, Wis. Stats., the Joint Review Board will have met to review and approve the aforementioned Territory Amendment; and

CityPlan

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, on September 14, 2021, the City of Sheboygan Plan Commission will have held a public hearing concerning the proposed Territory Amendment #1 to the Project Plan, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission will have adopted and subsequently recommended approval to the Common Council an amended Project Plan for the District, having made the findings as provided in § 66.1105(4)(g), Wis. Stats.

NOW, THEREFORE, BE IT RESOLVED:

1. The Common Council finds and declares that:

(a) The subtraction of six parcels (Parcel numbers: 59281471133, 59281471125, 59281471122, 59281471111, 59281471110, 59281471109) from the District is reasonable and the subtraction of those six parcels does not affect the plan or projects. (The legal description for the revised TID 18 boundary is attached as Exhibit A);

(b) The original reasons and justifications for creating the TIF District as outlined in Res No. 110-17-18 remain valid;

(c) No additional costs or projects are being proposed as result of this amendment;

(d) There are no additional improvements as a result of this amendment; and

(e) The Project Plan is feasible and in conformity with the master plan of the City.

2. The boundaries of the District named "Tax Incremental District No. 18, City of Sheboygan" are hereby changed so as to subtract six parcels (Parcel numbers: 59281471133, 59281471125, 59281471122, 59281471111, 59281471110, 59281471109) from the District and to provide for the revised TID 18 boundary to be described as in Exhibit A.

3. The Project Plan for "Tax Incremental District No. 18, City of Sheboygan" (attached as Exhibit A), as amended, is approved.

4. This Amendment is effective as of the date of adoption of this resolution.

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue in such form as may be prescribed, pursuant to the provisions of § 66.1105(5)(b), Wis. Stats.

BE IT FURTHER RESOLVED: That the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under § 70.45, Wis. Stats., those parcels of property which are within the District, specifying thereon the name of said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under § 70.65, Wis. Stats., pursuant to § 66.1105(5)(f), Wis. Stats.

_____

_____

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

November 30, 2017

Revision September 1, 2021

Project No. 8000-10001

City of Sheboygan TID 18 Legal Description:

Being all of the Certified Survey Map recorded as document 2067130 in Volume 29 of Certified Survey Maps on Pages 49 to 53, all of the Certified Survey Map recorded as document 1579410 in Volume 17 of Certified Survey Maps on Pages 81 to 83, all of the Certified Survey Map recorded as document 2061657 in Volume 28 of Certified Survey Maps on Pages 318-321, all of the Certified Survey Map recorded as document 2061659 in Volume 28 of Certified Survey Maps on Pages 331 to 339, all of the Certified Survey Map recorded as document 2061658 in Volume 28 of Certified Survey Maps on Pages 322 to 330, all of the Certified Survey Map recorded as document 1848155 in Volume 23 of Certified Survey Maps on Pages 258 to 259, all of the Certified Survey Map recorded as document 1803595 in Volume 22 of Certified Survey Maps on Pages 173 to 174, all of the Certified Survey Map recorded as document 1503986 in Volume 15 of Certified Survey Maps on Pages 94 to 95, all of the Certified Survey Map recorded as document 1766560 in Volume 21 of Certified Survey Maps on Pages 204 to 205, all of the Certified Survey Map recorded as document 2052767 in Volume 28 of Certified Survey Maps on Pages 209 to 211, all of the Certified Survey Map recorded as document 1872069 in Volume 24 of Certified Survey Maps on Pages 81 to 82, all of the Certified Survey Map recorded as document 1982261 in Volume 26 of Certified Survey Maps on Pages 87 to 88, all of Lots 96 through 101 of Stonebrook Crossing Addition No. 2 recorded as document 2113927 in Volume 15 of Plats on Pages 303 to 304, all of Lots 95 through 103 of Fox Meadows Addition No. 6 recorded as document 1592452 in Volume 15 of Plats on Pages 97 to 98, all of Lots 94 and 83 to 85 of Fox Meadows Addition No. 5 recorded as document 1573791 in Volume 15 of Plats on Pages 67 to 68, part of Lots 9 and 10 of Sheboygan Business Center recorded as document 1190760 in Volume 13 of Plats on Pages 207 to 210, all the documents previously referred to are recorded in the Sheboygan County Register of Deeds Office, and also including various unplatted lands, all of the above are located in part of the Northeast 1/4 and Southeast 1/4 both of the Southwest 1/4 of Section 4, part of the Northwest 1/4, Southeast 1/4, and Southwest 1/4 all of the Southeast 1/4 of Section 4, part of the Northeast 1/4 of the Northwest 1/4 of Section 9, part of the Northwest 1/4, Northeast 1/4, Southeast 1/4, and Southwest 1/4 all of the Northeast 1/4 of Section 9, part of the Northwest 1/4, Northeast 1/4, Southeast 1/4, and Southwest 1/4 all of the Southwest 1/4 of Section 9, part of the Northwest 1/4, Northeast 1/4, and Southwest 1/4 all of the Southeast 1/4 of Section 9, and part of the Northwest 1/4, Northeast 1/4, Southeast 1/4, and Southwest 1/4 all of the Northwest 1/4 of Section 16 all located in Town 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as follows:

Commencing at the Southwest corner of said Section 9, thence Easterly along the South line of said Southwest 1/4 of Section 9, a distance of 1,256 feet, more or less, to the Southerly extension of the West line of Outlot 3 of said Certified Survey Map recorded in Volume 29 on Pages 49 to 53 and the Point of Beginning for this description;
thence Northerly along said Southerly extension of the West line of Outlot 3, a distance of 33 feet, more or less, to the North Right of Way line of Stahl Road and the Southwest corner of said Outlot 3;
thence Northerly along the West line of said Outlot 3, a distance of 661 feet, more or less, to the Northwest corner of said Outlot 3 and the South line of Outlot 2 of said Certified Survey Map recorded in Volume 29 on Pages 49 to 53;
thence Westerly along said South line of Outlot 2 and the South line of Lot 3 of said Certified Survey Map recorded in Volume 17 on Pages 81 to 83, a distance of 871 feet, more or less, to the Southwest

corner of said Lot 3 of a Certified Survey Map recorded in Volume 17 on Pages 81 to 83 and the Easterly Right of Way line of Racetrack Road;
thence Northerly along said Easterly Right of Way line of Racetrack Road, the West line of said Lot 3 of a Certified Survey Map recorded in Volume 17 on Pages 81 to 83, and the West lines of Lots 2 and 1 of said Certified Survey Map recorded in Volume 17 on Pages 81 to 83, a distance of 663 feet, more or less, to the Northwest corner of said Lot 1 of a Certified Survey Map recorded in Volume 17 on Pages 81 to 83;
thence Easterly along the North line of said Lot 1 of a Certified Survey Map recorded in Volume 17 on Pages 81 to 83, a distance of 653 feet, more or less, to the Northeast corner of said Lot 1 of a Certified Survey Map recorded in Volume 17 on Pages 81 to 83, the Northwest corner of said Outlot 2 of a Certified Survey Map recorded in Volume 29 on Pages 49 to 53, and the Southwest corner of Outlot 1 of said Certified Survey Map recorded in Volume 29 on Pages 49 to 53;
thence Northerly along the West line of said Outlot 1 of a Certified Survey Map recorded in Volume 29 on Pages 49 to 53, a distance of 592 feet, more or less, to the Northwest corner of said Outlot 1 of a Certified Survey Map recorded in Volume 29 on Pages 49 to 53;
thence Easterly along the North line of said Outlot 1 of a Certified Survey Map recorded in Volume 29 on Pages 49 to 53 and the North line of Lot 1 of said Certified Survey Map recorded in Volume 28 on Pages 322 to 330, a distance of 501 feet, more or less, to the West line of said Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 322 to 330;
thence Northerly along the West line of said Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 322 to 330, a distance of 390 feet, more or less, to the Northwest corner of said Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 322 to 330;
thence Easterly along the North line of said Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 322 to 330, a distance of 1,590 feet, more or less, to the Northeast corner of said Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 322 to 330 and the Westerly Right of Way line of South Business Drive;
thence Easterly along the Easterly extension of said North line of Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 322 to 330 across the Right of Way of said South Business Drive, a distance of 68 feet, more or less, to the Easterly Right of Way line of said South Business Drive and the West line of said Lot 99 of Stonebrook Crossing Addition No. 2;
thence Northerly along said Easterly Right of Way line of South Business Drive and said West line of Lot 99 of Stonebrook Crossing Addition No. 2, a distance of 106 feet, more or less, to the Northwest corner of said Lot 99 of Stonebrook Crossing Addition No. 2 and the Southwest corner of the lands owned by Thomas Opgenorth (parcel ID 59030454581);
thence Easterly along the South line of said lands owned by Opgenorth (parcel ID 59030454581) and the North line of said Lots 99 and 98 of Stonebrook Crossing Addition No.2, a distance of 361 feet, more or less, to the Southeast corner of said lands owned by Opgenorth (parcel ID 59030454581) and the Northeast corner of said Lot 98 of Stonebrook Crossing Addition No. 2;
thence Northerly along the East line of the said lands owned by Opgenorth (parcel ID 59030454581), a distance of 191 feet, more or less, to the Northeast corner of said lands owned by Opgenorth (parcel ID 59030454581);
thence Westerly along the North line of said lands owned by Opgenorth (parcel ID 59030454581), a distance of 343 feet, more or less, to the Northwest corner of said lands owned by Opgenorth (parcel ID 59030454581) and said Easterly Right of Way line of South Business Drive;
thence Northerly along said Easterly Right of Way line of South Business Drive, a distance of 208 feet, more or less, to the Southwest corner of the lands owned by Irish Real Estate, LLC (parcel ID 59030454391);
thence Easterly along the South line of said lands owned by Irish Real Estate, LLC, a distance of 698 feet, more or less, to the Southwest corner of said Lot 103 of Fox Meadows Addition No. 6;
thence Northerly along the West line of said Lots 103 through 96 of Fox Meadows Addition No. 6, a distance of 783 feet, more or less, to the Northwest corner of said Lot 96 and the Southwest corner of said Lot 95 of Fox Meadows Addition No. 6;
thence Northerly along the West lines of said Lot 95 of Fox Meadows Addition No. 6 and said Lot 94 of Fox Meadows Addition No. 5, a distance of 166 feet, more or less, to the Northwest corner of said Lot 94 and the Southerly Right of Way line of Riverdale Avenue;
thence Northerly along the Northerly extension of said West line of Lot 94 across said Right of Way of Riverdale Avenue, a distance of 66 feet, more or less, to the Northerly Right of Way line of said

Riverdale Avenue and the South line of said Lot 83 of Fox Meadows Addition No. 5;
thence Westerly along said Northerly Right of Way line of Riverdale Avenue and said South line of Lot 83, a distance of 75 feet, more or less, to the point of compound curvature at the Northeast corner of said Riverdale Avenue and Victor Court;
thence Northwesterly along the West line of said Lot 83, said Northerly Right of Way line of Riverdale Avenue, the Easterly Right of Way line of said Victor Court, and the arc of a curve to the right, having a radius of 20.00 feet, a distance of 33 feet, more or less, to the point of tangency at the Northeast corner of said Riverdale Avenue and said Victor Court;
thence Northerly along said Easterly Right of Way line of Victor Court and the West line of said Lots 83 through 85 of Fox Meadows Addition No. 5, a distance of 289 feet, more or less, to the Southwest corner of said Lot 85 of Fox Meadows Addition No. 5;
thence Northerly along the West line of said Lot 85 of Fox Meadows Addition No. 5, a distance of 69 feet, more or less, to the Northwest corner of said Lot 85 of Fox Meadows Addition No. 5;
thence Southeasterly along the North line of said Lot 85 of Fox Meadows Addition No. 5, a distance of 39 feet, more or less, to an angle point in said North line of Lot 85 of Fox Meadows Addition No. 5;
thence Northeasterly along said North line of Lot 85 of Fox Meadows Addition No. 5, a distance of 31 feet, more or less, to the East line of said Northwest 1/4 of the Northeast 1/4 of Section 9 and a point 108 feet, more or less, Southwesterly of the Northeast corner of said Lot 85 of Fox Meadows Addition No. 5;
thence Northerly along said East line of the Northwest 1/4 of the Northeast 1/4 of Section 9, a distance of 395 feet, more or less, to the South line of lands owned by Thomas and Nancy A. Opgenorth (parcel ID 59030454389) and the South line of Lot 1 of a Certified Survey Map recorded as document 1335381 in Volume 10 of Certified Survey Maps on Pages 95 to 96 in said Register of Deeds Office;
thence Southeasterly along the South line of said lands owned by Thomas and Nancy A. Opgenorth and said South line of Lot 1 of a Certified Survey Map recorded in Volume 10 on Pages 95 to 96, a distance of 182 feet, more or less, to the Southeast corner of said lands owned by Thomas and Nancy A. Opgenorth and the Southeast corner of said Lot 1 of a Certified Survey Map recorded in Volume 10 on Pages 95 to 96;
thence Northeasterly along the East line of said lands owned by Thomas and Nancy A. Opgenorth and the East line of said Lot 1 of a Certified Survey Map recorded in Volume 10 on Pages 95 to 96, a distance of 248 feet, more or less, to the Northeast corner of said lands owned by Thomas and Nancy A. Opgenorth and the Northeast corner of said Lot 1 of a Certified Survey Map recorded in Volume 10 on Pages 95 to 96;
thence Northwesterly along the North line of said lands owned by Thomas and Nancy A. Opgenorth and the North line of said Lot 1 of a Certified Survey Map recorded in Volume 10 on Pages 95 to 96, a distance of 283 feet, more or less, to the Northwest corner of said lands owned by Thomas and Nancy A. Opgenorth and said Easterly Right of Way line of South Business Drive;
thence Southwesterly across said Right of Way of South Business Drive, a distance of 92 feet, more or less, to said Westerly Right of Way line of South Business Drive and the Northeast corner of lands owned by Robert D. Meyer (parcel ID 59030454387);
thence Westerly along the North line of said lands owned by Meyer, a distance of 255 feet, more or less, to the Northwest corner of said lands owned by Meyer;
thence Southwesterly along the West line of said lands owned by Meyer, a distance of 274 feet, more or less, to the Southwest corner of said lands owned by Meyer;
thence Easterly along the South line of said lands owned by Meyer, a distance of 235 feet, more or less to the Southeast corner of said lands owned by Meyer and said Westerly Right of Way line of South Business Drive;
thence Northeasterly across said Right of Way of South Business Drive, a distance of 107 feet, more or less, to said Easterly Right of Way line of South Business Drive and the Southwest corner of said lands owned by Thomas and Nancy A. Opgenorth and the South line of said Lot 1 of a Certified Survey Map recorded in Volume 10 on Pages 95 to 96;
thence Southeasterly along the South line of said lands owned by Thomas and Nancy A. Opgenorth and said South line of Lot 1 of a Certified Survey Map recorded in Volume 10 on Pages 95 to 96, a distance of 97 feet more or less, to a point on said South line of Lot 1 of a Certified Survey Map recorded in Volume 10 on Pages 95 to 96 and said South line of lands owned by Thomas and

Nancy A. Opgenorth which is at the intersection with a line 10 feet West of and parallel to said East line of the Northwest 1/4 of the Northeast 1/4 of Section 9;
thence South along said line which is 10 feet West of and parallel to the East line of the Northwest 1/4 of the Northeast 1/4 of Section 9, a distance of 393 feet, more or less;
thence Southwesterly along a line which is 10 feet Northwesterly of and parallel to the North line of said Lot 85 of Fox Meadows Addition No. 5, a distance of 20 feet, more or less;
thence Northwesterly along a line which is 10 feet North and Northeasterly of and parallel to the North line of said Lot 85 of Fox Meadows Addition No. 5 and Lot 86 of said Fox Meadows Addition No. 5, a distance of 190 feet, more or less, to said Easterly Right of Way line of South Business Drive;
thence Southwesterly across said Right of Way of South Business Drive, a distance of 154 feet, more or less, to the Southeast corner of Lot 1 of said Certified Survey Map recorded in Volume 23 on Pages 258 to 259 and said Westerly Right of Way line of South Business Drive;
thence Westerly along the South lines of said Lot 1 of a Certified Survey Map recorded in Volume 23 on Pages 258 to 259 and said Outlot 1 and Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 209 to 211, a distance of 2,155 feet, more or less, to the Southwest corner of said Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 209 to 211;
thence Northerly along the West line of said Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 209 to 211, a distance of 531 feet, more or less, to the Northwest corner of said Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 209 to 211 and the Southerly Right of Way line of Concord Drive;
thence Easterly along the North line of said Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 209 to 211 and said Southerly Right of Way line of Concord Drive, a distance of 776 feet, more or less, to the West line of said Outlot 1 of a Certified Survey Map recorded in Volume 28 on Pages 209 to 211 and the Easterly Right of Way line of Gateway Drive;
thence Northerly along the West line of said Outlot 1 of a Certified Survey Map recorded in Volume 28 on Pages 209 to 211 and said Easterly Right of Way line of Gateway Drive, a distance of 30 feet, more or less, to the North line of said Outlot 1 of a Certified Survey Map recorded in Volume 28 on Pages 209 to 211;
thence Easterly along the North line of said Outlot 1 of a Certified Survey Map recorded in Volume 28 on Pages 209 to 211, a distance of 475 feet, more or less, to the West line of said Outlot 1 of a Certified Survey Map recorded in Volume 28 on Pages 209 to 211;
thence Northerly along said West line of Outlot 1 of a Certified Survey Map recorded in Volume 28 on Pages 209 to 211 and its Northerly extension, a distance of 577 feet, more or less, to the centerline of Weeden Creek Road;
thence Northwesterly across the Right of Way of said Weeden Creek Road, a distance of 101 feet, more or less, to the Southwest corner of Lot 1 of said Certified Survey Map recorded in Volume 24 on Pages 81 to 82 and the Northerly Right of Way line of said Weeden Creek Road;
thence Northerly along the West line of said Lot 1 of a Certified Survey Map recorded in Volume 24 on Pages 81 to 82, a distance of 230 feet, more or less, to a jog in said West line of Lot 1 of a Certified Survey Map recorded in Volume 24 on Pages 81 to 82;
thence Easterly along said jog, a distance of 25 feet, more or less, to the West lines of said Lot 1 and Lot 2 of said Certified Survey Map recorded in Volume 24 on Pages 81 to 82;
thence Northerly along said West lines of Lots 1 and 2 of a Certified Survey Map recorded in Volume 24 on pages 81 to 82, a distance of 249 feet, more or less, to the Northwest corner of said Lot 2 of a Certified Survey Map recorded in Volume 24 on Pages 81 to 82 and the Southerly Right of Way line of Tower Drive;
thence Easterly along the North line of said Lot 2 of a Certified Survey Map recorded in Volume 24 on Pages 81 to 82 and said Southerly Right of Way line of Tower Drive, a distance of 209 feet, more or less, to the Southerly extension of the West line of Lot 1 of said Certified Survey Map recorded in Volume 26 on Pages 87 to 88;
thence Northerly along said Southerly extension of the West line of Lot 1 of a Certified Survey Map recorded in Volume 26 on Pages 87 to 88 and said West line of Lot 1 of a Certified Survey Map recorded in Volume 26 on Pages 87 to 88, a distance of 576 feet, more or less, to the Northwest corner of said Lot 1 of a Certified Survey Map recorded in Volume 26 on Pages 87 to 88 and the Northeast corner of Lot 9D of a Certified Survey Map recorded as document 1571381 in Volume 17

of Certified Survey Maps on Pages 1 to 2 in said Register of Deeds Office;
thence Southwesterly along the North line of said Lot 9D, a distance of 390 feet, more or less, to the Southeast corner of lands owned by Gosse Investments, LLC (parcel ID 59281479082);
thence Northerly along the East line of said lands owned by Gosse Investments, LLC, a distance of 349 feet, more or less, to the Northeast corner of said lands owned by Gosse Investments, LLC and the Southeasterly Right of Way line of Behrens Parkway;
thence Northeasterly along said Southeasterly Right of Way line of Behrens Parkway and the Northwest line of lands owned by Torginol, Inc (parcel ID 59281479085), a distance of 627 feet, more or less, to the North corner of said lands owned by Torginol, Inc (parcel ID 59281479085);
thence Southeasterly along the Northeast line of said lands owned by Torginol, Inc (parcel ID 59281479085), a distance of 275 feet, more or less, to the Northeast corner of said lands owned by Torginol, Inc (parcel ID 59281479085) and the Northwest corner of lands owned by Torginol, Inc (parcel ID 59281479081);
thence Easterly along the North line of said lands owned by Torginol, Inc (parcel ID 59281479081), a distance of 540 feet, more or less, to the Northeast corner of said lands owned by Torginol, Inc (parcel ID 59281479081) and the Westerly Right of Way line of said Tower Drive;
thence South and Southwesterly along West and Northwesterly Right of Way line of said Tower Drive and the East and Southeasterly line of said lands owned by Torginol, Inc (parcel ID 59281479081), a distance of 903 feet, more or less, to a point 80 feet Northwesterly of, and perpendicular to, the Southwest corner of Lot 1 of a Certified Survey Map recorded as document 1852731 in Volume 23 of Certified Survey Maps on Pages 287 to 288 in said Register of Deeds Office;
thence Southeasterly and perpendicular, a distance of 80 feet, more or less, to the Southeasterly Right of Way line of said Tower Drive and said Southwest corner of Lot 1 of a Certified Survey Map recorded in Volume 23 on Pages 287 to 288;
thence Easterly along the South line of said Lot 1 of a Certified Survey Map recorded in Volume 23 on Pages 287 to 288, a distance of 586 feet, more or less, to said Westerly Right of Way line of South Business Drive;
thence Southerly along said Westerly Right of Way line of South Business Drive and the East line of lands owned by the City of Sheboygan (parcel ID 59281479103), a distance of 715 feet, more or less, to said Northerly Right of Way line of Weeden Creek Road and the Southeast corner of said lands owned by the City of Sheboygan (parcel ID 59281479103);
thence Westerly along said Northerly Right of Way line of Weeden Creek Road and the South line of said lands owned by the City of Sheboygan (parcel ID 59281479103), a distance of 658 feet, more or less, to an angle point in said Northerly Right of Way line of Weeden Creek Road;
thence Southerly across said Right of Way of Weeden Creek Road, a distance of 105 feet, more or less, to the Southerly Right of Way line of said Weeden Creek Road and North line of said Lot 1 of a Certified Survey Map recorded in Volume 21 on Pages 204 to 205 said point of intersection being 61 feet, more or less, Easterly of the Northwest corner of said Lot 1 of a Certified Survey Map recorded in Volume 21 on Pages 204 to 205;
thence Easterly along said North line of Lot 1 of a Certified Survey Map recorded in Volume 21 on Pages 204 to 205 and the North line of said Lot 1 of a Certified Survey Map recorded in Volume 15 on Pages 94 to 95, a distance of 348 feet, more or less, to the Northeast corner of said Lot 1 of a Certified Survey Map recorded in Volume 15 on Pages 94 to 95 and the West line lands owned by Final Quest LLC (parcel ID 59281470959);
thence Northerly along said Southery Right of Way line of Weeden Creek Road and said West line of lands owned by Final Quest LLC, a distance of 12 feet, more or less, to the Northeast corner of said lands owned by Final Quest LLC;
thence Easterly along said Southerly Right of Way line of Weeden Creek Road and said North line of lands owned by Final Quest LLC, a distance of 221 feet, more or less, to the Northeast corner of said lands owned by Final Quest LLC and said Westerly Right of Way line of South Business Drive;
thence Southeasterly along the Northeast line of said lands owned by Final Quest LLC and its Southeasterly extension, a distance of 132 feet, more or less, to the centerline of said South Business Drive;
thence Southeasterly and perpendicular, a distance of 42 feet, more or less, to said Easterly Right of Way line of South Business Drive and the West line of lands owned by Amanda Lane Apartments,

LLC (parcel ID 59281471012);

thence Northerly along said Easterly Right of Way line of South Business Drive and said West line of lands owned by Amanda Lane Apartments, LLC, a distance of 39 feet, more or less, to the Westerly Northwest corner of said lands owned by Amanda Lane Apartments, LLC;
thence Northeasterly along said Easterly Right of Way line of South Business Drive and the Northwest line of said lands owned by Amanda Lane Apartments, LLC, a distance of 98 feet, more or less, to said Southerly Right of Way line of Weeden Creek Road and the Easterly Northwest corner of said lands owned by Amanda Lane Apartments, LLC;
thence Easterly along said Southerly Right of Way line of Weeden Creek Road and the North line of said lands owned by Amanda Lane Apartments, LLC, a distance of 523 feet, more or less, to the Northeast corner of said lands owned by Amanda Lane Apartments, LLC and the Northwest corner of Fox Grove Lot 8 Condominium as recorded as document 1860985 in Volume 14 of Plats on Page 369 in said Register of Deeds Office;
thence Southerly along the East line of said lands owned by Amanda Lane Apartments, LLC, the West line of said Fox Grove Lot 8 Condominium, and the West line of Lot 9 of Fox Grove subdivision as recorded as document 1448671 in Volume 14 of Plats on Pages 131 to 132 in said Register of Deeds Office, a distance of 212 feet, more or less, to the Southwest corner of said Lot 9 and North corner of Lot 10 of said Fox Grove subdivision;
thence Southwesterly along the East line of said lands owned by Amanda Lane Apartments, LLC and the Northwest line of said Lot 10 of Fox Grove subdivision, a distance of 60 feet, more or less, to the West corner of said Lot 10 of Fox Grove subdivision;
thence Southeasterly along the East line of said lands owned by Amanda Lane Apartments, LLC and the Southwest line of said Lot 10 of Fox Grove subdivision, a distance of 150 feet more or less, to the South corner of said Lot 10 of Fox Grove subdivision and the Westerly Right of Way line of Fox Grove Road;
thence Westerly and Southerly counterclockwise around the Fox Grove Road cul-de-sac Right of Way line as dedicated on a Certified Survey Map recorded as document 1478945 in Volume 14 of Certified Survey Maps on Pages 91 to 93 in said Register of Deeds Office and along the East line of said lands owned by Amanda Lane Apartments, LLC, a distance of 179 feet, more or less, to the Northwest corner of Tract 2 of said Certified Survey Map recorded in Volume 14 on Pages 91 to 93;
thence Southwesterly along the East line of said lands owned by Amanda Lane Apartments, LLC and the Northwest line of said Tract 2, a distance of 100 feet, more or less, to the West corner of said Tract 2;
thence Southerly along the East line of said lands owned by Amanda Lane Apartments, LLC and the West line of said Tract 2, a distance of 95 feet, more or less, to the Southeast corner of said lands owned by Amanda Lane Apartments, LLC, the Southwest corner of said Tract 2, and the North line of lands owned by the City of Sheboygan (parcel ID 59281471015);
thence Easterly along the South line of said Tract 2 and said North line of lands owned by the City of Sheboygan (parcel ID 59281471015), a distance of 155 feet, more or less, to the Southeast corner of said Tract 2;
thence Northeasterly along the Southeast line of said Tract 2 and said North line of lands owned by the City of Sheboygan (parcel ID 59281471015), a distance of 56 feet, more or less, to the East corner of said Tract 2 and the Southwest corner of Fox Grove Seven Condominium recorded as document 1544021 in Volume 13 of Plats on Pages 264 to 265 in said Register of Deeds Office;
thence Northeasterly along the South line of said Fox Grove Seven Condominium, the South line of Fox Grove Six Condominium recorded as document 1513019 in Volume 13 of Plats on Page 211 in said Register of Deeds Office, and said North line of lands owned by the City of Sheboygan (parcel ID 59281471015), a distance of 258 feet, more or less, to the Southeast corner of said Fox Grove Six Condominium;
thence Northerly along the East line of said Fox Grove Six Condominium, the East line of Pond View Condominium recorded as document 1856809 in Volume 14 of Plats on Page 360 in said Register of Deeds Office, the East line of Fox Grove 4 Condominium recorded as document 1713060 in Volume 13 of Plats on Page 546 in said Register of Deeds Office, and the West line of said lands owned by the City of Sheboygan (parcel ID 59281471015), a distance of 334 feet, more or less, to the Southwest corner of Lot 2 of said Fox Grove subdivision;

thence Easterly along the South lines of Lot 2 and Lot 1 of said Fox Grove subdivision and the North line of said lands owned by the City of Sheboygan (parcel ID 59281471015), a distance of 293 feet, more or less, to the Southeast corner of said Lot 1 of Fox Grove subdivision and the Westerly Right of Way line of Moenning Road;
thence Southerly along said Westerly Right of Way line of Moenning Road and the East line of said lands owned by the City of Sheboygan (parcel ID 59281471015), a distance of 324 feet, more or less, to the North line of lands owned by Maryann Linger (parcel IDs 59030454340 and 59281471014);
thence Westerly along the North line of said lands owned by Maryann Linger and the South line of said lands owned by the City of Sheboygan (parcel ID 59281471015), a distance of 147 feet, more or less, to the Northwest corner of said lands owned by Maryann Linger;
thence Southerly along the West line of said lands owned by Maryann Linger and the East line of said lands owned by the City of Sheboygan (parcel ID 59281471015), a distance of 152 feet, more or less, to the Southwest corner of said lands owned by Maryann Linger and the North line of Tract "A" of a Certified Survey Map recorded as document 1001856 in Volume 3 of Certified Survey Maps on Pages 165 to 166 in said Register of Deeds Office;
thence Westerly along said North line of Tract "A", the North lines of Lots 12 and 13 of Fox Meadows Addition No. 1 recorded as document 1424608 in Volume 14 of Plats on Page 99 in said Register of Deeds Office, and the South line of said lands owned by the City of Sheboygan (parcel ID 59281471015), a distance of 209 feet, more or less, to an angle point in the North line of said Lot 13;
thence Southwesterly along the Northwest lines of Lots 13, 14, and 15 of said Fox Meadows Addition No. 1 and the Southeast line of said lands owned by the City of Sheboygan (parcel ID 59281471015), a distance of 296 feet, more or less, to the Northwest corner of said Lot 15 and the Northeast corner of Lot 16 of said Fox Meadows Addition No. 1;
thence Westerly along the North line of said Lot 16, the North lines of Lots 76 and 77 of Fox Meadows Addition No. 4 recorded as document 1539429 in Volume 15 of Plats on Pages 36 to 37, and the South line of said lands owned by the City of Sheboygan (parcel ID 59281471015), a distance of 286 feet, more or less, to the North corner of said Lot 77;
thence Westerly along the North lines of Lots 77 and 78 of said Fox Meadows Addition No. 4 and the South line of said lands owned by the City of Sheboygan (parcel ID 59281471015), a distance of 95 feet, more or less, to the Northwest corner of said Lot 78;
thence Southwesterly along the Northwest lines of Lots 78 and 79 of said Fox Meadows Addition No. 4 and the Southeast line of said lands owned by the City of Sheboygan (parcel ID 59281471015), a distance of 179 feet, more or less, to an angle point in the Northwest line of said Lot 79;
thence Southwesterly along the Northwest lines of Lots 79 and 80 of said Fox Meadows Addition No. 4 and the Southeast line of said lands owned by the City of Sheboygan (parcel ID 59281471015), a distance of 80 feet, more or less, to the Northwest corner of said Lot 80 and the Northeast corner of said Lot 85 of Fox Meadows Addition No. 5;
thence Southerly along the East lines of said Lots 85, 84, and 83 of Fox Meadows Addition No. 5, a distance of 331 feet, more or less, to the Southeast corner of said Lot 83 and said Northerly Right of Way line of Riverdale Avenue;
thence Southeasterly across said Right of Way of Riverdale Avenue, a distance of 67 feet, more or less, to the point of reverse curvature on the North line of Lot 94 of said Fox Meadows Addition No. 5 and the Southerly Right of Way line of said Riverdale Avenue;
thence Southeasterly along the East line of said Lot 94, said Southerly Right of Way line of Riverdale Avenue, the Westerly Right of Way line of White Fox Drive, and the arc of a curve to the right, having a radius of 30.00 feet, a distance of 48 feet, more or less, to the point of compound curvature at the Southwest corner of said Riverdale Avenue and said White Fox Drive;
thence Southerly along said East line of Lot 94 of Fox Meadows Addition No. 5, the East lines of Lots 95 through 103 of said Fox Meadows Addition No. 6, and the Westerly Right of Way line of said White Fox Drive, a distance of 871 feet, more or less, to the East corner of said Lot 103 and the Northwest corner of Lot 104 of said Fox Meadows Addition No. 6;
thence Southwesterly along the Southeast line of said Lot 103 and the Northwest line of said Lot 104, a distance of 154 feet, more or less, to the Southeast corner of said Lot 103 and Southwest corner of said Lot 104;

thence Easterly along the South lines of Lots 104, 105, and 106 of said Fox Meadows Addition No. 6, a distance of 303 feet, more or less, to the Northwest corner of Lot 6 of Stonebrook Crossing recorded as document 1896949 in Volume 15 of Plats on Pages 273 to 274 in said Register of Deeds Office;
thence Southeasterly along the Southwest lines of Lots 6, 7, and 8 of said Stonebrook Crossing and the West line of Outlot 1 of a Certified Survey Map recorded as document 1897215 in Volume 24 of Certified Survey Maps on Pages 214 to 216 in said Register of Deeds Office, a distance of 552 feet, more or less, to the East line of lands owned by Stonebrook Crossing LLC (parcel ID 59281471032);
thence Southerly along the East line of said lands owned by Stonebrook Crossing LLC (parcel ID 59281471032), a distance of 291 feet, more or less, to the North line of Lot 65 of Stonebrook Crossing Addition No. 1 as recorded as document 2104946 in Volume 15 of Plats on Pages 301 to 302 in said Register of Deeds Office;
thence Southwesterly along the North line of said Lot 65, a distance of 3 feet, more or less, to the Northwest corner of said Lot 65 and the Easterly Right of Way line of Rim Rock Road (East dedication);
thence Southwesterly across said Right of Way of Rim Rock Road (East dedication), a distance of 66 feet, more or less, to the Westerly Right of Way line of said Rim Rock Road (East dedication) and the Northeast corner of Lot 66 of said Stonebrook Crossing Addition No. 1;
thence Southwesterly along the North line of said Lot 66, a distance of 102 feet, more or less, to the South line of said lands owned by Stonebrook Crossing LLC (parcel ID 59281471032);
thence Westerly along said South line of lands owned by Stonebrook Crossing LLC (parcel ID 59281471032), a distance of 29 feet, more or less, to the East line of Lot 67 of said Stonebrook Crossing Addition No. 1;
thence Northwesterly along the East lines of said Lot 67, a distance of 162 feet, more or less, to the Northeast corner of said Lot 67;
thence Southwesterly along the Northwest lines of said Lot 67 and Lot 68 of said Stonebrook Crossing Addition No. 1, a distance of 169 feet, more or less, to an angle point in the Northwest line of said Lot 68;
thence Southwesterly along the Northwest line of said Lot 68, a distance of 41 feet, more or less, to the South line of said lands owned by Stonebrook Crossing LLC (parcel ID 59281471032);
thence Westerly along the South line of said lands owned by Stonebrook Crossing LLC (parcel ID 59281471032), a distance of 680 feet, more or less, to the North line of Lot 92 of said Stonebrook Crossing Addition No. 2;
thence Northwesterly along the North line of said Lot 92, a distance of 107 feet, more or less, to the Northwest corner of said Lot 92 and the East line of Lot 96 of said Stonebrook Crossing Addition No. 2;
thence Southerly along said East line of Lot 96 of said Stonebrook Crossing Addition No. 2, a distance of 10 feet, more or less, to the Southeast corner of said Lot 96 and the Northeast corner of Lot 95 both of said Stonebrook Crossing Addition No. 2;
thence Westerly along the South line of said Lot 96 and the North line of said Lot 95 both of said Stonebrook Crossing Addition No. 2, a distance of 153 feet, more or less, to the Southwest corner of said Lot 96 and Northwest corner of said Lot 95 both of said Stonebrook Crossing Addition No. 2 and the Easterly Right of Way line of Boulder Place;
thence Westerly across said Right of Way of Boulder Place, a distance of 69 feet, more or less, to the Westerly Right of Way line of said Boulder Place and the Southeast corner of Lot 101 and the Northeast corner of Lot 102 both of said Stonebrook Crossing Addition No. 2;
thence Westerly along the South line of said Lot 101 and the North line of said Lot 102 both of said Stonebrook Crossing Addition No. 2, a distance of 197 feet, more or less, to the Southwest corner of said Lot 101 and Northwest corner of said Lot 102 both of Stonebrook Crossing Addition No. 2 and said Easterly Right of Way line of South Business Drive;
thence Southwesterly along said Easterly Right of Way line of South Business Drive, the West line of said Lot 102 and the West line of Lot 103 both of said Stonebrook Crossing Addition No. 2, the West lines of Lots 14, 28, and 29 of said Stonebrook Crossing Addition No. 1, and across the Right of Way of Stonebrook Drive, a distance of 809 feet, more or less, to the Southwest corner of said Lot 29 and the Southwest corner of said Stonebrook Crossing Addition No. 1;
thence Westerly along the Westerly extension of the South line of said Lot 29 and South line of said

Stonebrook Crossing Addition No. 1, a distance of 34 feet, more or less, to the centerline of said South Business Drive;
thence Southwesterly along said centerline of South Business Drive, a distance of 121 feet, more or less, to the Easterly extension of the North line of lands owned by Loretta A. Gilbertson (parcel ID 59030454541);
thence Westerly along said Easterly extension of the North line of lands owned by Gilbertson, a distance of 33 feet, more or less, to said Westerly Right of Way line of South Business Drive, the Northeast corner of said lands owned Gilbertson, and an angle point in the East line of Lot 3 of said Certified Survey Map recorded in Volume 28 on Pages 322 to 330;
thence Westerly along the North line of said lands owned by Gilbertson and said East line of Lot 3 of a Certified Survey Map recorded in Volume 28 on Pages 322 to 330, a distance of 567 feet, more or less, to the Northwest corner of said lands owned by Gilbertson and an angle point in said East line of Lot 3 of a Certified Survey Map recorded in Volume 28 on Pages 322 to 330;
thence Southerly along the West line of said lands owned by Gilbertson and said East line of Lot 3 of a Certified Survey Map recorded in Volume 28 on Pages 322 to 330, a distance of 571 feet, more or less, to the Southwest corner of said lands owned by Gilbertson and an angle point in said East line of Lot 3 of a Certified Survey Map recorded in Volume 28 on Pages 322 to 330;
thence Easterly along the South line of said lands owned by Gilbertson and said East line of Lot 3 of a Certified Survey Map recorded in Volume 28 on Pages 322 to 330, a distance of 458 feet, more or less, to the Southeast corner of said lands owned by Gilbertson, an angle point in said East line of Lot 3 of a Certified Survey Map recorded in Volume 28 on Pages 322 to 330, and said Westerly Right of Way line of South Business Drive;
thence Southerly along said Westerly Right of Way line of South Business Drive and said East line of Lot 3 of a Certified Survey Map recorded in Volume 28 on Pages 322 to 330, a distance of 640 feet, more or less, to the Northerly Right of Way line of Stahl Road and the Southeast corner of said Lot 3 of a Certified Survey Map recorded in Volume 28 on Pages 322 to 330;
thence Westerly along said Northerly Right of Way line of Stahl Road and South line of said Lot 3 of a Certified Survey Map recorded in Volume 28 on Pages 322 to 330, a distance of 171 feet, more or less, to the Point of Beginning for said Certified Survey Map recorded in Volume 28 on Pages 322 to 330;
thence Southerly and perpendicular, a distance of 33 feet, more or less, to said South line of the Southwest 1/4 of Section 9, the centerline of said Stahl Road, and the North line of lands owned by Sandra L. Wright (parcel ID 59030458971);
thence Westerly along said South line of the Southwest 1/4 of Section 9, said centerline of Stahl Road, and said North line of lands owned by Wright, a distance of 60 feet, more or less, to the Northwest corner of said lands owned by Wright;
thence Southerly along said West line of lands owned by Wright, a distance of 50 feet, more or less, to the Southerly Right of Way line of said Stahl Road and the Northeast corner of Lot 2 of said Certified Survey Map recorded in Volume 28 on Pages 331 to 339;
thence Southerly along said West line of lands owned by Wright and the East line of said Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339, a distance of 324 feet, more or less, to the Southwest corner of said lands owned by Wright and an angle point in said East line of Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339;
thence Easterly along the South line of said lands owned by Wright and said East line of Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339, a distance of 181 feet, more or less, to the Southeast corner of said lands owned by Wright, an angle point in said East line of Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339, and said Westerly Right of Way line of South Business Drive;
thence Southerly along said East line of Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339 and said Westerly Right of Way line of South Business Drive, a distance of 737 feet, more or less, to the North line of lands owned by Little Owls Child Care Center, LLC (parcel ID 59030458970) and an angle point in said East line of Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339;
thence Westerly along said North line of lands owned by Little Owls Child Care Center, LLC and said East line of Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339, a distance of 227 feet, more or less, to the Northwest corner of said lands owned by Little Owls Child Care

Center, LLC and an angle point in said East line of Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339;
thence Southerly along the West line of said lands owned by Little Owls Child Care Center, LLC and said East line of Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339, a distance of 200 feet, more or less, to the Southwest corner of said lands owned by Little Owls Child Care Center, LLC and an angle point in said East line of Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339;
thence Easterly along the South line of said lands owned by Little Owls Child Care Center, LLC and said East line of Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339, a distance of 106 feet, more or less, to the Northwest corner of lands owned by Jason E. and Kelly R. Spradau (parcel ID 59030458960) and an angle point in said East line of Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339;
thence Southerly along the West line of said lands owned by Spradau and said East line of Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339, a distance of 154 feet, more or less, to the Southwest corner of said lands owned by Spradau and an angle point in said East line of Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339;
thence Easterly along the South line of said lands owned by Spradau and said East line of Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339, a distance of 123 feet, more or less, to said Westerly Right of Way line of South Business Drive and an angle point in said East line of Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339;
thence Southerly along said Westerly Right of Way line of South Business Drive and said East line of Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339, a distance of 291 feet, more or less, to the Northerly Right of Way line of Sunset Road and the Southeast corner of said Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339;
thence Westerly along said Northerly Right of Way line of Sunset Road and the South line of said Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339, a distance of 152 feet, more or less, to the Northerly Right of Way line of Sunset Road as originally dedicated by David D. and Eleanor DeMaster to the Town of Wilson on a Warranty Deed recorded as document 905606 in said Register of Deeds Office and an angle point in said South line of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339;
thence Southerly across said Right of Way of Sunset Road, a distance of 66 feet, more or less, to the Southerly Right of Way line of said Sunset Road as originally dedicated by said DeMasters and an angle point in the North line of Lot 2 of said Certified Survey Map recorded in Volume 28 on Pages 318 to 321;
thence Easterly along said Southerly Right of Way line of Sunset Road and said North line of Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 318 to 321, a distance of 101 feet, more or less, to said Westerly Right of Way line of South Business Drive and the Northeast corner of said Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 318 to 321;
thence Southerly along said Westerly Right of Way line of South Business Drive and the East line of said Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 318 to 321, a distance of 215 feet, more or less to the Southeast corner of said Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 318 to 321;
thence Westerly along the South line of said Lot 2 of a Certified Survey Map recorded in Volume 28 on Pages 318 to 321 and the South line of Lot 1 of said Certified Survey Map recorded in Volume 28 on Pages 318 to 321, a distance of 1381 feet, more or less, to the Southwest corner of said Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 318 to 321;
thence Northerly along the West line of said Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 318 to 321, the Easterly Right of Way line of said Sunset Road, and the Northerly extension of each, a distance of 320 feet, more or less, to the South line of Lot 1 of said Certified Survey Map recorded in Volume 28 on Pages 331 to 339 and said Northerly Right of Way line of Sunset Road;
thence Westerly along said South line of Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339 and said Northerly Right of Way line of Sunset Road as originally dedicated by DeMasters, a distance of 67 feet, more or less, to the Southwest corner of said Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339 and the Easterly Right of Way line of Interstate "43";

thence Northerly along the West line of said Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 331 to 339 and said Easterly Right of Way line of Interstate "43", a distance of 1,629 feet, more or less, to the Northwest corner of said Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 331-339 and said Southerly Right of Way line of Stahl Road;
thence Easterly along the North line of said Lot 1 of a Certified Survey Map recorded in Volume 28 on Pages 331-339 and said Southerly Right of Way line of Stahl Road, a distance of 967 feet, more or less, to said Southerly extension of the West line of Outlot 3 of a Certified Survey Map recorded in Volume 29 on Pages 49 to 53;
thence Northerly along said Southerly extension of the West line of Outlot 3 of a Certified Survey Map recorded in Volume 29 on Pages 49 to 53, a distance of 50 feet, more or less, to said South line of the Southwest 1/4 of Section 9 and the Point of Beginning.

The land described above contains 296.251 acres (12,904,699 square feet) of land, more or less.

End of Description.

EXHIBIT B

CITY OF SHEBOYGAN, WISCONSIN

Territory Amendment No. 1 to
Tax Incremental District No. 18

Joint Review Board Organizational Meeting Held: **September 14, 2021**

Public Hearing Held: **September 14, 2021**

Adopted by Plan Commission: **September 14, 2021**

Adopted by City Council: **September 20, 2021**

Anticipated to be Considered for Approval by Joint Review Board: **September 23, 2021**

September 2021

Tax Incremental District No. 18
Territory Amendment #1

City of Sheboygan Officials

Common Council

Ryan Sorenson	Mayor
Barbara Felde	Alderperson
Roberta Filicky-Peneski	Alderperson
Amanda Salazar	Alderperson
Betty Ackley	Alderperson
Markus Savaglio	Alderperson
Dean Dekker	Alderperson
Grazia Perrella	Alderperson
Leslie Laster	Alderperson
Trey Mitchell	Alderperson
Jim Bohren	Alderperson

City Staff

Todd Wolf	City Administrator
Chad Pelishek	Dir. of Planning & Development
Steven Sokolowski	Manager of Planning & Zoning
Charles Adams	City Attorney
Meredith DeBruin	City Clerk
Kaitlyn Krueger	Finance Director/Treasurer

Plan Commission

Ryan Sorenson, Chair
Ald. Trey Mitchell
Marilyn Montemayor
David Hoffman
Gerald Jones
John Motiska
Ryan Sazama, City Engineer

Chad Pelishek, Ex-officio

Joint Review Board

Ryan Sorenson, Chair	City Representative
Mark Boehlke	Sheboygan Area School District
Roy Kluss	Lakeshore Technical College
Roger TeStrote	Sheboygan County
Roberta Filicky-Peneski	Citizen Member

EXECUTIVE SUMMARY

DESCRIPTION OF ORIGINAL DISTRICT AND PROPOSED TERRITORY AMENDMENT #1

Original District Purpose - Tax Incremental District ("TID") No. 18 ("District") is an existing industrial district, which was created by a creation resolution of the City Council adopted on January 1, 2018

Amendments

The District has not been previously amended.

SUMMARY OF FINDINGS

As required by s.66.1105 Wis. Stats., and as documented in this Territory Amendment and the exhibits contained and referenced herein, the following findings are made:

a. The project costs will not change as a result of this amendment.

b. There are no additional improvements as a result of this amendment.

c. This Territory Amendment #1 Project Plan for the District is feasible, and is in conformity with the Comprehensive Plan of the City.

That "but for" the creation of this District, the development projected to occur as detailed in this plan would not occur in the manner, at the values or within the timeframe desired by the City. In reviewing the appropriateness of this Plan Amendment, the City and Joint Review Board must consider "whether the development is expected in the tax increment district would occur without the use of the tax incremental financing. Since the purpose of the plan amendment is solely to subtract territory, this test cannon be applied in a similar fashion. The City and Joint Review Board have concluded that the "but for test" was met with respect to the District. Accordingly, the City finds that is reasonable to conclude the "but for test" continues to be satisfied.

Not less than 50% by area of the real property within the District, as amended, is suitable for industrial sites as defined by Wis. Stats 66.1101 and has been zoned for industrial use. The industrial use of the district will not be changing under this amendment.

TYPE & GENERAL DESCRIPTION OF DISTRICT

Tax Incremental District No. 18 (the "District") is an Industrial District created on January 1, 2018 to promote industrial development in Sheboygan County. The District has not been amended prior. The proposed subtraction of territory will be the first amendment to the District. As of January 1, 2018, the District had an incremental valuation of $12,444,400.

The proposed amendment would subtract six (6) parcels from TID No. 18. The removal of the parcels is necessary maintain whole parcels within the boundaries of the tax increment district to

align to phase 1 of the Stonebrook Crossing Addition No. 1 subdivision. The removal of these parcels will not affect the 12% of equalized value test as the parcels did not exist prior to January 1, 2021.

Purpose of this Amendment

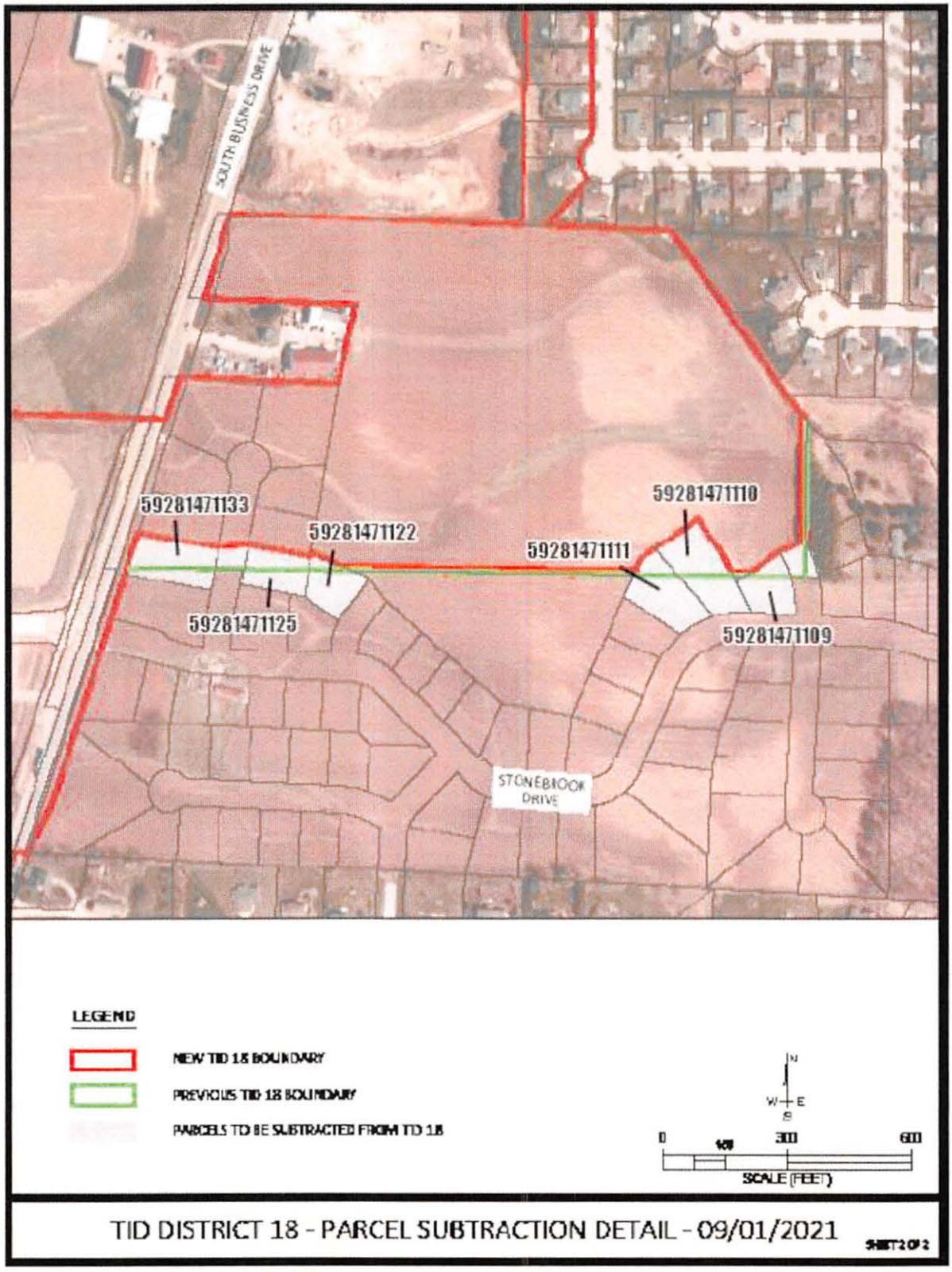
The City proposes to remove specified parcels from the District in order to align the TID boundary with the current Stonebrook Crossing Addition No. 1 final subdivision plat. The original TID boundary followed existing parcel lines and when the subdivision plat was completed the boundary split parcels making it difficult for the city assessor. Therefore, the city is proposing to remove six parcels to follow the phase 1 subdivision plat. The parcels to be removed include: 59281471133, 59281471125, 59281471122, 58281471111, 59281471110, 59281471109.

The City is required to maintain whole parcels within the boundaries of the tax increment district. The proposed boundary amendment will ensure the City complies with this requirement and allows the City to implement the development envisioned in the original project plan.

A map, located in Section 3 of this plan, identifies the Territory to be removed and its geographic relationship to the existing District's boundaries

MAP OF DISTRICT BOUNDARIES PRIOR TO AMENDMENT NO. 1

MAP OF PARCELS TO BE SUBTRACTED WITH PARCEL NUMBERS



LIST OF PARCELS WITHIN THE TERRITORY TO BE SUBTRACTED FROM THE DISTRICT & ANALYSIS

Real Estate

Parcel ID	2021 Assessed Land	2021 Assessed Improv.	Lot Size
59281471133	14,100		0.433
59281471125	14,100		0.325
59281471122	10,600		0.287
59281471111	12700		0.478
59281471110	12700		0.578
59281471109	11500		0.315
Totals	75,700		

Equalized Value Test

No territory will be added to this District. Demonstration of compliance with the equalized value test is not required for this Plan Amendment. The Plan Amendment is to subtract territory.

STATEMENT OF KIND, NUMBER AND LOCATION OF PROPOSED PUBLIC WORKS AND OTHER PROJECTS

The project costs will not change, nor are there any additional improvements as a result of this amendment. The statement of kind, number and location of proposed public works and other projects as documented in the Original Project Plan dated January 2021 remains in effect.

MAP SHOWING PROPOSED IMPROVEMENTS AND USES WITHIN THE TERRITORY REMAINING

Except for subtraction of territory, the is Plan Amendment makes no changes to the maps depicting proposed improvements and uses within the District.

DETAILED LIST OF ADDITIONAL PROJECT COSTS

The project costs will not change, nor are there any additional improvements as a result of this amendment.

ECONOMIC FEASIBILITY STUDY & A DESCRIPTION OF THE METHODS OF FINANCING AND THE TIME WHEN SUCH COSTS OR MONETARY OBLIGATIONS RELATED THERETO ARE TO BE INCURRED

Given the district was created as Industrial District and the industrial portion is not changing with amendment, no change in cash flows should be impacted by this amendment.

PLAN IMPLEMENTATION

As stated in the Original Project Plan, projects identified will provide the necessary anticipated governmental services and/or development incentives to the remaining district.

The order in which expenditures are made should be adjusted in accordance with development and execution of developer agreements, if any. The City reserves the right to alter the implementation of this plan to accomplish this objective.

IMPLEMENTATION & FINANCING TIMELINE

There are no proposed changes to the projects or projects costs identified in the Original Project Plan dated December 1991.

INCREMENT DEBT

The table below projects the debt payments, interest on advances and administrative expenses of the District.

ESTIMATE OF REMAINING DISTRICT TO BE DEVOTED TO RETAIL BUSINESS

Pursuant to Wis. Stats. 66.11005(5)(b), the City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

PROPOSED CHANGES IN ZONING ORDINANCES

The City of Sheboygan does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this Territory Amendment.

PROPOSED CHANGES IN MASTER PLAN, MAP, BUILDING CODES AND CITY OF SHEBOYGAN ORDINANCES

It is expected that this Territory Amendment will be complementary to the City's Master Plans. There are no proposed changes to the master plan, map, building codes or other City of Sheboygan's ordinances for the implementation of this Territory Amendment.

RELOCATION

Relocation is controlled by State Statutes Chapter 32 and implementing Administrative Codes. Those codes define the application of relocation laws and define "public project". The city will comply with Relocation Laws as they apply to property acquisitions.

No relocation is anticipated based on the subtraction of territory from this District.

ORDERLY DEVELOPMENT AND REDEVELOPMENT OF THE CITY OF SHEBOYGAN

Subtraction of territory from the District will have no impact on the viability of the Original District Project Plan as it relates to the orderly development and redevelopment of the City.

LIST OF ESTIMATED NON-PROJECT COSTS

The City does not expect to incur any non-Project Costs in the implementation of this Territory Amendment.

RESERVED FOR OPINION OF ATTORNEY FOR THE CITY OF SHEBOYGAN ADVISING WHETHER THE PLAN IS COMPLETE AND COMPLIES WITH WISCONSIN STATUTES, SECTION 66.1105

REVISED LEGAL DESCRIPTION TO BE INCLUDED ON THIS PAGE

III

Res. No. _____ - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski. September 7, 2021.

A RESOLUTION authorizing the appropriate City officials to execute an Engagement Letter Agreement with Baker Tilly US, LLP for Strategic Plan Consulting, authorizing the City Administrator to enter into future scope appendices with Baker Tilly, and authorizing the Finance Director to make a necessary budget adjustment and appropriation in the 2021 budget.

WHEREAS, one of the documents currently guiding the City of Sheboygan's (the "City") decision making process is its Strategic Plan; and

WHEREAS, the current Strategic Plan runs through 2021; and

WHEREAS, the City desires to obtain consulting services to assist with the development of a new strategic plan; and

WHEREAS, it is in the best interest of the City to engage Baker Tilly US, LLP ("Baker Tilly") to provide these consulting services.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into the attached Engagement Letter Agreement with Baker Tilly, including the Scope Appendix regarding Strategic Plan Consulting.

BE IT FURTHER RESOLVED: That the City Administrator is, subject to the availability of funds, authorized to enter into subsequent Scope Appendices under this Engagement Letter Agreement with Baker Tilly.

BE IT FURTHER RESOLVED: That the City Administrator is instructed to appoint an appropriate senior-level point of contact for each Scope Appendix with Baker Tilly.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for General Fund - Council - Contracted Services (Account No. 10110100-521900) by $141,277.50, which is sufficient to pay for the Strategic Plan Consulting Scope Appendix and the expenses anticipated under that Scope Appendix.

FSP
2/3

BE IT FURTHER RESOLVED: That the revenue to support this increased appropriation comes from the General Fund - Contingency Reserve (Account No. 10199020-810103).

_____

_____

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

Baker Tilly US, LLP
Ten Terrace Ct, PO Box 7398
Madison, WI 53707-7398
tel 608 249 6622
fax 608 249 8532
bakertilly.com

August 18, 2021

Ryan Sorenson
Mayor
City of Sheboygan
828 Center Avenue, Suite 300
Sheboygan, WI 53081

RE: Engagement Letter Agreement Related to Services

Dear Mayor Sorenson:

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") and its affiliates are being engaged by the City of Sheboygan, Wisconsin (the "Client") to assist the Client with advisory services.

Scope, Objectives and Approach
It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities
It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. If a representation is made to Baker Tilly which does not match Baker Tilly's observations, or which otherwise leads or should lead Baker Tilly to believe that the representation may be false, Baker Tilly shall identify the potentially false representation to an appropriate representative of the Client. If Baker Tilly does not identify the potentially false representation to an appropriate representative of the Client, Baker Tilly may have liability to the Client. The Client agrees that Baker Tilly will have no liability to the Client in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel (so long as Baker Tilly does not or should not believe that the representation may be false) and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

Unless required to complete the services and noted as a Baker Tilly responsibility on the applicable Scope Appendix, the responsibility for auditing the records of the Client rests with the Client's separately retained auditor. The work performed by Baker Tilly shall not include an audit or review

of the records or the expression of an opinion on financial data unless specified on the applicable Scope Appendix.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge"); (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non- exclusive, paid up, perpetual, royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly.

Baker Tilly shall maintain copies of its work papers and any other record created as part of any Scope Appendix between Baker Tilly and Client that could constitute a public record under Wisconsin law for at least 7 years.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder. Any judicial proceeding shall take place in Sheboygan County, Wisconsin.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within the applicable statute of limitations.

Other Matters

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or any other record or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after at least 30 days advance written notice. On termination, all fees and charges incurred prior to termination shall be paid within 30 days. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Appropriation of Funds
If funds for the continued fulfillment of any Scope Appendix are at any time not forthcoming or are insufficient, through failure of any entity – including the Client itself – to appropriate funds or otherwise, then the Client shall have the right to terminate this Agreement without penalty.

Important Disclosures
Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,

David W. Eisenlohr
Managing Director

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

	ATTEST:
Ryan Sorenson Mayor	Meredith DeBruin City Clerk
Date	Date

Attachment A
Important Disclosures

Non-Exclusive Services
Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities
Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at https://www.sec.gov/edgar/searchedgar/companysearch.html and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BMTA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

RE: Strategic Plan Consulting

DATE: August 18, 2021

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between The City of Sheboygan ("the City") and Baker Tilly US, LLP ("BT") and relates to services to be provided by BT to the City.

Scope of Work

BT will perform the following services:

Phase 1 – Define

1.1 – Mobilize the strategic planning project team
1.2 – Collect background data and materials
1.3 – Develop a stakeholder outreach and engagement plan
1.4 – Finalize and deliver the project plan and milestone schedule

Phase I Deliverables

- Initial data request memo
- Stakeholder outreach and engagement plan
- Final project plan, schedule and budget

Phase 2 – Discover

2.1 Review background materials and data
2.2 Complete internal discovery interviews and employee focus groups
2.3 Engage citizens and other stakeholders
2.4 Summarize baseline Discover phase findings

Phase 2 Deliverables

- Discover phase baseline findings summary

Phase 3 – Develop

3.1 Design a leadership team strategic planning workshop
3.2 Facilitate the leadership strategy workshop
  3.2.1 Understand and describe the current strategic context and organizational strengths, weaknesses, opportunities and threats
  3.2.2 Articulate clear statements of vision, mission and values
  3.2.3 Develop and prioritize strategic goals
  3.2.4 Identify mission-critical services and business processes
3.3 Create a City of Sheboygan strategy map
3.4 Facilitate the identification and documentation of operating objectives and initiatives
3.5 Prepare a strategy deployment roadmap
3.6 Finalize and present the strategic plan

Phase 3 Deliverables

- Draft and Final City of Sheboygan Strategic Plan documents

Phase 4 – Deploy

4.1 Establish and train internal strategy implementation teams
4.2 Facilitate the development of performance metrics and a reporting model
4.3 Prepare a change management and communication plan
4.4 Provide ongoing implementation technical support (Optional, out of current scope)

Phase 4 Deliverables

- Recommended cross-functional implementation team structure
- Implementation team training
- Key strategic performance indicators to the objective level
- Recommended reporting format and process
- Change management and communication plan
- Optional continuing support and special projects as requested

Client Responsibilities

The services, fees and delivery schedule for this assignment are based upon the following assumptions, representations, or information supplied by the City:

- The City will assign a senior-level point of contact to provide overall guidance and direction to the project consultant. BT is entitled to rely on the information and direction provided by the assigned City representative.
- The City will assist BT with the collection of requested background data, documents, and material.
- Appropriate members of the City staff will be available to participate in meetings, interviews and focus groups as required for project completion.
- Adherence to project timelines and estimated fees depends on the availability of City personnel and external stakeholder participation.
- The City will provide appropriate office space, connectivity, telephone and related "de minimus" administrative support to the project consultant while on site.
- The City will assist BT in keeping the project within the predefined scope to ensure timely and on-budget completion of the engagement.
- The City will arrange locations and facilities required for planning workshops and stakeholder engagement sessions, including audiovisual equipment, power availability, and internet connectivity.
- The City will secure and pay directly for any required meeting rooms, room setups, food and beverage and other facilities and services needed to support the strategic planning workshop meetings, focus groups, and engagement/outreach sessions.
- BT will deliver one reproducible and one electronic copy in PDF format of the final report. The City will be responsible for the reproduction and distribution of this document as needed

Compensation and Invoicing

BT will complete the strategic planning project as described herein for the fixed professional services fee of **$ 122,850**. In addition to the fixed professional fee, BT will invoice the City for reimbursement of direct project-related costs for such items as travel and per diem, document design and production, and other usual and customary expenses for projects of this type.

BT will submit progress billings monthly, based on work performed during the preceding month plus expense reimbursement. Expenses are invoiced on an actual cost basis without markup for administrative or overhead charges. Invoices are due within 30 days of receipt.

Should the City require additional work outside of the scope of services included in this proposal, we will be pleased to provide such services at either our standard hourly rates, plus direct expenses or at an agreed-upon fee based on the additional scope requested. We will perform no such additional work without the prior written authorization of the City. The table below lists BT's current hourly billing rates for professional services:

Title	Hourly Rate
Partner/Principal/Director	$320
Senior Manager	$275
Manager	$225
Senior Consultant	$195
Consultant	$165
Analyst	$125
Administrative Support	$80

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix. We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this challenging project.

Sincerely,

David Eisenlohr
Managing Director

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the City by:

ATTEST:

Ryan Sorenson Mayor	Meredith DeBruin City Clerk
Date	Date

III

Res. No. _____ - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
September 7, 2021.

A RESOLUTION authorizing entering into a Development Agreement with Water's Edge Development of Sheboygan, LLC and Watershed Development, LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Development Agreement with Water's Edge Development of Sheboygan, LLC and Watershed Development, LLC regarding a proposed boutique hotel and outdoor pavilion area in Sheboygan, in form substantially similar to the attached agreement.

FHP

_____

_____

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

DEVELOPMENT AGREEMENT
BY AND BETWEEN

WATER'S EDGE DEVELOPMENT OF SHEBOYGAN, LLC,
WATERSHED DEVELOPMENT, LLC,
AND THE CITY OF SHEBOYGAN

THIS DEVELOPMENT AGREEMENT ("Agreement"), is made this _____ day of September, 2021, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "City"), having its principal offices at 828 Center Avenue in the City of Sheboygan, Wisconsin, Water's Edge Development of Sheboygan, LLC, a Wisconsin limited liability company (hereinafter called "Previous Developer"), having an office for the transaction of business at 7722 W. Hawthorne Road, Mequon, WI 53097, and Watershed Development, LLC, a Wisconsin limited liability company (hereinafter called "Developer"), having an office for the transaction of business at 7722 W. Hawthorne Road, Mequon, WI 53097.

RECITALS

The City has established a Tax Incremental District ("TID #19"), in accordance with §66.1105, Wis. Stats. ("the Tax Increment Law"), in order to provide a viable method of financing eligible project costs within the district for appropriate private development, which will contribute to the overall development of the City.

The City is authorized by the Tax Increment Law to pay Project Costs, as defined in §66.105(2)(f), Wis. Stats., from the special fund of TID #19 or from the proceeds of municipal obligations issued pursuant to statute.

The City is authorized by the Tax Increment Law to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of a Project Plan, as defined in §66.1105(2)(g), Wis. Stats.

The Project Plan for TID #19 includes Development Incentive Payments as eligible project costs for purposes of carrying out the Project Plan.

The City previously entered into a Development Agreement ("Prior Agreement") with Previous Developer to develop 32 condominium units, said development to be performed in two phases.

The Previous Developer successfully constructed the condominium units in Phase One of the Prior Agreement, but has chosen not to continue with Phase Two of the project that was the subject of said Prior Agreement. The Developer proposes to construct a boutique hotel and outdoor pavilion area to replace Previous Developer's plans for the Phase Two condominiums.

The City proposes to enter into this Development Agreement with the Developer to achieve the objectives of TID #19 and to facilitate the implementation of TID #19's Project Plan. The City is prepared to provide financial assistance to the Developer through Development Incentive Payments in order to bring about the continued development in accordance with this Agreement.

The Project Plan to be undertaken by the Developer is of particular importance to the City and provides special benefits to the City because of its prominent location along the Sheboygan River in an underutilized area near the busy intersection of the North 14th Street and Niagara Avenue.

The City believes that the development of the Property through construction of the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and of the health, safety and welfare of its residents.

AGREEMENT

NOW, THEREFORE, it is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the Developer through Development Incentive Payments in order to bring about the development and thereby promote the sound redevelopment of the City's riverfront area.

ARTICLE I.
OVERVIEW OF THE PROJECT

The Project consists of a boutique hotel containing 25 units and an outdoor pavilion.

ARTICLE II.
DEFINTIONS

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Development Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"Certification Date" shall mean the day each year when the City certifies the assessment of property for purpose of real property tax assessment in that year.

"Construction Plans" means state approved plans for the construction of the Project as described in Section 601 hereafter.

"Developer" means Watershed Development, LLC. and its permitted successors and assigns.

"Development Incentive Payments" means the incentive payments to the Developer by the City as set forth in Section 402 hereafter.

"Plans and Specifications" means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

"Previous Developer" means Water's Edge Development of Sheboygan, LLC. and its successors and assigns.

"Prior Agreement" means the 2019 Development Agreement, including any and all amendments, by and between Previous Developer and the City; said Agreement bound Previous Developer to the construction of 32 condominium units in two phases with various Development Incentive Payments to be paid by the City along with shortfall payments to be paid by the Previous Developer should certain minimum assessed property valuations contained in the Prior Agreement not be met.

"Project" means the development proposed by Developer as described in Article I.

"Property" means the property legally described on attached Exhibit A.

"Tax Incremental Value" means the increased real property assessment of the Property generated by the Project.

"Tax Increment Revenue" means the Tax Increment (as defined in §66.1105(2)(i), Wis. Stats.) generated from the Tax Incremental Value. Personal Property is not included in determining the Tax Increment Revenue.

"TID Project Plan" means the Project Plan for the TID #19 of the City of Sheboygan, Wisconsin.

ARTICLE III.
CONSTRUCTION SCHEDULE

It is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals	By September 2021
Issuance of Building Permits	By September 2021
Start Construction	By September 2021
Substantial Completion	By June 2022

ARTICLE IV.
TERMINATION OF TERMS OF PRIOR AGREEMENT

Section 401. ***Shortfall Payment.*** Pursuant to Article IV of the Prior Agreement, Previous Developer agreed to make various shortfall payments to the City should various guarantees related to minimum assessed property valuations not be attained. Said minimum assessed property valuations have not and will not be met. Previous Developer agrees that it shall pay to the City the sum of $40,000, to be paid within fourteen (14) days of the date of this Agreement. Upon receipt of said sum, the City and the Previous Developer Agree that the City shall be released from any requirement to make annual incentive payments pursuant to Section 402 of the Prior Agreement, and the Previous Developer shall be released from any requirement to make further shortfall payments pursuant to Section 401 of the Prior Agreement.

ARTICLE V.
DEVELOPMENT INCENTIVE PAYMENT

Section 501. ***Terms of Development Incentive Payment.*** As an inducement to Developer for the development of the Project and conditioned on the completion of the Project with a Tax Incremental Value of at least Two Million Six Hundred Thousand Dollars ($2,600,000.00), as determined by the increase in the assessed property valuation of the Project over its valuation on January 1, 2021, the City agrees to pay to the Developer each year, for a maximum period of five (5) years, an annual Development Incentive Payment of Thirty Thousand Dollars ($30,000.00) up to a cumulative total principal sum not to exceed One Hundred Fifty Thousand Dollars ($150,000) (each yearly payment being referenced to as an "Annual Incentive Payment"). The Annual Incentive Payment shall be paid to the Developer under this Section no later than September 30 of each year, commencing the year after the Developer completes the Project. Payment by the City of the Annual Incentive Payment will only be made if the Developer has paid current year property taxes (real and personal) to the City in full for all units owned by the Developer and if the Project's Tax Incremental Value is at least $2,600,000.00. If the Developer has not completed the Project by December 31, 2022, then the City' s obligation to make Annual Incentive Payments hereunder shall terminate.

Section 502. ***Purpose.*** The Annual Incentive Payments made under this Agreement are provided to the Developer by the City as part of a negotiated, lawful contract with Developer in exchange for consideration, including requirements to develop property within the TID in a manner that inures to the benefit of the general public, including those residing, owning property, or engaged in employment within the City. Said payments are in no way tied to future property tax payments and do not provide any future tax break, nor do they refund already paid taxes.

ARTICLE VI.
CONSTRUCTIONS PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION

Section 601. ***Plans for Construction of Improvements.*** Plans and specifications with respect to the development of the Property and the construction of Improvements thereon shall be in material conformity with this Agreement, and all applicable federal, state and local laws and regulations. As promptly as possible after the date of execution of this Agreement, but no sooner than sixty (60) days of execution of this Agreement, the Developer shall submit to the City, for approval by the City, plans, drawings, specifications and related documents, and the proposed construction schedule (which plans, drawings, specifications, related documents and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the City as herein provided are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Plans"), with respect to the Improvements to be constructed by the Developer on the Property, in sufficient completeness and detail to show that such Improvements and construction thereof will be materially in accordance with the provisions of this Agreement.

The City shall, if the Construction Plans originally submitted materially conform to the provisions of this Agreement, approve in writing such Construction Plans and no further filing by the Developer or approval by the City thereof shall be required, except with respect to any material change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the City, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by the City.

If the City, in its reasonable discretion, so rejects the Construction Plans in whole or in part as not being in material conformity with this Agreement, the Developer shall submit new or corrected Construction Plans which are in material conformity with this Agreement within thirty (30) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the City, which approval shall not be unreasonably withheld or delayed, provided, that in any event the Developer shall submit Construction Plans which are in material conformity with the requirements of this Agreement, as determined by the City, no later than ninety (90) days after the date the Developer receives written notice from the City of the City's first rejection of the original Construction Plans submitted to it by the Developer.

All work with respect to the Improvements to be constructed or provided by the Developer on the Property shall be in material conformity with the Construction Plans as approved by the City. The term "Improvements," as used in this Agreement, shall be deemed to have reference to the Improvements as provided and specified in the Construction Plans as approved.

Developer, as an inducement to the City to proceed with establishment of a Tax Incremental District and to provide Development Incentive Payments as provided herein to Developer for the development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under state law. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project, that it agrees not to take any action that will change the taxability of the property, and that it shall insert deed restrictions in any subsequent transfer of any portion of the Project to ensure that all future owners, assignees, and title holders of record shall be bound by the requirements of this paragraph.

Notwithstanding the above, in the event that the Project, or the Property, or any part thereof, is determined at any time to be exempt from real and/or personal property taxation under state law, Developer, for itself, its successors and assigns, agrees to make payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property.

Section 602. ***Changes in Construction Plans.*** If the Developer desires to make any material change in the Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, materially conform to the requirements of Section 501 hereof with respect to such previously approved Constructions Plans, the City shall approve the proposed change and notify the Developer in writing of its approval, which approval shall not be unreasonably withheld or delayed. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejection thereof, in whole or in part, by written notice thereof by the City to the Developer, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of the City's receipt of notice of such change.

ARTICLE VII.
INDEMNIFICATION

Developer releases from and covenants and agrees that the City, the governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "City Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the City Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the City Indemnified Parties that are not contemplated by this Agreement or which result from negligent acts or willful misconduct of the City Indemnified Parties in fulfilling the obligations of the City or their agents as set forth under this Agreement.

Except for any negligent acts or any willful misrepresentation of the City Indemnified Parties, Developer agrees to protect and defend the City Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Developer (or other persons acting on its behalf or under its direction or control) with respect to the Project work to be performed by Developer under this Agreement.

ARTICLE VIII.
MISCELLANEOUS

Section 801. ***Breach of Initial Terms of Agreement.*** No part of this Agreement except this Section 701 shall be effective should the Previous Developer fail to a) pay to the City the amount set forth in Section 401 and b) transfer its interest in the Property to the Developer via a recorded deed.

Section 802. ***Conflict of Interests; City Representatives Not Individually Liable.*** No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

Section 803. ***Titles of Articles and Sections.*** Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 804. ***Successors and Assigns.*** This Agreement shall be binding upon the respective successors and assigns of the parties. Notwithstanding anything contained in this Agreement to the contrary, Developer may assign this Agreement by one or more successive assignments at any time prior to closing to any related entity or affiliate of Developer. Upon any such assignment, the assignee shall have the rights and obligations of Developer hereunder and Developer shall thereupon, automatically and without execution of further instruments or documents, be relieved and released from any obligations under this Agreement, without any further action or approval of the parties.

Section 805. ***Notices and Demands.*** A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the Developer, is addressed to or delivered personally to the Developer at 7722 W. Hawthorne Road, Mequon, WI 53097, Attention: Paul Weaver; and

(b) in the case of the City, is addressed to or delivered personally to the City, Attention: City Clerk, at 828 Center Avenue, Suite 100, Sheboygan, Wisconsin 53081;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section. If delivered by registered or certified mail, such notice, demand or other communication shall be deemed delivered and received upon deposit in the U.S. Mail.

Section 806. ***Governing Law.*** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

Section 807. ***Counterparts.*** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email (in pdf.) or similar electronic methods shall be deemed to be original signatures for all purposes.

Section 808. ***Recording.*** This agreement or a memorandum of this Agreement shall be recorded in the Office of Sheboygan County Register of Deeds against the Property at the cost of the Developer.

(Signature Page Follows)

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its members, on or as of the day first above written.

CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

WATERSHED DEVELOPMENT, LLC

BY: _____
Paul Weaver, Manager

Authorized pursuant to Res. No. _____-21-22.

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of
Wisconsin My Commission

STATE OF WISCONSIN)
) ss
_____ COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named Paul Weaver, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of
Wisconsin My Commission

EXHIBIT "A"
Description of Property

Lot 2 of a CSM recorded in Vol. 30 CSM, on pp. 168-170, as Document No. 2119160, in the office of the Register of Deeds of Sheboygan County, Wisconsin, being a resurvey of Water's Edge Condominium, Block 119 of the Original plat of Sheboygan located in the E ½ of Section 22, Township 15 N, Range 23 E, City of Sheboygan, Sheboygan County, Wisconsin.

III

Res. No. _____ - 21 - 22. By Alderpersons Dekker and Perrella.
September 7, 2021.

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan County YMCA.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement, a copy of which is attached hereto and incorporated herein.

RW

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

Ellwood H. May Environmental Park Association of Sheboygan County, Inc.

("MPA")

AND

Sheboygan County YMCA

("YMCA")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property") to YMCA and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

Background

CITY owns the Property and has designated it as a public park. It has contracted with MPA to operate the Property, including provision of educational and other programming at the Property on behalf of CITY

YMCA founded and operates Camp Y-Koda ("Y-Koda"), an 80- acre camp just west of Sheboygan Falls. In addition to offering summer camp experiences, Y-Koda provides school progams. Among those programs is a partnership between Y-Koda and MPA that allows Y-Koda to use the Property and the facilities thereon to manage and operate Y-Koda Nature School ("Nature School") at Maywood, and provide school/ homeschool environmental education classes.

Y-Koda is experienced facilitating environmental education and desires to manage and operate Nature School and school/homeschool environmental education classes at Maywood. MPA desires to obtain the benefits of Y-Koda's expertise by offering these programs at Maywood and increasing the use of the park and Maywood Association memberships.

Leased Property

1. CITY agrees to lease any and all necessary space and buildings within its 135-acre Property to YMCA during hours it is open to the public for the purpose of said educational programming. Specific use of the park and buildings upon the Property shall be scheduled by MPA, and shall not conflict with use by other parties who have previously leased portions of the property,

including the use of the Environmental Lab and the Program Room within the Ecology Center by the Sheboygan Area School District. MPA agrees that it shall, on an annual basis, enter into a Memorandum of Understanding ("MOU") with YMCA specifically delineating the services it will provide as part of the programming facilitated pursuant to this contract.

2. No animals are allowed to be kept in or about the Property.
3. Subject to the provisions of this Lease, YMCA staff are entitled to park in designated areas on or about the Property.
4. All park rules apply to the use of the Property, including any rules which may be adopted related to the coronavirus pandemic of 2020-21 or to other health and safety issues that may arise.

Term

5. The initial term of the Lease commences at 8:00 a.m. on September 8, 2021 and ends at 5:00 p.m. on June 15, 2022.
6. This contract will automatically renew each year for twenty-five (25) additional one-year terms; the final term shall end on June 15, 2047. Any party may terminate the automatic renewal of the Lease by providing notice, in writing, to the other parties by no later than May 31 of the year in which the renewed term begins. The parties may, at any time prior to the end of the final term, agree to a new Lease to replace this Lease, or may agree to extend this Lease beyond 2047.

Rent

7. Subject to the provisions of this Lease, the rent for the Classrooms is $10,000 per year, to be paid semiannually pursuant to a schedule agreed to via MOU by MPA and YMCA, but which provides for one payment no later than December 31 and one payment no later than June 15. Payment shall be made to MPA.
8. MPA is authorized to use said funds to perform any and all of its duties under this Lease or pursuant to MOU.
9. Rent is in addition to any compensation to MPA for custodial services, school program compensation, or summer camp compensation. Such compensation shall be determined via MOU.
10. The Parties shall annually discuss the amount of Rent and may agree in writing to an amount different than the amount provided. Should the parties not agree, the City may impose any rent it chooses at its sole discretion via Council resolution to be passed no later than June 1 each year; provided that said amount shall be no greater than the larger of a five-percent (5%) increase from the prior year or a percentage increase equivalent to the annual Consumer Price Index most recently calculated by the United States Bureau of Labor Statistics.

Tenant Improvements

11. YMCA may not make improvements or permanent changes to the Property without authorization from the Director of MPA.

Utilities and Other Charges

12. YMCA shall not be responsible for the payment of the utilities and other charges in relation to the Property, including electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.

Insurance

13. YMCA is hereby advised and understands that the personal property of YMCA is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
14. YMCA agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
15. YMCA agrees that it shall furnish and maintain such liability insurance as will protect YMCA, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than two million dollars ($2,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

Governing Law

16. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.

Severability

17. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.
18. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

19. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment of Lease

20. YMCA shall not assign the Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

Damage to Property

21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors, the City may terminate the Lease by giving notice in writing.
22. Property and equipment damage caused by students or staff of the programs facilitated pursuant to this contract will be repaired/replaced at the expense of YMCA.

Maintenance, Care, and Use

23. YMCA will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease. MPA and YMCA may provide for more detailed provisions related to maintenance, care, and use of the Property via MOU.
24. YMCA will not engage in any illegal trade or activity on or about the Property.
25. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
26. At the expiration of this Lease, YMCA will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

Address for Notice

27. For any matter relating to this tenancy, YMCA may be contacted at the Property or through the phone number below:
    a. Name: Camp Y-Koda
    b. Phone: 920/980-2454
28. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
    a. Name: Ellwood H. May Environmental Park Association of Sheboygan County, Inc.
    b. Address: 3615 Mueller Road, Sheboygan, WI 53083
    c. Phone: 920/459-3906

General Provisions

29. All monetary amounts stated or referred to in this Lease are based in the United States dollar.

30. Any waiver by the City or MPA of any failure by YMCA to perform or observe the provisions of this Lease will not operate as a waiver of the City's or MPA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City's rights or MPA's rights in respect of any subsequent default or breach.
31. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
32. All sums payable by YMCA to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
33. Locks may not be added or changed without the prior written agreement of the Parties, which may be pursuant to MOU.
34. YMCA will be charged an additional amount of $25.00 for each N.S.F. check or checks returned by YMCA's financial institution.
35. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
36. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
37. This Lease constitutes the entire agreement between Parties.
38. Time is of the essence in the Lease.

IN WITNESS WHEREOF, Sheboygan County YMCA, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this ___ day of September, 2021.

City of Sheboygan

_____
Ryan Sorenson, Mayor

_____
Meredith De Bruin, City Clerk

Sheboygan County YMCA

_____
Donna Wendlandt, CEO

_____
Jeremiah Dentz, Executive Director of Camp Y-Koda

Ellwood H. May Environmental Park Assoc.

_____
Samantha Lammers, Director

_____
Paul Pickhardt, Board President

III

Res. No. ____ - 21 - 22. By Alderpersons Dekker and Perrella.
September 7, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Wheeler Lumber, LLC for the purchase of a prefabricated bridge to be installed in Evergreen Park.

WHEREAS, the City of Sheboygan has advertised for bids for the purchase of a prefabricated bridge to be installed in Evergreen Park; and

WHEREAS, one bid was received in response to that advertisement; and

WHEREAS, the bid was from Wheeler Lumber, LLC for $151,550.00; and

WHEREAS, the City Engineer has reviewed the bid and determined that the low bid met all of the specifications.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Wheeler Lumber, LLC for the purchase of a prefabricated bridge to be installed in Evergreen Park.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following account, upon the agreement being fully executed by all parties, to pay for the purchase pursuant to the terms of the agreement:

Account #26553000-631100 (Parks, Forestry & Open Space - Improvements other than Buildings)	$151,550.00

PW

_____

_____

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

AGREEMENT BETWEEN BUYER AND SELLER
FOR PROCUREMENT CONTRACT

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and

_____ ("Contractor").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 *Goods and Special Services*

A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows: Prefabricated Pedestrian Bridge

1.02 *The Project*

A. The Project, of which the Goods and Special Services are a part, is generally described as follows: Evergreen Park Pedestrian Bridge installation on trail construction.

1.03 *Engineer*

A. Buyer has prepared Procurement Contract Documents. Buyer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

1.04 *Point of Destination*

A. The Point of Destination is designated as: Evergreen Park (Area 5) , Sheboygan, WI

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 *Time of the Essence*

A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 *Schedule of Procurement Contract Times*

A. The following schedule sets forth the Procurement Contract Times:

Milestone	Date or Days	Notes
Submit Shop Drawings for Approval	4 weeks after Effective Date of Contract	
Deliver acceptable Goods to Point of Destination	14 weeks after approval of shop drawings	Delivery to be coordinated with chosen installation contractor.

2.03 *Shop Drawings and Samples*

A. *Submittal of Shop Drawings and Samples*: Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.

B. *Engineer's Review*: It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 14 days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 *Liquidated Damages*

A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer $295 for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods.

ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 *Procurement Contract Price and Total Price*

A. The Procurement Contract Price is comprised of the Lump Sum amounts set forth in the following paragraph.

B. Buyer shall pay Seller a Lump Sum of $_____ for furnishing the Goods and Special Services (other than any Unit Price Goods and Special Services) in accordance with the Procurement Contract Documents.

ARTICLE 4—PAYMENT PROCEDURES

4.01 *Submittal and Processing of Applications for Payment*

A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment*

A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

Payment Line Item (Lump Sum)	Percentage of Lump Sum
1. Receipt of Approval of Shop Drawings and Samples	15
2. Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents	80
3. Final Payment: Correction of non-conformities, submittal of warranties and other final documentation required by the Procurement Contract Documents.	5
Total Procurement Contract Price (Lump Sum)	100

B. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

4.03 *Interest*

A. All amounts not paid when due will bear interest as the rate of 0 percent per annum.

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

5.01 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

6.01 *List of Procurement Contract Documents*

A. The Procurement Contract Documents consist of the following:

1. This Procurement Agreement.
2. General Conditions of the Procurement Contract.
3. Supplementary Conditions of the Procurement Contract.

4. Procurement Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
5. Procurement Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
6. Addenda (not attached but incorporated by reference)
   a. Number **{Number}** dated **{Date}**.
   b. Number **{Number}** dated **{Date}**.
   c. Number **{Number}** dated **{Date}**.
7. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
8. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
   a. Change Orders;
   b. Change Directives; and
   c. Field Orders.

B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).

C. There are no Procurement Contract Documents other than those listed above.

D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Seller's Representations*

A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:

1. Seller has examined and carefully studied the Procurement Contract Documents.
2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.

4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.

5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.

6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.

7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

7.02 *Seller's Certifications*

A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

ARTICLE 8—CONFIDENTIALITY

Reserved

ARTICLE 9—MUTUAL WAIVER

9.01 *Mutual Waiver of Consequential Damages*

A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. If Buyer (Project Owner) assigns this Procurement Contract to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification,

(b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

(CONTINUED ON NEXT PAGE)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
City of Sheboygan

By: _____
(signature)

Name, Title: Ryan Sorenson, Mayor

Date: _____

Attest:

By: _____
(signature)

Name, Title: Meredith DeBruin, City Clerk

Date: _____

Signatures authorized pursuant to Res. ___-21-22.

Address for giving notices:
City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved as to form and Execution:

By: _____
(signature)

Name, Title: Charles C. Adams, City Attorney

Date: _____

CONTRACTOR:
{Contractor}_____

By: _____
(signature)

Name, Title: _____
(printed)

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

_____

_____

_____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE PROCUREMENT CONTRACT

Prepared By

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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STANDARD GENERAL CONDITIONS OF THE PROCUREMENT CONTRACT

TABLE OF CONTENTS

Page

Article 1— Definitions and Terminology 1
1.01 Defined Terms 1
1.02 Terminology 4
Article 2— Preliminary Matters 5
2.01 Delivery of Bonds and Evidence of Insurance 5
2.02 Copies of Documents 5
2.03 Electronic Transmittals 6
2.04 Preliminary Schedules 6
2.05 Preliminary Conference 6
2.06 Safety 6
Article 3— Procurement Contract Documents 7
3.01 Intent 7
3.02 Reference Standards 7
3.03 Reporting and Resolving Discrepancies 8
3.04 Requirements of the Procurement Drawings and Procurement Specifications 8
3.05 Reuse of Documents 9
Article 4— Commencement and Schedule 9
4.01 Commencement of Procurement Contract Times 9
4.02 Continuing Performance 9
4.03 Adjustments to Progress Schedule 9
4.04 Delays 10
Article 5— Bonds and Insurance 11
5.01 Performance, Payment, and Other Bonds 11
5.02 Insurance 12
5.03 Surety or Insurance Companies 12
Article 6— Licenses and Fees 12
6.01 Intellectual Property and License Fees 12
6.02 Seller's Infringement 13

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6.03 Buyer's Infringement 13
Article 7— Seller's Responsibilities 14
7.01 Performance of Obligations 14
7.02 Labor, Materials and Equipment 14
7.03 Laws and Regulations 14
7.04 "Or Equals" 15
7.05 Taxes 16
7.06 Submittals 16
7.07 Indemnification 18
7.08 Concerning Subcontractors and Suppliers 19
Article 8— Shipping and Delivery 19
8.01 Shipping 19
8.02 Delivery 19
8.03 Risk of Loss 19
Article 9— Buyer's Rights 20
9.01 Seller's Warranties and Guarantees 20
9.02 Inspections and Testing 21
9.03 Non-Conforming Goods and Special Services 22
9.04 Correction Period 23
Article 10— Engineer's Status 23
10.01 Engineer's Role Defined 23
10.02 Duties and Responsibilities; Authority; Limitations 24
Article 11— Changes 24
11.01 Amending and Supplementing the Procurement Contract 24
11.02 Change Orders 25
11.03 Change Directives 25
11.04 Field Orders 25
11.05 Buyer-Authorized Changes in the Goods and Special Services 26
11.06 Buyer's Contingency Allowance 26
11.07 Unauthorized Changes in the Goods and Special Services 26
11.08 Change of Procurement Contract Price 26
11.09 Change of Procurement Contract Times 27
11.10 Notification to Surety 27

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Article 12— Claims, Disputes, and Dispute Resolution 27
12.01 Claims 27
12.02 Dispute Resolution Method 28
Article 13— Payment 29
13.01 Applications for Progress Payments 29
13.02 Review of Applications for Progress Payments 29
13.03 Basis and Amount of Progress Payments 30
13.04 Suspension of or Reduction in Payment 30
13.05 Final Payment 32
13.06 Waiver of Claims 32
Article 14— Cancellation, Suspension, and Termination 33
14.01 Cancellation 33
14.02 Suspension of Performance by Buyer 33
14.03 Suspension of Performance by Seller 33
14.04 Breach and Termination 33
Article 15— Miscellaneous 34
15.01 Giving Notice 34
15.02 Controlling Law 34
15.03 Computation of Time 34
15.04 Cumulative Remedies 34
15.05 Survival of Obligations 35
15.06 Entire Agreement 35
15.07 No Waiver 35
15.08 Headings 35
15.09 Successors and Assigns 35

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ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Whenever used in the Procurement Bidding Requirements or Procurement Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated, which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Procurement Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Procurement Contract Documents.

2. *Application for Payment*—The document prepared by Seller, in a form acceptable to Buyer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Procurement Contract Documents.

3. *Bid*—An offer or proposal of a prospective Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.

4. *Bidder*—An individual or entity that, as a prospective Seller, submits a Bid to Buyer.

5. *Buyer*—The individual or entity purchasing the Goods and Special Services.

6. *Change Directive*—A written directive from Buyer to Seller issued on or after the Effective Date of the Procurement Contract, ordering an addition, deletion, or revision in the Goods and Special Services.

7. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Procurement Contract Documents or an adjustment in the Procurement Contract Price or the Procurement Contract Times, issued on or after the Effective Date of the Procurement Contract. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.

8. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Procurement Contract Price or Procurement Contract Times, or both, or other relief with respect to the terms of the Procurement Contract. A demand for money or services by a third party is not a Claim.

9. *Contractor/Assignee*—A construction contractor with which Project Owner enters into a construction contract, and to which Project Owner, as initial Buyer, assigns this Procurement Contract.

10. *Effective Date of the Procurement Contract*—The date indicated in the Procurement Agreement on which the Procurement Contract becomes effective.

11. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

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12. *Electronic Means*—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: the transmission or communication of Electronic Documents; the documentation of transmissions, including sending and receipt; printing of the transmitted Electronic Document by the recipient; the storage and archiving of the Electronic Document by sender and recipient; and the use by recipient of the Electronic Document for purposes permitted by this Procurement Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

13. *Engineer*—The individual or entity designated as such in the Procurement Agreement.

14. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services, but which does not involve a change in the Procurement Contract Price or Procurement Contract Times.

15. *Goods*—The tangible and movable personal property that is described in the Procurement Contract Documents, regardless of whether the property is to be later attached to realty.

16. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.

17. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

18. *Milestone*—A principal event specified in the Procurement Contract that Seller must attain by the date or within the number of days indicated, including but not limited to the delivery of the Goods and the furnishing of Special Services.

19. *Notice of Award*—The written notice, by Buyer to a Bidder, of Buyer's acceptance of the Bid.

20. *Point of Destination*—The specific address of the location where delivery of the Goods will be made, as stated in the Procurement Agreement.

21. *Procurement Agreement*—The written instrument, executed by Buyer and Seller, that sets forth the Procurement Contract Price and Procurement Contract Times, identifies the parties and the Engineer, and designates the specific items that are Procurement Contract Documents.

22. *Procurement Bidding Documents*—The Procurement Bidding Requirements and the proposed Procurement Contract Documents (including all Addenda).

23. *Procurement Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.

24. *Procurement Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services.

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25. *Procurement Contract Documents*—Those items so designated in the Procurement Agreement, and which together comprise the Procurement Contract. Shop Drawings and other Seller submittals are not Procurement Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.

26. *Procurement Contract Price*—The money that Buyer has agreed to pay Seller for furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.

27. *Procurement Contract Times*—The times stated in the Procurement Agreement by which the Goods must be delivered, Special Services must be furnished, and other Milestones must be attained.

28. *Procurement Drawings*—That part of the Procurement Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Procurement Drawings as so defined.

29. *Procurement Specifications*—That part of the Procurement Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.

30. *Project*—The total undertaking to be accomplished for Project Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Goods and Special Services are a part.

31. *Project Owner*—The entity that has retained (or will retain) engineers, contractors, and others for the planning, study, design, construction, testing, commissioning, and start-up of facilities and improvements. As of the Effective Date of the Procurement Contract, the Project Owner is the Buyer.

32. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.

33. *Schedule of Submittals*—A schedule, prepared and maintained by Seller, of required Submittals and the time requirements for Engineer's review of the Submittals.

34. *Seller*—The individual or entity furnishing the Goods and Special Services.

35. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services. Shop Drawings, whether approved or not, are not Procurement Drawings and are not Procurement Contract Documents.

36. *Special Services*—Services to be performed by Seller (or its agents or subcontractors) in association with the Goods to be furnished by Seller, as required by the Procurement Contract Documents.

37. *Submittal*—A written or graphic document, prepared by or for Seller, which the Procurement Contract Documents require Seller to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals

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may include Shop Drawings and Samples; schedules; product data; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or site quality-control testing and inspections; warranties and certifications; suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; record documents; and other such documents required by the Procurement Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Procurement Contract Documents. Change proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. *Successful Bidder*—The Bidder whose Bid the Buyer accepts, and to which Buyer makes an award of the Procurement Contract.

39. *Supplementary Conditions*—The part of the Procurement Contract that amends or supplements these General Conditions.

40. *Unit Price Goods and Special Services*—Goods and Special Services to be paid for on the basis of unit prices (if any).

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Procurement Contract Documents.

B. *Intent of Certain Terms or Adjectives*

1. The Procurement Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Procurement Contract Documents and conformance with the design concept of the completed Project as a functioning whole, as shown or indicated in the Procurement Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective will not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Procurement Contract Documents.

2. The word "non-conforming" when modifying the words "Goods and Special Services," "Goods," or "Special Services," refers to Goods and Special Services that are unsatisfactory, faulty, or deficient in that they:

a. do not conform to or comply with the requirements of the Procurement Contract Documents;

b. do not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Procurement Contract Documents; or

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c. in the case of Special Services, have not been completed.

3. The word "receipt" when referring to the Goods, means the physical taking and possession by the Buyer under the conditions specified in Paragraph 9.02.B.2.

4. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

5. The word "furnish," when used in connection with the Goods and Special Services means to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Procurement Contract Documents.

C. *Procurement Contract Price or Procurement Contract Times*: References to a change in "Procurement Contract Price or Procurement Contract Times" or "Procurement Contract Times or Procurement Contract Price" or similar, indicate that such change applies to (1) Procurement Contract Price, (2) Procurement Contract Times, or (3) both Procurement Contract Price and Procurement Contract Times, as warranted, even if the term "or both" is not expressed.

D. Unless stated otherwise in the Procurement Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Procurement Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Seller delivers the executed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer the performance bond and payment bond (if the Procurement Contract requires Seller to furnish such bonds).

B. *Evidence of Seller's Insurance*: When Seller delivers the signed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer, with copies to each additional insured (as identified in the Procurement Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Seller in accordance with Article 5. Evidence of insurance to be obtained at a later date, such as insurance relating to transit or storage of the Goods, will be provided to Buyer at the time of such insurance is obtained.

C. *Evidence of Buyer's Insurance*: After receipt of the signed counterparts of the Procurement Agreement and all required bonds and insurance documentation, Buyer shall promptly deliver to Seller, with copies to each additional insured (as identified in the Procurement Contract), certificates and other evidence of insurance (if any) required to be provided by Buyer.

2.02 *Copies of Documents*

A. Buyer shall furnish to Seller four printed copies of the Procurement Contract (including one fully executed counterpart of the Procurement Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

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2.03 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Procurement Contract, the Buyer, Seller, and Engineer may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Procurement Contract does not establish protocols for Electronic Means, then Buyer, Seller, and Engineer shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

2.04 *Preliminary Schedules*

A. Within 15 days after the Effective Date of the Procurement Contract, Seller shall submit to Buyer and Engineer for timely review:

1. a progress schedule of activities, consistent with the Procurement Contract Times, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Procurement Contract Documents.

a. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the Submittals, tests, and deliveries to completion within the specified Milestones of the Procurement Contract Times.

b. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of Seller's performance of its obligations under the Procurement Contract, nor interfere with or relieve Seller from Seller's full responsibility therefor.

c. Such acceptance will not be deemed as an acknowledgment of the reasonableness and attainability of the schedule.

2. a preliminary schedule of Submittals.

B. No progress payment will be made to Seller until an acceptable progress schedule and acceptable schedule of Submittals are submitted to Buyer and Engineer (and other conditions applicable to progress payments are met).

2.05 *Preliminary Conference*

A. Within 20 days after the Procurement Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedules referred to in Paragraph 2.04.A, procedures for handling Shop Drawings and other Submittals, processing Applications for Payment, and maintaining required records.

2.06 *Safety*

A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, and to the protection of persons or property from damage, injury, or loss.

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B. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.

C. If Buyer or its representatives visit the Seller's manufacturing or storage facilities, for testing, inspection, or other purposes, Seller shall inform Buyer in advance of any safety preparations, standards, or programs with which Buyer and its representatives must comply.

ARTICLE 3—PROCUREMENT CONTRACT DOCUMENTS

3.01 *Intent*

A. The Procurement Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Procurement Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.

C. Unless otherwise stated in the Procurement Contract Documents, if there is a discrepancy between the electronic or digital versions of the Procurement Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version will govern.

D. The Procurement Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Procurement Contract Documents, as provided in Paragraph 3.04.

F. Any provision or part of the Procurement Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Buyer and Seller.

3.02 *Reference Standards*

A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, means the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Procurement Agreement if there were no Bids), except as may be otherwise specifically stated in the Procurement Contract Documents.

B. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a supplier, will be effective to change the duties or responsibilities of Buyer, Seller, or Engineer from those set forth in the part of the Procurement Contract Documents prepared by or for Engineer. No such provision or instruction will be effective to assign to Buyer or Engineer any duty or authority to supervise or direct the performance of Seller's obligations, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Procurement Contract Documents prepared by or for Engineer.

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3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Seller's Review of Procurement Contract Documents*: If, before or during the performance of Seller's obligations, Seller discovers any conflict, error, ambiguity, or discrepancy within the Procurement Contract Documents, or between the Procurement Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any supplier to Seller, then Seller shall promptly report it to Engineer (or if the Procurement Contract is assigned, then directly to Contractor/Assignee) in writing. Seller shall not proceed with the Goods and Special Services affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer (or if the Procurement Contract is assigned, then by Contractor/Assignee) or by an amendment or supplement to the Procurement Contract Documents issued pursuant to Article 11.

2. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Procurement Contract Documents unless Seller had actual knowledge thereof.

B. *Resolving Discrepancies*: Except as may be otherwise specifically stated in the Procurement Contract Documents, the provisions of the Procurement Contract Documents will take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Procurement Contract Documents and:

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Procurement Contract Documents); or

2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Procurement Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Procurement Drawings and Procurement Specifications*

A. During the performance of Seller's obligations and until final payment, Seller and Buyer shall submit to the Engineer all matters in question concerning the requirements of the Procurement Drawings and Procurement Specifications (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Goods and Special Services, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Procurement Drawings and Procurement Specifications, and judge of the acceptability of the Goods and Special Services thereunder.

1. After assignment (if any) Seller shall submit such matters directly to Contractor/Assignee for response or administration, and the Procurement Contract provisions in Paragraphs 3.04.B and C will not apply.

B. Engineer will issue with reasonable promptness a written clarification, interpretation, or decision on the issue submitted, and if necessary, initiate an amendment or supplement to the Procurement Drawings or Procurement Specifications. Engineer's written clarification, interpretation, or decision will be consistent with the overall intent of the Procurement Contract Documents, and will be final and binding on Seller and Buyer. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the

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Procurement Contract Price or Procurement Contract Times, either may make a Claim for such adjustment as provided in Article 12.

C. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of the Goods and Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation.

3.05 *Reuse of Documents*

A. Seller and its subcontractors and suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Procurement Drawings, Procurement Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Procurement Drawings, Procurement Specifications, other documents, or copies thereof, on extensions of the Project or any other project, without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Procurement Contract Documents, reuse any such Procurement Contract Documents for any purpose without Buyer's express written consent, or violate any copyrights pertaining to such Procurement Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Procurement Contract. Nothing herein precludes Seller from retaining copies of the Procurement Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND SCHEDULE

4.01 *Commencement of Procurement Contract Times*

A. The Procurement Contract Times will commence to run on the Effective Date of the Procurement Contract.

4.02 *Continuing Performance*

A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.04.A., as duly adjusted, and the Goods will be delivered and the Special Services furnished within the Procurement Contract Times.

B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services will be delayed or postponed pending resolution of any disputes or disagreements, except as expressly permitted herein, or as Buyer and Seller may otherwise agree in writing.

4.03 *Adjustments to Progress Schedule*

A. The progress schedule established in accordance with Paragraph 2.04 may be adjusted from time to time as provided below.

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1. Seller shall submit to Buyer for acceptance (to the extent indicated in Paragraph 2.04) proposed adjustments in the progress schedule that will not result in changing the Procurement Contract Times. Such adjustments will comply with any applicable provisions of the Procurement Specifications.

2. Proposed adjustments in the progress schedule that will change the Procurement Contract Times must be submitted in accordance with the requirements of Article 11. Adjustments in Procurement Contract Times may only be made by a Change Order.

4.04 *Delays*

A. If Buyer, Engineer, or anyone for whom Buyer is responsible, delays, disrupts, or interferes with Seller's performance or progress, then Seller shall be entitled to an equitable adjustment in Procurement Contract Price or Procurement Contract Times.

B. Seller shall not be entitled to an adjustment in Procurement Contract Price or Procurement Contract Times for delay, disruption, or interference caused by or within the control of Seller or anyone for whom Seller is responsible.

C. If Seller's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Buyer, Seller, and those for which they are responsible, then Seller shall be entitled to an equitable adjustment in Procurement Contract Times. Such an adjustment will be Seller's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Procurement Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. inspection delays by governmental authorities, and custom delays;

4. international shipping delays;

5. acts or failures to act of third-party entities; and

6. acts of war or terrorism.

D. *Adjustments of Procurement Contract Times or Procurement Contract Price—General Provisions*: Seller's entitlement to an adjustment of Procurement Contract Times or Procurement Contract Price is limited as follows:

1. Seller's entitlement to an adjustment of the Procurement Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of Seller's obligations, as of the time of the delay, disruption, or interference.

2. Seller shall not be entitled to an adjustment in Procurement Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Seller. Such a concurrent delay by Seller does not preclude an adjustment of Procurement Contract Times to which Seller is otherwise entitled.

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3. Adjustments of Procurement Contract Times or Procurement Contract Price are subject to the provisions of Articles 11 and 12.

E. Each Seller request seeking a delay-related increase in Procurement Contract Times or Procurement Contract Price must be supplemented by supporting data that sets forth in detail the following: (1) the circumstances that form the basis for the requested adjustment; (2) the date upon which each cause of delay, disruption, or interference began to affect Seller's progress; (3) the date upon which each cause of delay, disruption, or interference ceased to affect Seller's progress; (4) the number of days' increase in Procurement Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and (5) the impact on Procurement Contract Price. Seller shall also furnish such additional supporting documentation as Buyer or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion.

ARTICLE 5—BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Seller shall furnish a performance bond and a payment bond, each in an amount at least equal to the Procurement Contract Price, as security for the faithful performance and payment of Seller's obligations under the Procurement Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 9.04, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Procurement Contract.

B. Seller shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Procurement Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Buyer prior to execution of the Procurement Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Seller shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Seller is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements of this Procurement Contract.

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F. If Seller has failed to obtain a required bond, Buyer may exercise Buyer's termination rights under Article 14.

G. Upon request to Buyer from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Buyer shall provide a copy of the payment bond to such person or entity.

H. Upon request to Seller from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Seller shall provide a copy of the payment bond to such person or entity.

5.02 *Insurance*

A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.

B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided will not be construed as a waiver of Seller's obligation to maintain such insurance.

C. Upon assignment of this Procurement Contract, Seller shall name the Contractor/Assignee as an additional insured and comply with the written request of Contractor/Assignee to provide evidence of insurance.

D. Buyer does not represent that insurance coverage and limits established in this Procurement Contract necessarily will be adequate to protect Seller.

E. The insurance and insurance limits required herein will not be deemed as a limitation on Seller's liability under the indemnities and other rights granted to Buyer in the Procurement Contract.

5.03 *Surety or Insurance Companies*

A. All bonds and insurance required by the Procurement Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies must also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

ARTICLE 6—LICENSES AND FEES

6.01 *Intellectual Property and License Fees*

A. Except to the extent stated elsewhere in the Procurement Contract Documents, Seller is not transferring any patent rights, copyrights, or other intellectual property rights for the Goods delivered.

B. To the extent Seller is manufacturing to Buyer's design, Buyer retains all patent rights, copyrights, and other intellectual property rights in such design.

C. If an invention, design, process, product, or device is specified in the Procurement Contract Documents for incorporation in the Goods or for the performance of Special Services, and if, to the actual knowledge of Buyer or Engineer, its use is subject to patent rights, copyrights,

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or other intellectual property rights calling for the payment of a license fee or royalty to others, then the existence of such rights and payment obligations will be disclosed to Seller in the Procurement Contract Documents.

D. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Procurement Contract Documents.

6.02 *Seller's Infringement*

A. Subject to Paragraph 6.01, to the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any patent, copyright, or other intellectual property right by any of the Goods as delivered or Special Services as performed.

B. Buyer will promptly notify Seller in writing of any claim, suit, or threat of suit by a third party for any infringement or alleged infringement of any patent, copyright, or other intellectual property right with respect to the Goods as delivered or Special Services as performed.

C. Seller shall promptly defend or settle the claim or suit. Seller shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.

1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound, in any subsequent suit or claim against Seller by Buyer, by any factual determination in the prior suit or claim.

2. If Buyer fails to provide Seller the opportunity to defend such suit or claim, Buyer shall be barred from any remedy against Seller for such suit or claim.

D. If a determination is made that Seller has infringed upon the intellectual property rights of another, Seller may, at Seller's own expense, obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction, consistent with the requirements of the Procurement Contract Documents, to avoid the infringement.

6.03 *Buyer's Infringement*

A. Subject to Paragraph 6.01, and to the fullest extent permitted by Laws and Regulations, Buyer shall be responsible to Seller for any infringement or alleged infringement of any patent, copyright, or other intellectual property right caused by Seller's compliance with the Procurement Drawings or Procurement Specifications, and will reimburse Seller for any license fee or royalties paid by Seller to others if such payment resulted from any invention, design, process, product, or device specified to be furnished or performed in the Procurement Drawings or Procurement Specifications, but not identified as being subject to payment of such license fee or royalty.

B. Seller will promptly notify Buyer in writing of any claim, suit, or threat of suit by a third party for intellectual property infringement arising from Seller's compliance with the Procurement Drawings or Procurement Specifications.

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C. Buyer shall defend or settle the claim or suit. Buyer shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.

1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound, in any subsequent suit or claim against Buyer by Seller, by any factual determination in the prior suit or claim.

2. If Seller fails to provide Buyer the opportunity to defend such suit or claim, Seller shall be barred from any remedy against Buyer for such suit or claim.

ARTICLE 7—SELLER'S RESPONSIBILITIES

7.01 *Performance of Obligations*

A. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Procurement Contract Documents.

B. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Procurement Contract Documents.

C. Seller shall coordinate the provision of Special Services to avoid or limit interference or disruption of other activities at the location where the Special Services are to occur, including but not limited to ongoing facility operations and construction activities.

7.02 *Labor, Materials and Equipment*

A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Procurement Contract.

B. All Goods, and all equipment and material incorporated into the Goods, must be as specified, and unless specified otherwise in the Procurement Contract Documents, must be:

1. new, and of good quality;

2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer's instructions; and

3. shop-assembled to the greatest extent practicable.

7.03 *Laws and Regulations*

A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Procurement Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller's compliance with any Laws or Regulations.

B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It will not be Seller's responsibility to make certain

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that the Procurement Specifications and Procurement Drawings are in accordance with Laws and Regulations, but this provision will not relieve Seller of Seller's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Procurement Contract if there were no Bids) that have a direct effect on the cost or time of Seller's performance will be the subject of an adjustment in Procurement Contract Price or Procurement Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Article 12.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment to be incorporated into the Goods is specified or described in the Procurement Contract Documents by using the names of one or more proprietary items or specific suppliers or manufacturers, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.

1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or equal" item.

2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; 3) it has an acceptable record of performance and availability of responsive service; and (4) Seller certifies that if approved: a) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and b) the proposed item will conform substantially to the detailed requirements of the item named in the Procurement Contract Documents.

B. *Engineer's Evaluation*: Engineer will be allowed a reasonable time within which to evaluate each proposal or Submittal made pursuant to Paragraph 7.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or Submittal. No "or equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Procurement Contract Documents.

C. *Special Guarantee*: Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."

D. *Data*: Seller shall provide all data in support of any such proposed "or equal" at Seller's expense.

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7.05 *Taxes*

A. Seller shall pay all taxes and duties arising out of the sale of the Goods and the performance of Special Services. All taxes and duties are included in the Procurement Contract Price, except as noted in the Supplementary Conditions.

7.06 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Seller shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Procurement Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal; and

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of Seller's obligations.

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Seller has satisfied its obligations under the Procurement Contract Documents with respect to Seller's review of that Submittal, and that Seller approves the Submittal.

3. With each Shop Drawing or Sample, Seller shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Procurement Contract Documents. This notice will be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Seller shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Seller shall submit the number of copies required in the Procurement Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.06.C.

2. *Samples*

a. Seller shall submit the number of Samples required in the Procurement Specifications.

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b. Seller shall clearly identify each Sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.06.C.

3. Where a Shop Drawing or Sample is required by the Procurement Contract Documents or the Schedule of Submittals, any related work performed by Seller prior to Engineer's review and approval of the pertinent Submittal will be at the sole expense and responsibility of Seller.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Goods, comply with the requirements of the Procurement Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Procurement Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for any variation from the requirements of the Procurement Contract Documents unless Seller has complied with the requirements of Paragraph 7.06.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Procurement Contract Documents in a Field Order or other appropriate Procurement Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for complying with the requirements of Paragraphs 7.06.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Procurement Contract Documents, will not, under any circumstances, change the Procurement Contract Times or Procurement Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing or Sample will result in such item becoming a Procurement Contract Document.

8. Seller shall furnish Goods that comply with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.06.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review

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and approval. Seller shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Seller shall furnish required Shop Drawing and Sample Submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Seller shall be responsible for Engineer's charges to Buyer for such time. Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges.

3. If Seller requests a change of a previously approved Shop Drawing or Sample, Seller shall be responsible for Engineer's charges to Buyer for its review time, and Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges, unless the need for such change is beyond the control of Seller.

E. *Submittals Other than Shop Drawings and Samples*

1. The following provisions apply to all Submittals other than Shop Drawings and Samples:

a. Seller shall submit all such Submittals to the Engineer in accordance with the schedule of Submittals and pursuant to the applicable terms of the Procurement Contract Documents.

b. Engineer will provide timely review of all such Submittals in accordance with the schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Procurement Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Seller shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.04 and 2.05.

7.07 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, Project Owner, and any assignee of Buyer, including Contractor/Assignee, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Seller's obligations under the Procurement Contract, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.

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B. In any and all claims against Buyer, Engineer, Project Owner, or any assignee of Buyer, including Contractor/Assignee, or their officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.07.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.08 *Concerning Subcontractors and Suppliers*

A. Seller may retain subcontractors and suppliers for the performance of parts of the furnishing of the Goods and Special Services. The Seller's retention of a subcontractor or supplier will not relieve Seller's obligation to Buyer to perform and complete the furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.

ARTICLE 8—SHIPPING AND DELIVERY

8.01 *Shipping*

A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling, and all other costs associated with shipment and delivery.

8.02 *Delivery*

A. Seller shall deliver the Goods free on board (FOB) to the Point of Destination, freight prepaid, in accordance with the Procurement Contract Times set forth in the Procurement Agreement, or other date agreed to by Buyer and Seller.

B. At least 10 days before shipment, Seller shall provide written notice to Buyer of the manner of shipment and the anticipated delivery date. The notice must also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours' notice by telephone prior to the anticipated time of delivery.

C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.

D. Buyer will assure that adequate facilities are available to receive delivery of the Goods at the time established for delivery, or on another date agreed to by Buyer and Seller.

E. No partial deliveries will be allowed, unless permitted or required by the Procurement Contract Documents or agreed to in writing by Buyer.

F. Provisions governing inspection on delivery are set forth in Paragraph 9.02.

8.03 *Risk of Loss*

A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.

B. Notwithstanding the provisions of Paragraph 8.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods will remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected Goods remain at the Point of

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Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

ARTICLE 9—BUYER'S RIGHTS

9.01 *Seller's Warranties and Guarantees*

A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed will be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.

B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Procurement Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Procurement Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods must comply with the requirements of Paragraph 7.02.B.

C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller;

2. excessive corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Procurement Contract Documents and the Procurement Contract Documents required the Goods to withstand such conditions;

3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or

4. normal wear and tear under normal usage.

D. Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents will be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents:

1. observations by Buyer, Engineer, or Project Owner;

2. recommendation by Engineer or payment by Buyer of any progress or final payment;

3. use of the Goods by Buyer or Project Owner;

4. any acceptance by Buyer, Engineer, or Project Owner, or any failure to do so;

5. the end of the correction period established in Paragraph 9.04;

6. the issuance of a notice of acceptance;

7. any inspection, test or approval by others; or

8. any correction of non-conforming Goods and Special Services by Buyer or Project Owner.

E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.

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9.02 *Inspections and Testing*

A. *General Provisions*

1. The Procurement Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.

2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Procurement Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.

3. Buyer shall bear all expenses of inspections and tests that are not specified in the Procurement Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 9.03); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.

4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Procurement Contract Documents specify are to be observed by Buyer prior to shipment.

5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination, and a representative of Seller will attend such tests, inspections, and approvals.

6. If, on the basis of inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 9.03.

7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections, will constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Procurement Contract.

B. *Visual Inspection on Delivery*

1. Buyer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods, general verification of quantities, and observation of apparent condition. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.

2. If, on the basis of the visual inspection specified in Paragraph 9.02.B.1, the Goods appear to comply with the requirements of the Procurement Contract Documents as to quantities and condition, then within 10 days of delivery Buyer shall issue to Seller Buyer's acknowledgment of the receipt of Goods.

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C. *Final Inspection*

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as required, and Seller has performed and completed all Special Services, Buyer will make a final inspection.

2. If, on the basis of the final inspection, Buyer determines that the Goods and Special Services are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods and Special Services, subject to any limitations stated in the notice.

3. If, on the basis of the final inspection, the Goods and Special Services are non-conforming, Buyer will identify the non-conformity in writing.

9.03 *Non-Conforming Goods and Special Services*

A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 9.04, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. *Buyer's Rejection of Non-Conforming Goods*

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Procurement Contract Times, remove and replace the rejected Goods.

2. Seller shall bear all costs, losses and damages attributable to the removal, replacement, reinspection, and retesting of the non-conforming Goods.

3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

C. *Buyer's Rejection of Non-Conforming Special Services*

1. If at any time Buyer elects to reject the Special Services in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Special Services.

2. Seller shall promptly provide conforming Special Services acceptable to Buyer.

3. If Seller fails to provide conforming Special Services, Buyer may remove the Special Services from the scope of the Procurement Contract, and equitably reduce the Procurement Contract Price.

D. *Remedying Non-Conforming Goods*: If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.

E. *Buyer's Acceptance of Non-Conforming Goods*: Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment,

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Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods.

F. *Seller Obligations*: Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations will include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.

G. *Buyer's Rejection of Conforming Goods*: If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

9.04 *Correction Period*

A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the acceptance of the Goods and Special Services in accordance with Paragraph 9.02.C.2.

B. Where non-conforming Goods and Services (and damage to other work resulting therefrom) have been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Goods and Services will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

C. Seller's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph may not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 10—ENGINEER'S STATUS

10.01 *Engineer's Role Defined*

A. Engineer will be Buyer's representative until assignment (if any) of the Procurement Contract.

B. The duties and responsibilities and the limitations of authority of Engineer prior to assignment, if any, of the Procurement Contract, are set forth in the Procurement Contract Documents.

C. Engineer's responsibilities, if any, after an assignment (if any) of the Procurement Contract, are set forth in the Procurement Agreement.

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10.02 *Duties and Responsibilities; Authority; Limitations*

A. As set forth in Article 3, Engineer will be the initial interpreter of the Procurement Contract Documents and judge of the acceptability of the Goods and Special Services, and will issue clarifications, interpretations, and decisions regarding such issues.

B. Acting on behalf of Buyer under the provisions of Article 9, Engineer has the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer also has the authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph 9.02, whether or not the Goods are fabricated or installed, or the Special Services are completed.

C. Engineer may authorize minor deviations or variations in the Procurement Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 7.06.A.3, or 2) a Field Order.

D. As set forth in Article 12, Engineer will review Claims, and render decisions on Claims.

E. In rendering any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, and judgments, Engineer will not show partiality to Buyer or Seller. Engineer will not be liable to Buyer, Seller, or others in connection with any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, or judgments conducted or rendered by Engineer in good faith.

F. Engineer will not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences, or procedures used by Seller to perform its obligations under this Procurement Contract, or the safety precautions and programs incident thereto, or for any failure of Seller to comply with Laws and Regulations applicable to the performance of its obligations. Engineer will not be responsible for Seller's failure to furnish the Goods and Special Services in accordance with the Procurement Contract Documents.

ARTICLE 11—CHANGES

11.01 *Amending and Supplementing the Procurement Contract*

A. The Procurement Contract may be amended or supplemented by a Change Order, a Change Directive, or a Field Order.

B. If an amendment or supplement to the Procurement Contract includes a change in the Procurement Contract Price or the Procurement Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Procurement Contract that involve (1) the conformance or acceptability of the Goods and Special Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Buyer and Seller may amend other terms and conditions of the Procurement Contract without the recommendation of the Engineer.

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11.02 *Change Orders*

A. Buyer and Seller shall execute appropriate Change Orders covering:

1. Changes in Procurement Contract Price or Procurement Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Goods and Special Services furnished in accordance with a Change Directive;

2. Changes in Procurement Contract Price resulting from a Buyer set-off, unless Seller has duly contested such set-off;

3. Changes in the Goods and Special Services which are: (a) ordered by Buyer pursuant to Paragraph 11.05, (b) required because of Buyer's acceptance of non-conforming Goods and Services under Paragraph 9.03 or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Goods and Special Services involves the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Change Directive; Article 12, Claims; and similar provisions.

B. If Buyer or Seller refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Change Directives*

A. A Change Directive will not change the Procurement Contract Price or the Procurement Contract Times but is evidence that the parties expect that the modification ordered or documented by a Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Change Directive's effect, if any, on the Procurement Contract Price and Procurement Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Procurement Contract Documents governing adjustments, expressly including Paragraph 11.08 regarding change of Procurement Contract Price.

B. If Buyer has issued a Change Directive and Buyer or Seller believes that an adjustment in Procurement Contract Times or Procurement Contract Price is necessary, then such party shall submit a Claim seeking such an adjustment no later than 30 days after the completion of the Goods and Services set out in the Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Goods and Services if the changes do not involve an adjustment in the Procurement Contract Price or the Procurement Contract Times and are compatible with the design concept as indicated by the Procurement Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Buyer and also on Seller, which shall perform the Goods and Special Services involved promptly.

B. If Seller believes that a Field Order justifies an adjustment in the Procurement Contract Price or Procurement Contract Times, then before proceeding with the Goods and Special Services at issue, Seller shall submit a Claim as provided herein.

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11.05 *Buyer-Authorized Changes in the Goods and Special Services*

A. Without invalidating the Procurement Contract and without notice to any surety, Buyer may, at any time or from time to time, order additions, deletions, or revisions in the Goods and Special Services. Changes involving the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Goods and Special Services may be accomplished by a Change Order, if Buyer and Seller have agreed as to the effect, if any, of the changes on Procurement Contract Times or Procurement Contract Price; or by a Change Directive. Upon receipt of any such document, Seller shall promptly proceed with the Goods and Special Services involved; or, in the case of a deletion in the Goods and Special Services, promptly cease activities with respect to such deletion. Added or revised Goods and Special Services must be performed under the applicable conditions of the Procurement Contract Documents.

11.06 *Buyer's Contingency Allowance*

A. The Buyer's Contingency Allowance, if any such is set forth in the Procurement Agreement, is for the sole use of Buyer to cover unanticipated costs.

B. If Buyer exercises its unilateral right to use all or a portion of the Buyer's Contingency Allowance, Buyer will issue a written directive that documents the costs to which the allowance is applied, Seller's entitlement to compensation, and the consequent reduction in such allowance.

C. Prior to final payment, the Total Price, as set forth in the Procurement Agreement, will be duly adjusted to account for any unused portion of the Buyer's Contingency Allowance.

D. The Procurement Agreement, Article 5, addresses the impact on Buyer's Contingency Allowance of an assignment of the Procurement Contract.

11.07 *Unauthorized Changes in the Goods and Special Services*

A. Seller shall not be entitled to an increase in the Procurement Contract Price or an extension of the Procurement Contract Times with respect to any work performed that is not required by the Procurement Contract Documents, as amended, modified, or supplemented.

11.08 *Change of Procurement Contract Price*

A. The Procurement Contract Price may only be changed by a Change Order. Any Claim for an adjustment of Procurement Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Procurement Contract Price will be determined as follows:

1. For changes in Unit Price Goods and Special Services, by application of the unit prices to the quantities of the items involved;

2. To the extent the cost of the change is not covered by unit prices, then by a mutually agreed lump sum; or

3. To the extent the cost of the change is not covered by unit prices and the parties do not reach mutual agreement to a lump sum, then on the basis of documented costs plus a Seller's fee for overhead and profit of 15%.

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11.09 *Change of Procurement Contract Times*

A. The Procurement Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Procurement Contract Times must comply with the provisions of Article 12.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Goods and Special Services or the provisions of the Procurement Contract (including, but not limited to, Procurement Contract Price or Procurement Contract Times), the giving of any such notice will be Seller's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION

12.01 *Claims*

A. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the Claims process, including the time periods established in this Paragraph 12.01; if so, a written record of such mutual agreement should be made and jointly executed.

B. Claimant shall deliver to Engineer and the other party to the Procurement Contract written notice of each Claim within 15 days after the occurrence of the event giving rise to the Claim.

C. Claimant shall deliver written supporting data to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time.

D. Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

E. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 12.01.D., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

F. The rendering of a decision by Engineer pursuant to this Paragraph 12.01 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Procurement Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter. If the exercise of such rights or remedies will imminently be time-barred, a party may take actions necessary to preserve such rights and remedies notwithstanding the lack of the condition precedent referred to in this paragraph.

G. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of Goods and Special Services under the Procurement Contract Documents, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, Addenda, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation. If Buyer and Seller

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are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Paragraph 12.02.

H. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 12.01, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02.

I. If Article 12 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 12, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.

J. No Claim for an adjustment in Procurement Contract Price or Procurement Contract Times will be valid if not submitted in accordance with Article 12.

K. The effect on Claims of an assignment of the Procurement Contract by Buyer to a Contractor/Assignee is addressed in the Procurement Agreement, Article 5.

12.02 *Dispute Resolution Method*

A. Either Buyer or Seller may initiate the mediation of (1) any Claim decided in writing by Engineer under Paragraph 12.01 before such decision becomes final and binding, or (2) any other dispute between the parties, including but not limited to any dispute arising after final inspection of the Goods and Services. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Procurement Contract. The request for mediation must be submitted in writing to the American Arbitration Association and the other party to the Procurement Contract. Timely submission of the request will stay Engineer's decision from becoming final and binding.

B. Mediation is a condition precedent to seeking final dispute resolution under Paragraph 12.01.C. Buyer and Seller shall participate in the mediation process in good faith. The process must be concluded within 60 days of filing of the request. The date of termination of the mediation will be determined by application of the mediation rules referenced above.

C. If the mediation process does not result in resolution of the dispute, then Engineer's written Claim decision under Paragraph 12.01.D or a Claim denial pursuant to Paragraph 12.01.E becomes final and binding, or if applicable such other dispute is deemed resolved in favor of respondent, unless, within 30 days after termination of the mediation, Buyer or Seller:

1. elects in writing to invoke any final dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim or dispute to another final dispute resolution process, or

3. if no final dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim

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or dispute to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 13—PAYMENT

13.01 *Applications for Progress Payments*

A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Procurement Contract Documents and also as Buyer or Engineer may reasonably require.

B. The timing and amounts of progress payments will be as stipulated in the Procurement Agreement.

C. Any Application for Payment that is based in whole or in part on the delivery of Goods must be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights.

D. Buyer shall notify Seller promptly of any deficiency in the required documentation.

13.02 *Review of Applications for Progress Payments*

A. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Buyer, based on Engineer's observations of Seller's progress, as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Goods and Special Services or other obligations of Seller have progressed to the point indicated;

   b. the quality of the Goods and Special Services or other obligations of Seller are generally in accordance with the Procurement Contract Documents; and

   c. the conditions precedent to Seller being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Seller's progress.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Goods and Special Services or other obligations of Seller have been exhaustive, extended to every aspect of the Goods and Special Services or other obligations of Seller in progress, or involved detailed inspections of the Goods and Special Services or other

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obligations of Seller beyond the responsibilities specifically assigned to Engineer in the Procurement Contract; or

b. there may not be other matters or issues between the parties that might entitle Seller to be paid additionally by Buyer, or entitle Buyer to withhold payment to Seller.

4. Neither Engineer's review of Seller's progress for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Seller's performance or furnishing of Goods and Special Services or other obligations of Seller; or

   b. for the means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or the safety precautions and programs incident thereto; or

   c. for Seller's failure to comply with Laws and Regulations applicable to Seller's performance under the Procurement Contract; or

   d. to make any examination to ascertain how or for what purposes Seller has used the money paid for the Procurement Contract Price; or

   e. to determine that title to any of the Goods or component parts have passed to Buyer free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Buyer stated in Paragraph 13.02.A.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Buyer from loss because:

   a. the Goods and Services are non-conforming, requiring correction or replacement;

   b. the Procurement Contract Price has been reduced by Change Orders;

   c. Buyer has been required to correct non-conforming Goods and Special Services in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E; or

   d. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Seller and therefore justify termination for cause under the Procurement Contract Documents.

13.03 *Basis and Amount of Progress Payments*

A. The basis and amounts of the progress payments will be as provided in the Procurement Agreement, subject to the provisions of this Article 13 regarding reductions in payment.

13.04 *Suspension of or Reduction in Payment*

A. Buyer may temporarily cease making progress payments, or reduce the amount of a progress payment, even though recommended for payment by Engineer, under the following circumstances:

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1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Procurement Contract Documents, and

2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Procurement Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.

3. In addition to any reductions in payment (set-offs) recommended by Engineer, Buyer is entitled to impose a set-off against payment based on any of the following:

    a. claims have been made against Buyer based on Seller's conduct in the performance or furnishing of the Goods and Special Services, or has incurred costs, losses, or damages resulting from Seller's conduct in the performance or furnishing of the Goods and Special Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

    b. Seller has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Point of Destination or the worksite;

    c. Seller has failed to provide and maintain required bonds or insurance;

    d. Buyer has incurred extra charges or engineering costs related to Submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

    e. the Goods and Special Services are non-conforming, requiring correction or replacement;

    f. Buyer has been required to correct non-conforming Goods and Special Services, in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E;

    g. the Procurement Contract Price has been reduced by Change Orders;

    h. an event that would constitute a default by Seller and therefore justify a termination for cause has occurred;

    i. liquidated or other damages have accrued as a result of Seller's failure to achieve Milestones, Substantial Completion, or final completion of the Goods and Special Services; or

    j. liens have been filed in connection with the Procurement Contract, except where Seller has delivered a specific bond satisfactory to Buyer to secure the satisfaction and discharge of such liens.

B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

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13.05 *Final Payment*

A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer and furnished all Special Services, Seller may submit its final Application for Payment following the procedures for progress payments.

B. The final Application for Payment will be accompanied by all documentation called for in the Procurement Contract Documents (including but not limited to all final operations and maintenance manuals, and any special warranties), a list of all unsettled Claims, and the written consent of surety to the making of final payment.

C. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Procurement Contract Documents, and that Seller has fulfilled all other obligations under the Procurement Contract Documents, then Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment subject to the provisions of Paragraph 13.02, and present the final Application for Payment to Buyer. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Buyer from loss for the reasons stated in Paragraph 13.02.

D. If Engineer does not recommend final payment, Engineer will return the final Application for Payment to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the final Application for Payment.

E. In support of its recommendation of final payment Engineer will also give written notice to Buyer and Seller that the Goods and Special Services are acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 13.06.

F. If the final Application for Payment and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, pursuant to the provisions of Paragraph 13.04.

G. Buyer will not make final payment, or return or release included retainage (if any) at any time, unless Seller submits written consent of the surety to such payment, return, or release.

13.06 *Waiver of Claims*

A. By making final payment, Buyer waives its claim or right to liquidated damages or other damages for late completion by Seller, except as set forth in an outstanding Claim, appeal, set-off, or express reservation of rights by Buyer. Buyer reserves all other claims or rights after final payment.

B. The acceptance of final payment by Seller will constitute a waiver by Seller of all claims and rights against Buyer other than those pending matters that have been duly submitted or appealed under the provisions of Article 12.

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ARTICLE 14—CANCELLATION, SUSPENSION, AND TERMINATION

14.01 *Cancellation*

A. Buyer has the right to cancel the Procurement Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph will not constitute a breach of contract by Buyer. Upon cancellation:

1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.

2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Procurement Contract Price of such Goods.

14.02 *Suspension of Performance by Buyer*

A. Buyer has the right to suspend performance of the Procurement Contract for up to 90 days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Procurement Contract Times and Procurement Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

14.03 *Suspension of Performance by Seller*

A. Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:

1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Procurement Contract; and

2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Procurement Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

14.04 *Breach and Termination*

A. *Buyer's Breach*

1. Seller shall have the right to terminate the Procurement Contract for cause by declaring a breach if Buyer fails to comply with any material provision of the Procurement Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.

2. If Seller believes Buyer is in breach of its obligations under the Procurement Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

B. *Seller's Breach*

1. Buyer may terminate Seller's right to perform the Procurement Contract for cause by declaring a breach should Seller fail to comply with any material provision of the

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Procurement Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.

2. In the event Buyer believes Seller is in breach of its obligations under the Procurement Contract, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

3. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 5.01, the notice and cure procedures of that bond, if any, will supersede the notice and cure procedures of Paragraph 14.04.B.2.

ARTICLE 15—MISCELLANEOUS

15.01 *Giving Notice*

A. Whenever any provision of the Procurement Contract requires the giving of written notice to Buyer, Seller, or Engineer, it will be deemed to have been validly given if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

15.02 *Controlling Law*

A. This Procurement Contract is to be governed by the law of the state in which the Goods are to be installed.

B. In the case of any conflict between the express terms of this Procurement Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Procurement Contract will apply.

15.03 *Computation of Time*

A. When any period of time is referred to in the Procurement Contract by number of days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

15.04 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Procurement Contract, and the provisions of this paragraph will be as effective as if repeated specifically in the Procurement Contract in connection with each particular duty, obligation, right, and remedy to which they apply.

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15.05 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Procurement Contract, as well as all continuing obligations indicated in the Procurement Contract, will survive final payment, completion, and acceptance of the Goods and Special Services or termination or completion of the Procurement Contract or of the services of Seller.

15.06 *Entire Agreement*

A. Buyer and Seller agree that this Procurement Contract is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Procurement Contract may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

15.07 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Procurement Contract.

15.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

15.09 *Successors and Assigns*

A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Contract.

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SUPPLEMENTARY CONDITIONS OF THE PROCUREMENT CONTRACT

These Supplementary Conditions amend or supplement EJCDC® P-700, Standard General Conditions of the Procurement Contract (2019). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 2—PRELIMINARY MATTERS

2.02 Copies of Documents

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Buyer shall furnish to Seller one fully signed counterpart of the Procurement Agreement).

ARTICLE 5—BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

SC-5.01 Add the following paragraphs immediately after Paragraph 5.01.A:

1. *Required Performance Bond Form*: The performance bond that Seller furnishes will be in the form of EJCDC® P-610, Performance Bond (2010 or 2019 edition).
2. *Required Payment Bond Form*: The payment bond that Contractor furnishes will be in the form of EJCDC® P-615, Payment Bond (2010 or 2019 edition).

5.02 *Insurance*

SC-5.02 Add the following new paragraphs immediately after Paragraph 5.02.E:

F. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller's furnishing of the Goods or Special Services and Seller's other obligations under the Procurement Contract Documents, whether the furnishing of Goods and Special Services or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to furnish the Goods and Special Services, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Seller's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Seller's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Seller, or (b) by any other person for any other reason;

5. claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

G. The policies of insurance so required by this Paragraph 5.02 to be purchased and maintained must:

1. with respect to insurance required by Paragraphs SC-5.02.F.3 through SC-5.02.F.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) Buyer, Engineer, and their consultants, all of whom must be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds must provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Seller's indemnity obligations under Paragraph 7.07;

5. contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder will provide a copy of the notice to the other party, each other insured, and Engineer;

6. remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing non-conforming Goods in accordance with Paragraph 9.03 and 9.04; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Seller shall furnish Buyer and each other additional insured identified in these Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Buyer and any such additional insured of continuation of such insurance at final payment and one year thereafter).

H. The limits of liability for the insurance required by Paragraph SC-5.02.F must provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs SC-5.02.F.1 and F.2:

Workers' Compensation and Related Policies	Policy limits of not less than
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	$1,000,000
Bodily injury by disease—aggregate	$1,000,000
Employer's Liability	
Each accident	Statutory
Each employee	Statutory
Policy limit	Statutory
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	$

2. Seller's General Liability under Paragraphs SC-5.02.F.3 through F.6 which must include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Seller:

Commercial General Liability	Policy limits of not less than
General Aggregate	$2,000,000
Products—Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$2,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000

3. Automobile Liability under Paragraph SC-5.02.F.6:

Automobile Liability	Policy limits of not less than
Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000

4. Professional Liability (if the Special Services include professional services):

Seller's Professional Liability	Policy limits of not less than
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

I. Seller shall deliver to Buyer, with copies to each additional insured identified in these Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Buyer or any other additional insured) which Seller is required to purchase and maintain.

ARTICLE 7—SELLER'S RESPONSIBILITIES

7.03 *Laws and Regulations*

SC-7.05 Add a new paragraph immediately after Paragraph 7.05.A:

B. Buyer is exempt from payment of sales and compensating use taxes of the State of **Wisconsin** and of cities and counties thereof on all materials and equipment to be incorporated into the Project facilities.

1. Buyer will furnish the required certificates of tax exemption to Seller with respect to materials and equipment to be incorporated into the Project facilities.

2. Buyer's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Seller, or to supplies or materials not incorporated into the Project facilities.

3. The Procurement Contract Price does not include the cost of sales or compensating use taxes to the extent such are exempted by this paragraph.

III

Res. No. ____ - 21 - 22. By Alderpersons Dekker and Perrella.
September 7, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Wheeler Lumber, LLC for the purchase of a prefabricated bridge to be installed in Evergreen Park.

WHEREAS, the City of Sheboygan has advertised for bids for the purchase of a prefabricated bridge to be installed in Evergreen Park; and

WHEREAS, one bid was received in response to that advertisement; and

WHEREAS, the bid was from Wheeler Lumber, LLC for $151,550.00; and

WHEREAS, the City Engineer has reviewed the bid and determined that the low bid met all of the specifications.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Wheeler Lumber, LLC for the purchase of a prefabricated bridge to be installed in Evergreen Park.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following account, upon the agreement being fully executed by all parties, to pay for the purchase pursuant to the terms of the agreement:

Account #26553000-631100 (Parks, Forestry & Open Space - Improvements other than Buildings)	$151,550.00

PW

_____

_____

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

AGREEMENT BETWEEN BUYER AND SELLER
FOR PROCUREMENT CONTRACT

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and

_____ ("Contractor").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 *Goods and Special Services*

A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows: Prefabricated Pedestrian Bridge

1.02 *The Project*

A. The Project, of which the Goods and Special Services are a part, is generally described as follows: Evergreen Park Pedestrian Bridge installation on trail construction.

1.03 *Engineer*

A. Buyer has prepared Procurement Contract Documents. Buyer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

1.04 *Point of Destination*

A. The Point of Destination is designated as: Evergreen Park (Area 5) , Sheboygan, WI

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 *Time of the Essence*

A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 *Schedule of Procurement Contract Times*

A. The following schedule sets forth the Procurement Contract Times:

Milestone	Date or Days	Notes
Submit Shop Drawings for Approval	4 weeks after Effective Date of Contract	
Deliver acceptable Goods to Point of Destination	14 weeks after approval of shop drawings	Delivery to be coordinated with chosen installation contractor.

2.03 *Shop Drawings and Samples*

A. *Submittal of Shop Drawings and Samples*: Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.

B. *Engineer's Review*: It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 14 days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 *Liquidated Damages*

A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer $295 for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods.

ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 *Procurement Contract Price and Total Price*

A. The Procurement Contract Price is comprised of the Lump Sum amounts set forth in the following paragraph.

B. Buyer shall pay Seller a Lump Sum of $_____ for furnishing the Goods and Special Services (other than any Unit Price Goods and Special Services) in accordance with the Procurement Contract Documents.

ARTICLE 4—PAYMENT PROCEDURES

4.01 *Submittal and Processing of Applications for Payment*

A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment*

A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

Payment Line Item (Lump Sum)	Percentage of Lump Sum
1. Receipt of Approval of Shop Drawings and Samples	15
2. Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents	80
3. Final Payment: Correction of non-conformities, submittal of warranties and other final documentation required by the Procurement Contract Documents.	5
Total Procurement Contract Price (Lump Sum)	100

B. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

4.03 *Interest*

A. All amounts not paid when due will bear interest as the rate of 0 percent per annum.

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

5.01 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

6.01 *List of Procurement Contract Documents*

A. The Procurement Contract Documents consist of the following:

1. This Procurement Agreement.
2. General Conditions of the Procurement Contract.
3. Supplementary Conditions of the Procurement Contract.

4. Procurement Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
5. Procurement Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
6. Addenda (not attached but incorporated by reference)
   a. Number **{Number}** dated **{Date}**.
   b. Number **{Number}** dated **{Date}**.
   c. Number **{Number}** dated **{Date}**.
7. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
8. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
   a. Change Orders;
   b. Change Directives; and
   c. Field Orders.

B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).

C. There are no Procurement Contract Documents other than those listed above.

D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Seller's Representations*

A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:

1. Seller has examined and carefully studied the Procurement Contract Documents.
2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.

4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.

5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.

6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.

7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

7.02 *Seller's Certifications*

A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

ARTICLE 8—CONFIDENTIALITY

Reserved

ARTICLE 9—MUTUAL WAIVER

9.01 *Mutual Waiver of Consequential Damages*

A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. If Buyer (Project Owner) assigns this Procurement Contract to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification,

(b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

(CONTINUED ON NEXT PAGE)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
City of Sheboygan

By: _____
(signature)

Name, Title: Ryan Sorenson, Mayor

Date: _____

Attest:

By: _____
(signature)

Name, Title: Meredith DeBruin, City Clerk

Date: _____

Signatures authorized pursuant to Res. ___-21-22.

Address for giving notices:
City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved as to form and Execution:

By: _____
(signature)

Name, Title: Charles C. Adams, City Attorney

Date: _____

CONTRACTOR:
{Contractor}_____

By: _____
(signature)

Name, Title: _____
(printed)

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

_____

_____

_____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE PROCUREMENT CONTRACT

Prepared By

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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STANDARD GENERAL CONDITIONS OF THE PROCUREMENT CONTRACT

TABLE OF CONTENTS

Page

Article 1— Definitions and Terminology 1
1.01 Defined Terms 1
1.02 Terminology 4
Article 2— Preliminary Matters 5
2.01 Delivery of Bonds and Evidence of Insurance 5
2.02 Copies of Documents 5
2.03 Electronic Transmittals 6
2.04 Preliminary Schedules 6
2.05 Preliminary Conference 6
2.06 Safety 6
Article 3— Procurement Contract Documents 7
3.01 Intent 7
3.02 Reference Standards 7
3.03 Reporting and Resolving Discrepancies 8
3.04 Requirements of the Procurement Drawings and Procurement Specifications 8
3.05 Reuse of Documents 9
Article 4— Commencement and Schedule 9
4.01 Commencement of Procurement Contract Times 9
4.02 Continuing Performance 9
4.03 Adjustments to Progress Schedule 9
4.04 Delays 10
Article 5— Bonds and Insurance 11
5.01 Performance, Payment, and Other Bonds 11
5.02 Insurance 12
5.03 Surety or Insurance Companies 12
Article 6— Licenses and Fees 12
6.01 Intellectual Property and License Fees 12
6.02 Seller's Infringement 13

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6.03 Buyer's Infringement 13
Article 7— Seller's Responsibilities 14
7.01 Performance of Obligations 14
7.02 Labor, Materials and Equipment 14
7.03 Laws and Regulations 14
7.04 "Or Equals" 15
7.05 Taxes 16
7.06 Submittals 16
7.07 Indemnification 18
7.08 Concerning Subcontractors and Suppliers 19
Article 8— Shipping and Delivery 19
8.01 Shipping 19
8.02 Delivery 19
8.03 Risk of Loss 19
Article 9— Buyer's Rights 20
9.01 Seller's Warranties and Guarantees 20
9.02 Inspections and Testing 21
9.03 Non-Conforming Goods and Special Services 22
9.04 Correction Period 23
Article 10— Engineer's Status 23
10.01 Engineer's Role Defined 23
10.02 Duties and Responsibilities; Authority; Limitations 24
Article 11— Changes 24
11.01 Amending and Supplementing the Procurement Contract 24
11.02 Change Orders 25
11.03 Change Directives 25
11.04 Field Orders 25
11.05 Buyer-Authorized Changes in the Goods and Special Services 26
11.06 Buyer's Contingency Allowance 26
11.07 Unauthorized Changes in the Goods and Special Services 26
11.08 Change of Procurement Contract Price 26
11.09 Change of Procurement Contract Times 27
11.10 Notification to Surety 27

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Article 12— Claims, Disputes, and Dispute Resolution 27
12.01 Claims 27
12.02 Dispute Resolution Method 28
Article 13— Payment 29
13.01 Applications for Progress Payments 29
13.02 Review of Applications for Progress Payments 29
13.03 Basis and Amount of Progress Payments 30
13.04 Suspension of or Reduction in Payment 30
13.05 Final Payment 32
13.06 Waiver of Claims 32
Article 14— Cancellation, Suspension, and Termination 33
14.01 Cancellation 33
14.02 Suspension of Performance by Buyer 33
14.03 Suspension of Performance by Seller 33
14.04 Breach and Termination 33
Article 15— Miscellaneous 34
15.01 Giving Notice 34
15.02 Controlling Law 34
15.03 Computation of Time 34
15.04 Cumulative Remedies 34
15.05 Survival of Obligations 35
15.06 Entire Agreement 35
15.07 No Waiver 35
15.08 Headings 35
15.09 Successors and Assigns 35

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ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Whenever used in the Procurement Bidding Requirements or Procurement Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated, which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Procurement Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Procurement Contract Documents.

2. *Application for Payment*—The document prepared by Seller, in a form acceptable to Buyer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Procurement Contract Documents.

3. *Bid*—An offer or proposal of a prospective Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.

4. *Bidder*—An individual or entity that, as a prospective Seller, submits a Bid to Buyer.

5. *Buyer*—The individual or entity purchasing the Goods and Special Services.

6. *Change Directive*—A written directive from Buyer to Seller issued on or after the Effective Date of the Procurement Contract, ordering an addition, deletion, or revision in the Goods and Special Services.

7. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Procurement Contract Documents or an adjustment in the Procurement Contract Price or the Procurement Contract Times, issued on or after the Effective Date of the Procurement Contract. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.

8. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Procurement Contract Price or Procurement Contract Times, or both, or other relief with respect to the terms of the Procurement Contract. A demand for money or services by a third party is not a Claim.

9. *Contractor/Assignee*—A construction contractor with which Project Owner enters into a construction contract, and to which Project Owner, as initial Buyer, assigns this Procurement Contract.

10. *Effective Date of the Procurement Contract*—The date indicated in the Procurement Agreement on which the Procurement Contract becomes effective.

11. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

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12. *Electronic Means*—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: the transmission or communication of Electronic Documents; the documentation of transmissions, including sending and receipt; printing of the transmitted Electronic Document by the recipient; the storage and archiving of the Electronic Document by sender and recipient; and the use by recipient of the Electronic Document for purposes permitted by this Procurement Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

13. *Engineer*—The individual or entity designated as such in the Procurement Agreement.

14. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services, but which does not involve a change in the Procurement Contract Price or Procurement Contract Times.

15. *Goods*—The tangible and movable personal property that is described in the Procurement Contract Documents, regardless of whether the property is to be later attached to realty.

16. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.

17. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

18. *Milestone*—A principal event specified in the Procurement Contract that Seller must attain by the date or within the number of days indicated, including but not limited to the delivery of the Goods and the furnishing of Special Services.

19. *Notice of Award*—The written notice, by Buyer to a Bidder, of Buyer's acceptance of the Bid.

20. *Point of Destination*—The specific address of the location where delivery of the Goods will be made, as stated in the Procurement Agreement.

21. *Procurement Agreement*—The written instrument, executed by Buyer and Seller, that sets forth the Procurement Contract Price and Procurement Contract Times, identifies the parties and the Engineer, and designates the specific items that are Procurement Contract Documents.

22. *Procurement Bidding Documents*—The Procurement Bidding Requirements and the proposed Procurement Contract Documents (including all Addenda).

23. *Procurement Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.

24. *Procurement Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services.

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25. *Procurement Contract Documents*—Those items so designated in the Procurement Agreement, and which together comprise the Procurement Contract. Shop Drawings and other Seller submittals are not Procurement Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.

26. *Procurement Contract Price*—The money that Buyer has agreed to pay Seller for furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.

27. *Procurement Contract Times*—The times stated in the Procurement Agreement by which the Goods must be delivered, Special Services must be furnished, and other Milestones must be attained.

28. *Procurement Drawings*—That part of the Procurement Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Procurement Drawings as so defined.

29. *Procurement Specifications*—That part of the Procurement Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.

30. *Project*—The total undertaking to be accomplished for Project Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Goods and Special Services are a part.

31. *Project Owner*—The entity that has retained (or will retain) engineers, contractors, and others for the planning, study, design, construction, testing, commissioning, and start-up of facilities and improvements. As of the Effective Date of the Procurement Contract, the Project Owner is the Buyer.

32. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.

33. *Schedule of Submittals*—A schedule, prepared and maintained by Seller, of required Submittals and the time requirements for Engineer's review of the Submittals.

34. *Seller*—The individual or entity furnishing the Goods and Special Services.

35. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services. Shop Drawings, whether approved or not, are not Procurement Drawings and are not Procurement Contract Documents.

36. *Special Services*—Services to be performed by Seller (or its agents or subcontractors) in association with the Goods to be furnished by Seller, as required by the Procurement Contract Documents.

37. *Submittal*—A written or graphic document, prepared by or for Seller, which the Procurement Contract Documents require Seller to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals

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may include Shop Drawings and Samples; schedules; product data; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or site quality-control testing and inspections; warranties and certifications; suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; record documents; and other such documents required by the Procurement Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Procurement Contract Documents. Change proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. *Successful Bidder*—The Bidder whose Bid the Buyer accepts, and to which Buyer makes an award of the Procurement Contract.

39. *Supplementary Conditions*—The part of the Procurement Contract that amends or supplements these General Conditions.

40. *Unit Price Goods and Special Services*—Goods and Special Services to be paid for on the basis of unit prices (if any).

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Procurement Contract Documents.

B. *Intent of Certain Terms or Adjectives*

1. The Procurement Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Procurement Contract Documents and conformance with the design concept of the completed Project as a functioning whole, as shown or indicated in the Procurement Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective will not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Procurement Contract Documents.

2. The word "non-conforming" when modifying the words "Goods and Special Services," "Goods," or "Special Services," refers to Goods and Special Services that are unsatisfactory, faulty, or deficient in that they:

a. do not conform to or comply with the requirements of the Procurement Contract Documents;

b. do not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Procurement Contract Documents; or

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c. in the case of Special Services, have not been completed.

3. The word "receipt" when referring to the Goods, means the physical taking and possession by the Buyer under the conditions specified in Paragraph 9.02.B.2.

4. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

5. The word "furnish," when used in connection with the Goods and Special Services means to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Procurement Contract Documents.

C. *Procurement Contract Price or Procurement Contract Times*: References to a change in "Procurement Contract Price or Procurement Contract Times" or "Procurement Contract Times or Procurement Contract Price" or similar, indicate that such change applies to (1) Procurement Contract Price, (2) Procurement Contract Times, or (3) both Procurement Contract Price and Procurement Contract Times, as warranted, even if the term "or both" is not expressed.

D. Unless stated otherwise in the Procurement Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Procurement Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Seller delivers the executed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer the performance bond and payment bond (if the Procurement Contract requires Seller to furnish such bonds).

B. *Evidence of Seller's Insurance*: When Seller delivers the signed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer, with copies to each additional insured (as identified in the Procurement Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Seller in accordance with Article 5. Evidence of insurance to be obtained at a later date, such as insurance relating to transit or storage of the Goods, will be provided to Buyer at the time of such insurance is obtained.

C. *Evidence of Buyer's Insurance*: After receipt of the signed counterparts of the Procurement Agreement and all required bonds and insurance documentation, Buyer shall promptly deliver to Seller, with copies to each additional insured (as identified in the Procurement Contract), certificates and other evidence of insurance (if any) required to be provided by Buyer.

2.02 *Copies of Documents*

A. Buyer shall furnish to Seller four printed copies of the Procurement Contract (including one fully executed counterpart of the Procurement Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

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2.03 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Procurement Contract, the Buyer, Seller, and Engineer may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Procurement Contract does not establish protocols for Electronic Means, then Buyer, Seller, and Engineer shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

2.04 *Preliminary Schedules*

A. Within 15 days after the Effective Date of the Procurement Contract, Seller shall submit to Buyer and Engineer for timely review:

1. a progress schedule of activities, consistent with the Procurement Contract Times, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Procurement Contract Documents.

a. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the Submittals, tests, and deliveries to completion within the specified Milestones of the Procurement Contract Times.

b. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of Seller's performance of its obligations under the Procurement Contract, nor interfere with or relieve Seller from Seller's full responsibility therefor.

c. Such acceptance will not be deemed as an acknowledgment of the reasonableness and attainability of the schedule.

2. a preliminary schedule of Submittals.

B. No progress payment will be made to Seller until an acceptable progress schedule and acceptable schedule of Submittals are submitted to Buyer and Engineer (and other conditions applicable to progress payments are met).

2.05 *Preliminary Conference*

A. Within 20 days after the Procurement Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedules referred to in Paragraph 2.04.A, procedures for handling Shop Drawings and other Submittals, processing Applications for Payment, and maintaining required records.

2.06 *Safety*

A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, and to the protection of persons or property from damage, injury, or loss.

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B. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.

C. If Buyer or its representatives visit the Seller's manufacturing or storage facilities, for testing, inspection, or other purposes, Seller shall inform Buyer in advance of any safety preparations, standards, or programs with which Buyer and its representatives must comply.

ARTICLE 3—PROCUREMENT CONTRACT DOCUMENTS

3.01 *Intent*

A. The Procurement Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Procurement Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.

C. Unless otherwise stated in the Procurement Contract Documents, if there is a discrepancy between the electronic or digital versions of the Procurement Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version will govern.

D. The Procurement Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Procurement Contract Documents, as provided in Paragraph 3.04.

F. Any provision or part of the Procurement Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Buyer and Seller.

3.02 *Reference Standards*

A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, means the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Procurement Agreement if there were no Bids), except as may be otherwise specifically stated in the Procurement Contract Documents.

B. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a supplier, will be effective to change the duties or responsibilities of Buyer, Seller, or Engineer from those set forth in the part of the Procurement Contract Documents prepared by or for Engineer. No such provision or instruction will be effective to assign to Buyer or Engineer any duty or authority to supervise or direct the performance of Seller's obligations, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Procurement Contract Documents prepared by or for Engineer.

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3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Seller's Review of Procurement Contract Documents*: If, before or during the performance of Seller's obligations, Seller discovers any conflict, error, ambiguity, or discrepancy within the Procurement Contract Documents, or between the Procurement Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any supplier to Seller, then Seller shall promptly report it to Engineer (or if the Procurement Contract is assigned, then directly to Contractor/Assignee) in writing. Seller shall not proceed with the Goods and Special Services affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer (or if the Procurement Contract is assigned, then by Contractor/Assignee) or by an amendment or supplement to the Procurement Contract Documents issued pursuant to Article 11.

2. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Procurement Contract Documents unless Seller had actual knowledge thereof.

B. *Resolving Discrepancies*: Except as may be otherwise specifically stated in the Procurement Contract Documents, the provisions of the Procurement Contract Documents will take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Procurement Contract Documents and:

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Procurement Contract Documents); or

2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Procurement Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Procurement Drawings and Procurement Specifications*

A. During the performance of Seller's obligations and until final payment, Seller and Buyer shall submit to the Engineer all matters in question concerning the requirements of the Procurement Drawings and Procurement Specifications (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Goods and Special Services, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Procurement Drawings and Procurement Specifications, and judge of the acceptability of the Goods and Special Services thereunder.

1. After assignment (if any) Seller shall submit such matters directly to Contractor/Assignee for response or administration, and the Procurement Contract provisions in Paragraphs 3.04.B and C will not apply.

B. Engineer will issue with reasonable promptness a written clarification, interpretation, or decision on the issue submitted, and if necessary, initiate an amendment or supplement to the Procurement Drawings or Procurement Specifications. Engineer's written clarification, interpretation, or decision will be consistent with the overall intent of the Procurement Contract Documents, and will be final and binding on Seller and Buyer. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the

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Procurement Contract Price or Procurement Contract Times, either may make a Claim for such adjustment as provided in Article 12.

C. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of the Goods and Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation.

3.05 *Reuse of Documents*

A. Seller and its subcontractors and suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Procurement Drawings, Procurement Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Procurement Drawings, Procurement Specifications, other documents, or copies thereof, on extensions of the Project or any other project, without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Procurement Contract Documents, reuse any such Procurement Contract Documents for any purpose without Buyer's express written consent, or violate any copyrights pertaining to such Procurement Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Procurement Contract. Nothing herein precludes Seller from retaining copies of the Procurement Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND SCHEDULE

4.01 *Commencement of Procurement Contract Times*

A. The Procurement Contract Times will commence to run on the Effective Date of the Procurement Contract.

4.02 *Continuing Performance*

A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.04.A., as duly adjusted, and the Goods will be delivered and the Special Services furnished within the Procurement Contract Times.

B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services will be delayed or postponed pending resolution of any disputes or disagreements, except as expressly permitted herein, or as Buyer and Seller may otherwise agree in writing.

4.03 *Adjustments to Progress Schedule*

A. The progress schedule established in accordance with Paragraph 2.04 may be adjusted from time to time as provided below.

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1. Seller shall submit to Buyer for acceptance (to the extent indicated in Paragraph 2.04) proposed adjustments in the progress schedule that will not result in changing the Procurement Contract Times. Such adjustments will comply with any applicable provisions of the Procurement Specifications.

2. Proposed adjustments in the progress schedule that will change the Procurement Contract Times must be submitted in accordance with the requirements of Article 11. Adjustments in Procurement Contract Times may only be made by a Change Order.

4.04 *Delays*

A. If Buyer, Engineer, or anyone for whom Buyer is responsible, delays, disrupts, or interferes with Seller's performance or progress, then Seller shall be entitled to an equitable adjustment in Procurement Contract Price or Procurement Contract Times.

B. Seller shall not be entitled to an adjustment in Procurement Contract Price or Procurement Contract Times for delay, disruption, or interference caused by or within the control of Seller or anyone for whom Seller is responsible.

C. If Seller's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Buyer, Seller, and those for which they are responsible, then Seller shall be entitled to an equitable adjustment in Procurement Contract Times. Such an adjustment will be Seller's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Procurement Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. inspection delays by governmental authorities, and custom delays;

4. international shipping delays;

5. acts or failures to act of third-party entities; and

6. acts of war or terrorism.

D. *Adjustments of Procurement Contract Times or Procurement Contract Price—General Provisions*: Seller's entitlement to an adjustment of Procurement Contract Times or Procurement Contract Price is limited as follows:

1. Seller's entitlement to an adjustment of the Procurement Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of Seller's obligations, as of the time of the delay, disruption, or interference.

2. Seller shall not be entitled to an adjustment in Procurement Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Seller. Such a concurrent delay by Seller does not preclude an adjustment of Procurement Contract Times to which Seller is otherwise entitled.

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3. Adjustments of Procurement Contract Times or Procurement Contract Price are subject to the provisions of Articles 11 and 12.

E. Each Seller request seeking a delay-related increase in Procurement Contract Times or Procurement Contract Price must be supplemented by supporting data that sets forth in detail the following: (1) the circumstances that form the basis for the requested adjustment; (2) the date upon which each cause of delay, disruption, or interference began to affect Seller's progress; (3) the date upon which each cause of delay, disruption, or interference ceased to affect Seller's progress; (4) the number of days' increase in Procurement Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and (5) the impact on Procurement Contract Price. Seller shall also furnish such additional supporting documentation as Buyer or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion.

ARTICLE 5—BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Seller shall furnish a performance bond and a payment bond, each in an amount at least equal to the Procurement Contract Price, as security for the faithful performance and payment of Seller's obligations under the Procurement Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 9.04, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Procurement Contract.

B. Seller shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Procurement Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Buyer prior to execution of the Procurement Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Seller shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Seller is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements of this Procurement Contract.

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F. If Seller has failed to obtain a required bond, Buyer may exercise Buyer's termination rights under Article 14.

G. Upon request to Buyer from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Buyer shall provide a copy of the payment bond to such person or entity.

H. Upon request to Seller from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Seller shall provide a copy of the payment bond to such person or entity.

5.02 *Insurance*

A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.

B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided will not be construed as a waiver of Seller's obligation to maintain such insurance.

C. Upon assignment of this Procurement Contract, Seller shall name the Contractor/Assignee as an additional insured and comply with the written request of Contractor/Assignee to provide evidence of insurance.

D. Buyer does not represent that insurance coverage and limits established in this Procurement Contract necessarily will be adequate to protect Seller.

E. The insurance and insurance limits required herein will not be deemed as a limitation on Seller's liability under the indemnities and other rights granted to Buyer in the Procurement Contract.

5.03 *Surety or Insurance Companies*

A. All bonds and insurance required by the Procurement Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies must also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

ARTICLE 6—LICENSES AND FEES

6.01 *Intellectual Property and License Fees*

A. Except to the extent stated elsewhere in the Procurement Contract Documents, Seller is not transferring any patent rights, copyrights, or other intellectual property rights for the Goods delivered.

B. To the extent Seller is manufacturing to Buyer's design, Buyer retains all patent rights, copyrights, and other intellectual property rights in such design.

C. If an invention, design, process, product, or device is specified in the Procurement Contract Documents for incorporation in the Goods or for the performance of Special Services, and if, to the actual knowledge of Buyer or Engineer, its use is subject to patent rights, copyrights,

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or other intellectual property rights calling for the payment of a license fee or royalty to others, then the existence of such rights and payment obligations will be disclosed to Seller in the Procurement Contract Documents.

D. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Procurement Contract Documents.

6.02 *Seller's Infringement*

A. Subject to Paragraph 6.01, to the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any patent, copyright, or other intellectual property right by any of the Goods as delivered or Special Services as performed.

B. Buyer will promptly notify Seller in writing of any claim, suit, or threat of suit by a third party for any infringement or alleged infringement of any patent, copyright, or other intellectual property right with respect to the Goods as delivered or Special Services as performed.

C. Seller shall promptly defend or settle the claim or suit. Seller shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.

1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound, in any subsequent suit or claim against Seller by Buyer, by any factual determination in the prior suit or claim.

2. If Buyer fails to provide Seller the opportunity to defend such suit or claim, Buyer shall be barred from any remedy against Seller for such suit or claim.

D. If a determination is made that Seller has infringed upon the intellectual property rights of another, Seller may, at Seller's own expense, obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction, consistent with the requirements of the Procurement Contract Documents, to avoid the infringement.

6.03 *Buyer's Infringement*

A. Subject to Paragraph 6.01, and to the fullest extent permitted by Laws and Regulations, Buyer shall be responsible to Seller for any infringement or alleged infringement of any patent, copyright, or other intellectual property right caused by Seller's compliance with the Procurement Drawings or Procurement Specifications, and will reimburse Seller for any license fee or royalties paid by Seller to others if such payment resulted from any invention, design, process, product, or device specified to be furnished or performed in the Procurement Drawings or Procurement Specifications, but not identified as being subject to payment of such license fee or royalty.

B. Seller will promptly notify Buyer in writing of any claim, suit, or threat of suit by a third party for intellectual property infringement arising from Seller's compliance with the Procurement Drawings or Procurement Specifications.

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C. Buyer shall defend or settle the claim or suit. Buyer shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.

1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound, in any subsequent suit or claim against Buyer by Seller, by any factual determination in the prior suit or claim.

2. If Seller fails to provide Buyer the opportunity to defend such suit or claim, Seller shall be barred from any remedy against Buyer for such suit or claim.

ARTICLE 7—SELLER'S RESPONSIBILITIES

7.01 *Performance of Obligations*

A. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Procurement Contract Documents.

B. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Procurement Contract Documents.

C. Seller shall coordinate the provision of Special Services to avoid or limit interference or disruption of other activities at the location where the Special Services are to occur, including but not limited to ongoing facility operations and construction activities.

7.02 *Labor, Materials and Equipment*

A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Procurement Contract.

B. All Goods, and all equipment and material incorporated into the Goods, must be as specified, and unless specified otherwise in the Procurement Contract Documents, must be:

1. new, and of good quality;

2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer's instructions; and

3. shop-assembled to the greatest extent practicable.

7.03 *Laws and Regulations*

A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Procurement Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller's compliance with any Laws or Regulations.

B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It will not be Seller's responsibility to make certain

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that the Procurement Specifications and Procurement Drawings are in accordance with Laws and Regulations, but this provision will not relieve Seller of Seller's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Procurement Contract if there were no Bids) that have a direct effect on the cost or time of Seller's performance will be the subject of an adjustment in Procurement Contract Price or Procurement Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Article 12.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment to be incorporated into the Goods is specified or described in the Procurement Contract Documents by using the names of one or more proprietary items or specific suppliers or manufacturers, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.

1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or equal" item.

2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; 3) it has an acceptable record of performance and availability of responsive service; and (4) Seller certifies that if approved: a) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and b) the proposed item will conform substantially to the detailed requirements of the item named in the Procurement Contract Documents.

B. *Engineer's Evaluation*: Engineer will be allowed a reasonable time within which to evaluate each proposal or Submittal made pursuant to Paragraph 7.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or Submittal. No "or equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Procurement Contract Documents.

C. *Special Guarantee*: Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."

D. *Data*: Seller shall provide all data in support of any such proposed "or equal" at Seller's expense.

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7.05 *Taxes*

A. Seller shall pay all taxes and duties arising out of the sale of the Goods and the performance of Special Services. All taxes and duties are included in the Procurement Contract Price, except as noted in the Supplementary Conditions.

7.06 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Seller shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Procurement Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal; and

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of Seller's obligations.

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Seller has satisfied its obligations under the Procurement Contract Documents with respect to Seller's review of that Submittal, and that Seller approves the Submittal.

3. With each Shop Drawing or Sample, Seller shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Procurement Contract Documents. This notice will be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Seller shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Seller shall submit the number of copies required in the Procurement Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.06.C.

2. *Samples*

a. Seller shall submit the number of Samples required in the Procurement Specifications.

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b. Seller shall clearly identify each Sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.06.C.

3. Where a Shop Drawing or Sample is required by the Procurement Contract Documents or the Schedule of Submittals, any related work performed by Seller prior to Engineer's review and approval of the pertinent Submittal will be at the sole expense and responsibility of Seller.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Goods, comply with the requirements of the Procurement Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Procurement Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for any variation from the requirements of the Procurement Contract Documents unless Seller has complied with the requirements of Paragraph 7.06.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Procurement Contract Documents in a Field Order or other appropriate Procurement Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for complying with the requirements of Paragraphs 7.06.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Procurement Contract Documents, will not, under any circumstances, change the Procurement Contract Times or Procurement Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing or Sample will result in such item becoming a Procurement Contract Document.

8. Seller shall furnish Goods that comply with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.06.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review

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and approval. Seller shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Seller shall furnish required Shop Drawing and Sample Submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Seller shall be responsible for Engineer's charges to Buyer for such time. Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges.

3. If Seller requests a change of a previously approved Shop Drawing or Sample, Seller shall be responsible for Engineer's charges to Buyer for its review time, and Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges, unless the need for such change is beyond the control of Seller.

E. *Submittals Other than Shop Drawings and Samples*

1. The following provisions apply to all Submittals other than Shop Drawings and Samples:

a. Seller shall submit all such Submittals to the Engineer in accordance with the schedule of Submittals and pursuant to the applicable terms of the Procurement Contract Documents.

b. Engineer will provide timely review of all such Submittals in accordance with the schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Procurement Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Seller shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.04 and 2.05.

7.07 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, Project Owner, and any assignee of Buyer, including Contractor/Assignee, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Seller's obligations under the Procurement Contract, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.

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B. In any and all claims against Buyer, Engineer, Project Owner, or any assignee of Buyer, including Contractor/Assignee, or their officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.07.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.08 *Concerning Subcontractors and Suppliers*

A. Seller may retain subcontractors and suppliers for the performance of parts of the furnishing of the Goods and Special Services. The Seller's retention of a subcontractor or supplier will not relieve Seller's obligation to Buyer to perform and complete the furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.

ARTICLE 8—SHIPPING AND DELIVERY

8.01 *Shipping*

A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling, and all other costs associated with shipment and delivery.

8.02 *Delivery*

A. Seller shall deliver the Goods free on board (FOB) to the Point of Destination, freight prepaid, in accordance with the Procurement Contract Times set forth in the Procurement Agreement, or other date agreed to by Buyer and Seller.

B. At least 10 days before shipment, Seller shall provide written notice to Buyer of the manner of shipment and the anticipated delivery date. The notice must also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours' notice by telephone prior to the anticipated time of delivery.

C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.

D. Buyer will assure that adequate facilities are available to receive delivery of the Goods at the time established for delivery, or on another date agreed to by Buyer and Seller.

E. No partial deliveries will be allowed, unless permitted or required by the Procurement Contract Documents or agreed to in writing by Buyer.

F. Provisions governing inspection on delivery are set forth in Paragraph 9.02.

8.03 *Risk of Loss*

A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.

B. Notwithstanding the provisions of Paragraph 8.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods will remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected Goods remain at the Point of

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Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

ARTICLE 9—BUYER'S RIGHTS

9.01 *Seller's Warranties and Guarantees*

A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed will be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.

B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Procurement Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Procurement Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods must comply with the requirements of Paragraph 7.02.B.

C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller;

2. excessive corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Procurement Contract Documents and the Procurement Contract Documents required the Goods to withstand such conditions;

3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or

4. normal wear and tear under normal usage.

D. Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents will be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents:

1. observations by Buyer, Engineer, or Project Owner;

2. recommendation by Engineer or payment by Buyer of any progress or final payment;

3. use of the Goods by Buyer or Project Owner;

4. any acceptance by Buyer, Engineer, or Project Owner, or any failure to do so;

5. the end of the correction period established in Paragraph 9.04;

6. the issuance of a notice of acceptance;

7. any inspection, test or approval by others; or

8. any correction of non-conforming Goods and Special Services by Buyer or Project Owner.

E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.

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9.02 *Inspections and Testing*

A. *General Provisions*

1. The Procurement Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.

2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Procurement Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.

3. Buyer shall bear all expenses of inspections and tests that are not specified in the Procurement Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 9.03); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.

4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Procurement Contract Documents specify are to be observed by Buyer prior to shipment.

5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination, and a representative of Seller will attend such tests, inspections, and approvals.

6. If, on the basis of inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 9.03.

7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections, will constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Procurement Contract.

B. *Visual Inspection on Delivery*

1. Buyer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods, general verification of quantities, and observation of apparent condition. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.

2. If, on the basis of the visual inspection specified in Paragraph 9.02.B.1, the Goods appear to comply with the requirements of the Procurement Contract Documents as to quantities and condition, then within 10 days of delivery Buyer shall issue to Seller Buyer's acknowledgment of the receipt of Goods.

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C. *Final Inspection*

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as required, and Seller has performed and completed all Special Services, Buyer will make a final inspection.

2. If, on the basis of the final inspection, Buyer determines that the Goods and Special Services are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods and Special Services, subject to any limitations stated in the notice.

3. If, on the basis of the final inspection, the Goods and Special Services are non-conforming, Buyer will identify the non-conformity in writing.

9.03 *Non-Conforming Goods and Special Services*

A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 9.04, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. *Buyer's Rejection of Non-Conforming Goods*

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Procurement Contract Times, remove and replace the rejected Goods.

2. Seller shall bear all costs, losses and damages attributable to the removal, replacement, reinspection, and retesting of the non-conforming Goods.

3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

C. *Buyer's Rejection of Non-Conforming Special Services*

1. If at any time Buyer elects to reject the Special Services in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Special Services.

2. Seller shall promptly provide conforming Special Services acceptable to Buyer.

3. If Seller fails to provide conforming Special Services, Buyer may remove the Special Services from the scope of the Procurement Contract, and equitably reduce the Procurement Contract Price.

D. *Remedying Non-Conforming Goods*: If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.

E. *Buyer's Acceptance of Non-Conforming Goods*: Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment,

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Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods.

F. *Seller Obligations*: Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations will include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.

G. *Buyer's Rejection of Conforming Goods*: If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

9.04 *Correction Period*

A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the acceptance of the Goods and Special Services in accordance with Paragraph 9.02.C.2.

B. Where non-conforming Goods and Services (and damage to other work resulting therefrom) have been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Goods and Services will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

C. Seller's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph may not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 10—ENGINEER'S STATUS

10.01 *Engineer's Role Defined*

A. Engineer will be Buyer's representative until assignment (if any) of the Procurement Contract.

B. The duties and responsibilities and the limitations of authority of Engineer prior to assignment, if any, of the Procurement Contract, are set forth in the Procurement Contract Documents.

C. Engineer's responsibilities, if any, after an assignment (if any) of the Procurement Contract, are set forth in the Procurement Agreement.

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10.02 *Duties and Responsibilities; Authority; Limitations*

A. As set forth in Article 3, Engineer will be the initial interpreter of the Procurement Contract Documents and judge of the acceptability of the Goods and Special Services, and will issue clarifications, interpretations, and decisions regarding such issues.

B. Acting on behalf of Buyer under the provisions of Article 9, Engineer has the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer also has the authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph 9.02, whether or not the Goods are fabricated or installed, or the Special Services are completed.

C. Engineer may authorize minor deviations or variations in the Procurement Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 7.06.A.3, or 2) a Field Order.

D. As set forth in Article 12, Engineer will review Claims, and render decisions on Claims.

E. In rendering any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, and judgments, Engineer will not show partiality to Buyer or Seller. Engineer will not be liable to Buyer, Seller, or others in connection with any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, or judgments conducted or rendered by Engineer in good faith.

F. Engineer will not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences, or procedures used by Seller to perform its obligations under this Procurement Contract, or the safety precautions and programs incident thereto, or for any failure of Seller to comply with Laws and Regulations applicable to the performance of its obligations. Engineer will not be responsible for Seller's failure to furnish the Goods and Special Services in accordance with the Procurement Contract Documents.

ARTICLE 11—CHANGES

11.01 *Amending and Supplementing the Procurement Contract*

A. The Procurement Contract may be amended or supplemented by a Change Order, a Change Directive, or a Field Order.

B. If an amendment or supplement to the Procurement Contract includes a change in the Procurement Contract Price or the Procurement Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Procurement Contract that involve (1) the conformance or acceptability of the Goods and Special Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Buyer and Seller may amend other terms and conditions of the Procurement Contract without the recommendation of the Engineer.

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11.02 *Change Orders*

A. Buyer and Seller shall execute appropriate Change Orders covering:

1. Changes in Procurement Contract Price or Procurement Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Goods and Special Services furnished in accordance with a Change Directive;

2. Changes in Procurement Contract Price resulting from a Buyer set-off, unless Seller has duly contested such set-off;

3. Changes in the Goods and Special Services which are: (a) ordered by Buyer pursuant to Paragraph 11.05, (b) required because of Buyer's acceptance of non-conforming Goods and Services under Paragraph 9.03 or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Goods and Special Services involves the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Change Directive; Article 12, Claims; and similar provisions.

B. If Buyer or Seller refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Change Directives*

A. A Change Directive will not change the Procurement Contract Price or the Procurement Contract Times but is evidence that the parties expect that the modification ordered or documented by a Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Change Directive's effect, if any, on the Procurement Contract Price and Procurement Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Procurement Contract Documents governing adjustments, expressly including Paragraph 11.08 regarding change of Procurement Contract Price.

B. If Buyer has issued a Change Directive and Buyer or Seller believes that an adjustment in Procurement Contract Times or Procurement Contract Price is necessary, then such party shall submit a Claim seeking such an adjustment no later than 30 days after the completion of the Goods and Services set out in the Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Goods and Services if the changes do not involve an adjustment in the Procurement Contract Price or the Procurement Contract Times and are compatible with the design concept as indicated by the Procurement Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Buyer and also on Seller, which shall perform the Goods and Special Services involved promptly.

B. If Seller believes that a Field Order justifies an adjustment in the Procurement Contract Price or Procurement Contract Times, then before proceeding with the Goods and Special Services at issue, Seller shall submit a Claim as provided herein.

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11.05 *Buyer-Authorized Changes in the Goods and Special Services*

A. Without invalidating the Procurement Contract and without notice to any surety, Buyer may, at any time or from time to time, order additions, deletions, or revisions in the Goods and Special Services. Changes involving the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Goods and Special Services may be accomplished by a Change Order, if Buyer and Seller have agreed as to the effect, if any, of the changes on Procurement Contract Times or Procurement Contract Price; or by a Change Directive. Upon receipt of any such document, Seller shall promptly proceed with the Goods and Special Services involved; or, in the case of a deletion in the Goods and Special Services, promptly cease activities with respect to such deletion. Added or revised Goods and Special Services must be performed under the applicable conditions of the Procurement Contract Documents.

11.06 *Buyer's Contingency Allowance*

A. The Buyer's Contingency Allowance, if any such is set forth in the Procurement Agreement, is for the sole use of Buyer to cover unanticipated costs.

B. If Buyer exercises its unilateral right to use all or a portion of the Buyer's Contingency Allowance, Buyer will issue a written directive that documents the costs to which the allowance is applied, Seller's entitlement to compensation, and the consequent reduction in such allowance.

C. Prior to final payment, the Total Price, as set forth in the Procurement Agreement, will be duly adjusted to account for any unused portion of the Buyer's Contingency Allowance.

D. The Procurement Agreement, Article 5, addresses the impact on Buyer's Contingency Allowance of an assignment of the Procurement Contract.

11.07 *Unauthorized Changes in the Goods and Special Services*

A. Seller shall not be entitled to an increase in the Procurement Contract Price or an extension of the Procurement Contract Times with respect to any work performed that is not required by the Procurement Contract Documents, as amended, modified, or supplemented.

11.08 *Change of Procurement Contract Price*

A. The Procurement Contract Price may only be changed by a Change Order. Any Claim for an adjustment of Procurement Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Procurement Contract Price will be determined as follows:

1. For changes in Unit Price Goods and Special Services, by application of the unit prices to the quantities of the items involved;

2. To the extent the cost of the change is not covered by unit prices, then by a mutually agreed lump sum; or

3. To the extent the cost of the change is not covered by unit prices and the parties do not reach mutual agreement to a lump sum, then on the basis of documented costs plus a Seller's fee for overhead and profit of 15%.

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11.09 *Change of Procurement Contract Times*

A. The Procurement Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Procurement Contract Times must comply with the provisions of Article 12.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Goods and Special Services or the provisions of the Procurement Contract (including, but not limited to, Procurement Contract Price or Procurement Contract Times), the giving of any such notice will be Seller's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION

12.01 *Claims*

A. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the Claims process, including the time periods established in this Paragraph 12.01; if so, a written record of such mutual agreement should be made and jointly executed.

B. Claimant shall deliver to Engineer and the other party to the Procurement Contract written notice of each Claim within 15 days after the occurrence of the event giving rise to the Claim.

C. Claimant shall deliver written supporting data to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time.

D. Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

E. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 12.01.D., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

F. The rendering of a decision by Engineer pursuant to this Paragraph 12.01 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Procurement Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter. If the exercise of such rights or remedies will imminently be time-barred, a party may take actions necessary to preserve such rights and remedies notwithstanding the lack of the condition precedent referred to in this paragraph.

G. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of Goods and Special Services under the Procurement Contract Documents, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, Addenda, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation. If Buyer and Seller

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are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Paragraph 12.02.

H. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 12.01, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02.

I. If Article 12 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 12, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.

J. No Claim for an adjustment in Procurement Contract Price or Procurement Contract Times will be valid if not submitted in accordance with Article 12.

K. The effect on Claims of an assignment of the Procurement Contract by Buyer to a Contractor/Assignee is addressed in the Procurement Agreement, Article 5.

12.02 *Dispute Resolution Method*

A. Either Buyer or Seller may initiate the mediation of (1) any Claim decided in writing by Engineer under Paragraph 12.01 before such decision becomes final and binding, or (2) any other dispute between the parties, including but not limited to any dispute arising after final inspection of the Goods and Services. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Procurement Contract. The request for mediation must be submitted in writing to the American Arbitration Association and the other party to the Procurement Contract. Timely submission of the request will stay Engineer's decision from becoming final and binding.

B. Mediation is a condition precedent to seeking final dispute resolution under Paragraph 12.01.C. Buyer and Seller shall participate in the mediation process in good faith. The process must be concluded within 60 days of filing of the request. The date of termination of the mediation will be determined by application of the mediation rules referenced above.

C. If the mediation process does not result in resolution of the dispute, then Engineer's written Claim decision under Paragraph 12.01.D or a Claim denial pursuant to Paragraph 12.01.E becomes final and binding, or if applicable such other dispute is deemed resolved in favor of respondent, unless, within 30 days after termination of the mediation, Buyer or Seller:

1. elects in writing to invoke any final dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim or dispute to another final dispute resolution process, or

3. if no final dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim

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or dispute to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 13—PAYMENT

13.01 *Applications for Progress Payments*

A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Procurement Contract Documents and also as Buyer or Engineer may reasonably require.

B. The timing and amounts of progress payments will be as stipulated in the Procurement Agreement.

C. Any Application for Payment that is based in whole or in part on the delivery of Goods must be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights.

D. Buyer shall notify Seller promptly of any deficiency in the required documentation.

13.02 *Review of Applications for Progress Payments*

A. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Buyer, based on Engineer's observations of Seller's progress, as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Goods and Special Services or other obligations of Seller have progressed to the point indicated;

   b. the quality of the Goods and Special Services or other obligations of Seller are generally in accordance with the Procurement Contract Documents; and

   c. the conditions precedent to Seller being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Seller's progress.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Goods and Special Services or other obligations of Seller have been exhaustive, extended to every aspect of the Goods and Special Services or other obligations of Seller in progress, or involved detailed inspections of the Goods and Special Services or other

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obligations of Seller beyond the responsibilities specifically assigned to Engineer in the Procurement Contract; or

b. there may not be other matters or issues between the parties that might entitle Seller to be paid additionally by Buyer, or entitle Buyer to withhold payment to Seller.

4. Neither Engineer's review of Seller's progress for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Seller's performance or furnishing of Goods and Special Services or other obligations of Seller; or

   b. for the means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or the safety precautions and programs incident thereto; or

   c. for Seller's failure to comply with Laws and Regulations applicable to Seller's performance under the Procurement Contract; or

   d. to make any examination to ascertain how or for what purposes Seller has used the money paid for the Procurement Contract Price; or

   e. to determine that title to any of the Goods or component parts have passed to Buyer free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Buyer stated in Paragraph 13.02.A.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Buyer from loss because:

   a. the Goods and Services are non-conforming, requiring correction or replacement;

   b. the Procurement Contract Price has been reduced by Change Orders;

   c. Buyer has been required to correct non-conforming Goods and Special Services in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E; or

   d. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Seller and therefore justify termination for cause under the Procurement Contract Documents.

13.03 *Basis and Amount of Progress Payments*

A. The basis and amounts of the progress payments will be as provided in the Procurement Agreement, subject to the provisions of this Article 13 regarding reductions in payment.

13.04 *Suspension of or Reduction in Payment*

A. Buyer may temporarily cease making progress payments, or reduce the amount of a progress payment, even though recommended for payment by Engineer, under the following circumstances:

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1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Procurement Contract Documents, and

2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Procurement Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.

3. In addition to any reductions in payment (set-offs) recommended by Engineer, Buyer is entitled to impose a set-off against payment based on any of the following:

    a. claims have been made against Buyer based on Seller's conduct in the performance or furnishing of the Goods and Special Services, or has incurred costs, losses, or damages resulting from Seller's conduct in the performance or furnishing of the Goods and Special Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

    b. Seller has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Point of Destination or the worksite;

    c. Seller has failed to provide and maintain required bonds or insurance;

    d. Buyer has incurred extra charges or engineering costs related to Submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

    e. the Goods and Special Services are non-conforming, requiring correction or replacement;

    f. Buyer has been required to correct non-conforming Goods and Special Services, in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E;

    g. the Procurement Contract Price has been reduced by Change Orders;

    h. an event that would constitute a default by Seller and therefore justify a termination for cause has occurred;

    i. liquidated or other damages have accrued as a result of Seller's failure to achieve Milestones, Substantial Completion, or final completion of the Goods and Special Services; or

    j. liens have been filed in connection with the Procurement Contract, except where Seller has delivered a specific bond satisfactory to Buyer to secure the satisfaction and discharge of such liens.

B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

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13.05 *Final Payment*

A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer and furnished all Special Services, Seller may submit its final Application for Payment following the procedures for progress payments.

B. The final Application for Payment will be accompanied by all documentation called for in the Procurement Contract Documents (including but not limited to all final operations and maintenance manuals, and any special warranties), a list of all unsettled Claims, and the written consent of surety to the making of final payment.

C. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Procurement Contract Documents, and that Seller has fulfilled all other obligations under the Procurement Contract Documents, then Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment subject to the provisions of Paragraph 13.02, and present the final Application for Payment to Buyer. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Buyer from loss for the reasons stated in Paragraph 13.02.

D. If Engineer does not recommend final payment, Engineer will return the final Application for Payment to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the final Application for Payment.

E. In support of its recommendation of final payment Engineer will also give written notice to Buyer and Seller that the Goods and Special Services are acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 13.06.

F. If the final Application for Payment and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, pursuant to the provisions of Paragraph 13.04.

G. Buyer will not make final payment, or return or release included retainage (if any) at any time, unless Seller submits written consent of the surety to such payment, return, or release.

13.06 *Waiver of Claims*

A. By making final payment, Buyer waives its claim or right to liquidated damages or other damages for late completion by Seller, except as set forth in an outstanding Claim, appeal, set-off, or express reservation of rights by Buyer. Buyer reserves all other claims or rights after final payment.

B. The acceptance of final payment by Seller will constitute a waiver by Seller of all claims and rights against Buyer other than those pending matters that have been duly submitted or appealed under the provisions of Article 12.

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ARTICLE 14—CANCELLATION, SUSPENSION, AND TERMINATION

14.01 *Cancellation*

A. Buyer has the right to cancel the Procurement Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph will not constitute a breach of contract by Buyer. Upon cancellation:

1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.

2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Procurement Contract Price of such Goods.

14.02 *Suspension of Performance by Buyer*

A. Buyer has the right to suspend performance of the Procurement Contract for up to 90 days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Procurement Contract Times and Procurement Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

14.03 *Suspension of Performance by Seller*

A. Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:

1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Procurement Contract; and

2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Procurement Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

14.04 *Breach and Termination*

A. *Buyer's Breach*

1. Seller shall have the right to terminate the Procurement Contract for cause by declaring a breach if Buyer fails to comply with any material provision of the Procurement Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.

2. If Seller believes Buyer is in breach of its obligations under the Procurement Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

B. *Seller's Breach*

1. Buyer may terminate Seller's right to perform the Procurement Contract for cause by declaring a breach should Seller fail to comply with any material provision of the

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Procurement Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.

2. In the event Buyer believes Seller is in breach of its obligations under the Procurement Contract, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

3. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 5.01, the notice and cure procedures of that bond, if any, will supersede the notice and cure procedures of Paragraph 14.04.B.2.

ARTICLE 15—MISCELLANEOUS

15.01 *Giving Notice*

A. Whenever any provision of the Procurement Contract requires the giving of written notice to Buyer, Seller, or Engineer, it will be deemed to have been validly given if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

15.02 *Controlling Law*

A. This Procurement Contract is to be governed by the law of the state in which the Goods are to be installed.

B. In the case of any conflict between the express terms of this Procurement Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Procurement Contract will apply.

15.03 *Computation of Time*

A. When any period of time is referred to in the Procurement Contract by number of days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

15.04 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Procurement Contract, and the provisions of this paragraph will be as effective as if repeated specifically in the Procurement Contract in connection with each particular duty, obligation, right, and remedy to which they apply.

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15.05 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Procurement Contract, as well as all continuing obligations indicated in the Procurement Contract, will survive final payment, completion, and acceptance of the Goods and Special Services or termination or completion of the Procurement Contract or of the services of Seller.

15.06 *Entire Agreement*

A. Buyer and Seller agree that this Procurement Contract is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Procurement Contract may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

15.07 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Procurement Contract.

15.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

15.09 *Successors and Assigns*

A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Contract.

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SUPPLEMENTARY CONDITIONS OF THE PROCUREMENT CONTRACT

These Supplementary Conditions amend or supplement EJCDC® P-700, Standard General Conditions of the Procurement Contract (2019). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 2—PRELIMINARY MATTERS

2.02 Copies of Documents

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Buyer shall furnish to Seller one fully signed counterpart of the Procurement Agreement).

ARTICLE 5—BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

SC-5.01 Add the following paragraphs immediately after Paragraph 5.01.A:

1. *Required Performance Bond Form*: The performance bond that Seller furnishes will be in the form of EJCDC® P-610, Performance Bond (2010 or 2019 edition).
2. *Required Payment Bond Form*: The payment bond that Contractor furnishes will be in the form of EJCDC® P-615, Payment Bond (2010 or 2019 edition).

5.02 *Insurance*

SC-5.02 Add the following new paragraphs immediately after Paragraph 5.02.E:

F. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller's furnishing of the Goods or Special Services and Seller's other obligations under the Procurement Contract Documents, whether the furnishing of Goods and Special Services or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to furnish the Goods and Special Services, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Seller's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Seller's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Seller, or (b) by any other person for any other reason;

5. claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

G. The policies of insurance so required by this Paragraph 5.02 to be purchased and maintained must:

1. with respect to insurance required by Paragraphs SC-5.02.F.3 through SC-5.02.F.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) Buyer, Engineer, and their consultants, all of whom must be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds must provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Seller's indemnity obligations under Paragraph 7.07;

5. contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder will provide a copy of the notice to the other party, each other insured, and Engineer;

6. remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing non-conforming Goods in accordance with Paragraph 9.03 and 9.04; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Seller shall furnish Buyer and each other additional insured identified in these Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Buyer and any such additional insured of continuation of such insurance at final payment and one year thereafter).

H. The limits of liability for the insurance required by Paragraph SC-5.02.F must provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs SC-5.02.F.1 and F.2:

Workers' Compensation and Related Policies	Policy limits of not less than
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	$1,000,000
Bodily injury by disease—aggregate	$1,000,000
Employer's Liability	
Each accident	Statutory
Each employee	Statutory
Policy limit	Statutory
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	$

2. Seller's General Liability under Paragraphs SC-5.02.F.3 through F.6 which must include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Seller:

Commercial General Liability	Policy limits of not less than
General Aggregate	$2,000,000
Products—Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$2,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000

3. Automobile Liability under Paragraph SC-5.02.F.6:

Automobile Liability	Policy limits of not less than
Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000

4. Professional Liability (if the Special Services include professional services):

Seller's Professional Liability	Policy limits of not less than
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

I. Seller shall deliver to Buyer, with copies to each additional insured identified in these Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Buyer or any other additional insured) which Seller is required to purchase and maintain.

ARTICLE 7—SELLER'S RESPONSIBILITIES

7.03 *Laws and Regulations*

SC-7.05 Add a new paragraph immediately after Paragraph 7.05.A:

B. Buyer is exempt from payment of sales and compensating use taxes of the State of **Wisconsin** and of cities and counties thereof on all materials and equipment to be incorporated into the Project facilities.

1. Buyer will furnish the required certificates of tax exemption to Seller with respect to materials and equipment to be incorporated into the Project facilities.

2. Buyer's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Seller, or to supplies or materials not incorporated into the Project facilities.

3. The Procurement Contract Price does not include the cost of sales or compensating use taxes to the extent such are exempted by this paragraph.

III

Res. No. ____ - 21 - 22. By Alderpersons Dekker and Perella.
September 7, 2021.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order to Industrial Marketing & Consulting for the purchase of a replacement street sweeper for the Public Works Department.

WHEREAS, it is anticipated that there will be funding for the purchase of a replacement street sweeper for the Public Works Department in the 2022 budget; and

WHEREAS, in light of the long lead time on street sweepers, it is desirable to place the order, and lock in the price, for the street sweeper in 2021, even though delivery will not occur until 2022; and

WHEREAS, City Staff has explored purchasing the street sweeper through a cooperative purchasing plan, but the City is able to obtain a better price by working directly with the street sweeper dealer assigned to this region; and

WHEREAS, the quote from the assigned dealer - Industrial Marketing & Consulting - which identifies all of the specifications of the street sweeper, is attached to this Resolution; and

WHEREAS, once the new street sweeper has been received, the street sweeper it is replacing will be put to public auction.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a standard City of Sheboygan Purchase Order to Industrial Marketing & Consulting for the purchase of one street sweeper that meets the specifications set forth in the attached quote.

BE IT FURTHER RESOLVED: That the Purchase Order issued to Industrial Marketing & Consulting shall include a non-appropriation clause.

PW

BE IT FURTHER RESOLVED: That in the 2022 calendar year, if sufficient funds are appropriated in the City's budget approved by the Council, the appropriate City officials are hereby authorized to draw funds in the amount of $291,750.00 for the purchase of the street sweeper. These funds shall be drawn from the Motor Vehicle Fund (Account No. 70136100-641400) in an amount not to exceed $291,750.00.

_____

_____

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

INDUSTRIAL MARKETING & CONSULTING
516 D AVENUE
GWINN, MI 49841
USA

Voice: 906-346-7888
Fax: 906-346-7578

QUOTATION

Quote Number: 022407
Quote Date: Aug 30, 2021
Page: 1

Quoted To:
CITY OF SHEBOYGAN PURCHASING DIVISION 828 CENTER AVE. SHEBOYGAN, WI 53081 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
SHE1	9/29/21	upon receipt	

Quantity	Item	Description	Unit Price	Amount
1.00	600000	2021 MODEL 600 TYMCO SWEEPER	146,750.00	146,750.00
2.00	600088	Floodlight-Incandescent (additional)	200.00	400.00
1.00	600054-C	REAR CAMERA/MONITOR SYSTEM...SINGLE VIEW WITH TWO ADDITIONAL CAMERAS.	2,000.00	2,000.00
1.00	600053	AUX. HYD. SYSTEM	1,100.00	1,100.00
1.00	600067	Sweeper Deluge System	1,000.00	1,000.00
1.00	600015-A	Extra Water Capacity; additional 110 gallons for a total of 330. Water pump standard 5GPM. Electric Type.	4,500.00	4,500.00
2.00	600022	G.B. TILT ADJUSTER	800.00	1,600.00
1.00	600002	Hydraulic Shut Off Valve	200.00	200.00
1.00	600007	Additional Water Spray Nozzle- Left Gutter Broom Nozzle	400.00	400.00
1.00	600007-A	Additional Water Spray Nozzle- Right Gutter Broom Nozzle	400.00	400.00
1.00	600007-D	Additional Water Spray Nozzle-Hopper Nozzles	400.00	400.00
1.00	600036	ABRASION PROTECTION PACKAGE	950.00	950.00
1.00		Skid Bumper Extension Set 3"	250.00	250.00
1.00	600004	Limb Guard. Stainless steel guard mounted on hopper for protection from tree branches while sweeping.	200.00	200.00
1.00	600045	HIGH OUTPUT WATER	750.00	750.00

Subtotal	Continued
Sales Tax	Continued
Freight	
TOTAL	**Continued**

INDUSTRIAL MARKETING & CONSULTING
516 D AVENUE
GWINN, MI 49841
USA

Voice: 906-346-7888
Fax: 906-346-7578

QUOTATION

Quote Number: 022407
Quote Date: Aug 30, 2021

Quoted To:
CITY OF SHEBOYGAN PURCHASING DIVISION 828 CENTER AVE. SHEBOYGAN, WI 53081 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
SHE1	9/29/21	upon receipt	

Quantity	Item	Description	Unit Price	Amount
1.00	600087	Front Pick Up Head Curtain Lifter	1,500.00	1,500.00
1.00	600009	Gutter Broom Variable Speed	750.00	750.00
1.00	600079	AUTO SWEEP INTERRUPT with overspeed interrupt.	1,000.00	1,000.00
2.00	600076	Gutter Broom Drop Down (requires GB tilt adjuster)	800.00	1,600.00
1.00	600084	DUMP SWITCH IN CAB	200.00	200.00
1.00	600091T	Stainless Hopper Assy(includes hopper weldment, door, inspection doors, raker plate, high capacity dust separator, skimmer hood & hopper screen	19,500.00	19,500.00
1.00	600096	Stainless Hopper Drain	750.00	750.00
1.00	600092	STAINLESS STEEL BOLT ON BLOWER HOUSING	1,500.00	1,500.00
1.00	600033T	FRONT REMOVABLE CURTAIN SET	250.00	250.00
1.00		2022 Peterbilt 220 Right Hand Steer. 1-speed	96,500.00	96,500.00
1.00	600803	LED LIGHTS...STOP/TURN/TAIL	500.00	500.00
1.00	600828	HAZARD REFLECTORS	100.00	100.00
1.00	600810	AMBER BEACON LIGHT-LED: SAE CLASS 1 WITH PROTECTIVE LIMB GUARD (CAB MOUNTED)	350.00	350.00
1.00	600824T	LED TRAFFIC DIRECTING LIGHT 44" LONG	800.00	800.00
1.00	600827	FIRE EXTINGUISHER	100.00	100.00

Subtotal	Continued
Sales Tax	Continued
Freight	
TOTAL	**Continued**

INDUSTRIAL MARKETING & CONSULTING
516 D AVENUE
GWINN, MI 49841
USA

Voice: 906-346-7888
Fax: 906-346-7578

QUOTATION

Quote Number: 022407
Quote Date: Aug 30, 2021

Quoted To:
CITY OF SHEBOYGAN PURCHASING DIVISION 828 CENTER AVE. SHEBOYGAN, WI 53081 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
SHE1	9/29/21	upon receipt	

Quantity	Item	Description	Unit Price	Amount
1.00		Battery Disconnect Switch	450.00	450.00
1.00	TTL	Any applicable tax, title or license fees are additional.		
1.00		Freight, delivery, setup and training	5,000.00	5,000.00
			Subtotal	291,750.00
			Sales Tax	
			Freight	
			TOTAL	**291,750.00**

8570041
Tx:4224131
2125331
SHEBOYGAN COUNTY, WI
RECORDED ON
10/26/2021 04:07 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
EXEMPTION #
Cashier ID: 3
PAGES: 3

RETURN TO:

City Attorney Charles C. Adams
828 Center Ave., Suite 210
Sheboygan, WI 53081

59281014370
Parcel Ident. No.

PERMANENT EASEMENT

THIS INDENTURE made this 25 day of October, 2021, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, "GRANTOR," and the City of Sheboygan, Wisconsin, by its Board of Water Commissioners, "GRANTEE";

W I T N E S S E T H:

KNOW ALL MEN BY THESE PRESENTS that the said GRANTOR, in consideration of one dollar ($1.00) and other valuable consideration in hand paid by said GRANTEE, and the covenants hereinafter contained, receipt of which is hereby acknowledged, hereby grants a permanent easement to GRANTEE for municipal water utility purposes to construct, maintain, operate and repair a water utility intake facility in, under and upon the property described in Exhibit A.2 attached hereto.

The covenants herein contained shall run with the land and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, GRANTOR has caused the execution of this document on the 25 day of October, 2021.

GRANTOR:
CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
)SS.
COUNTY OF SHEBOYGAN)

Personally came before me, this 25 day of October, 2021, Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of the City of Sheboygan, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public, State of Wisconsin
My commission ~~expires~~ is permanent

IN WITNESS WHEREOF, GRANTEE has caused the execution of this document on the 25 day of October, 2021.

GRANTEE:
BOARD OF WATER COMMISSIONERS
OF THE CITY OF SHEBOYGAN

BY: _____
Gerald R. Van De Kreeke
President

ATTEST: _____
Thomas Howe
Secretary

KATHERINE E. KLATKIEWICZ NOTARY PUBLIC STATE OF WISCONSIN

STATE OF WISCONSIN)
)SS.
COUNTY OF SHEBOYGAN)

Personally came before me, this 25 day of October, 2021, Gerald R. Van De Kreeke and Thomas Howe of the above-named board, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of the Board of Water Commissioners of the City of Sheboygan, and acknowledged that they executed the foregoing instrument as such officers of said board, by its authority.

_____
Notary Public, State of Wisconsin
My commission expires 4/21/2023

This document is authorized by and in accordance with Res. No. 24-21-22.

This instrument drafted by:
Charles C. Adams
City Attorney
Sheboygan, WI 53081
WI State Bar No. 1021454

EXHIBIT A.2
PERMANENT UTILITY EASEMENT

A parcel of land located in the southeast quarter of Section 14, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin, and being a part of Vollrath Park, more particularly described as follows:

Commencing at the SW corner of Block 7, Corson and Mallmann's Subdivision; thence N. 01°-48'-57" W. along the west line of said Block 7, 119.50 feet to the south right-of-way line of Park Avenue; thence N.00°-35'-44" W. 548.0 feet; thence easterly at a right angle N. 89°-01'-12" E, 52.10 feet, this point being also the northwesterly corner of the Sheboygan Water Utility property and the point of beginning of the PERMANENT EASEMENT; thence the following bearings and distances along the north property line of said property: N. 33°-25'-00" E. 83.84 feet, thence N. 61°-00'- 11" E. 87.30 feet to a Lake Michigan rock revetment; thence northwesterly N. 42°-10'-35" W along the top of said Lake Michigan rock revetment 271.99 feet; Thence S. 47°-54'-57" W , 92.41 feet; thence S. 37°-47'-49" E, 203.56 feet; thence S. 05°-57'-14" W, 34.09 feet, thence S. 54°-34'-11" W, 35.85 feet, thence S. 02°-39'-01" E, 35.16 feet, thence S. 58°-38'-25" E, 46.16 feet to the west line of the Sheboygan Water Utility property, thence N. 10°-54'-05" W along said west line, 23.17 feet to the northwesterly corner of the Sheboygan Water Utility property and the point of beginning.

This parcel containing **30,315 SF**, or 0.69 Acre more or less.

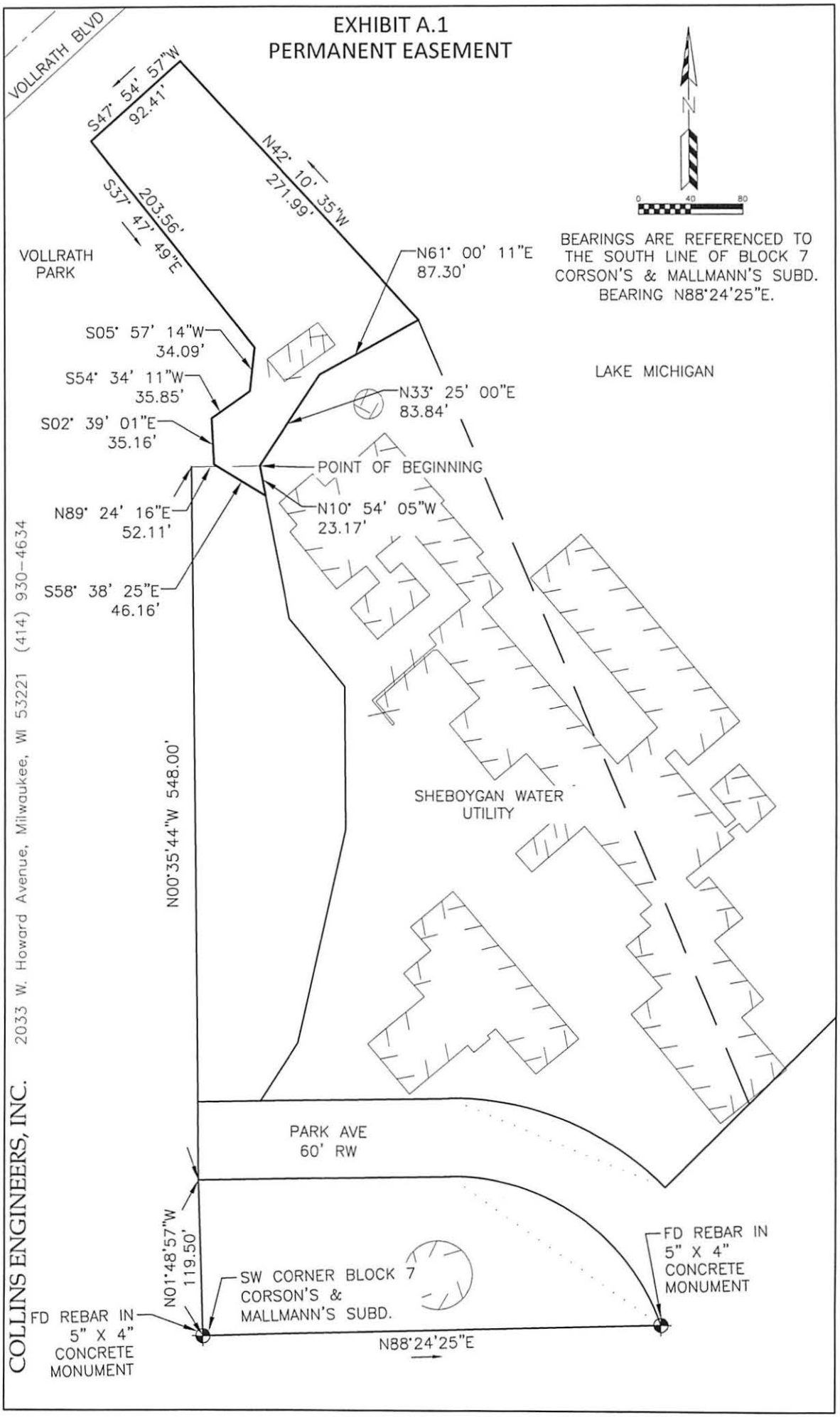


EXHIBIT A.1
PERMANENT EASEMENT
VOLLRATH BLVD
S47° 54' 57"W
92.41'
N42° 10' 35"W
271.99'
S37° 47' 49"E
203.56'
VOLLRATH
PARK
N61° 00' 11"E
87.30'
S05° 57' 14"W
34.09'
S54° 34' 11"W
35.85'
S02° 39' 01"E
35.16'
N33° 25' 00"E
83.84'
POINT OF BEGINNING
N10° 54' 05"W
23.17'
N89° 24' 16"E
52.11'
S58° 38' 25"E
46.16'
N00°35'44"W 548.00'
LAKE MICHIGAN
SHEBOYGAN WATER
UTILITY
PARK AVE
60' RW
N01°48'57"W
119.50'
SW CORNER BLOCK 7
CORSON'S &
MALLMANN'S SUBD.
FD REBAR IN
5" X 4"
CONCRETE
MONUMENT
N88°24'25"E
FD REBAR IN
5" X 4"
CONCRETE
MONUMENT
N
0
40
80
BEARINGS ARE REFERENCED TO
THE SOUTH LINE OF BLOCK 7
CORSON'S & MALLMANN'S SUBD.
BEARING N88°24'25"E.
COLLINS ENGINEERS, INC.
2033 W. Howard Avenue, Milwaukee, WI 53221 (414) 930-4634

UNDERGROUND UTILITY EASEMENTS

THIS INDENTURE made this 25 day of October, 2021, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, "GRANTOR," and the City of Sheboygan, Wisconsin, by its Board of Water Commissioners, "GRANTEE";

W I T N E S S E T H:

KNOW ALL MEN BY THESE PRESENTS that the said GRANTOR, in consideration of one dollar ($1.00) and other valuable consideration in hand paid by said GRANTEE, and the covenants hereinafter contained, receipt of which is hereby acknowledged, hereby grants permanent underground utility easements to GRANTEE for municipal water utility purposes to construct, maintain, operate and repair a water utility intake facility in, under and upon the property described in Exhibit B.2 attached hereto.

The covenants herein contained shall run with the land and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, GRANTOR has caused the execution of this document on the 25 day of October, 2021.

GRANTOR:
CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
)SS.
COUNTY OF SHEBOYGAN)

Personally came before me, this 25 day of October, 2021, Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of the City of Sheboygan, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

8570043
Tx:4224131
2125333
SHEBOYGAN COUNTY, WI
RECORDED ON
10/26/2021 04:07 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
EXEMPTION #
Cashier ID: 3
PAGES: 4

RETURN TO:

City Attorney Charles C. Adams
828 Center Ave., Suite 210
Sheboygan, WI 53081

59281014370
Parcel Ident. No.

Notary Public, State of Wisconsin
My commission ~~expires~~ is permanent

IN WITNESS WHEREOF, GRANTEE has caused the execution of this document on the 25 day of October, 2021.

KATHERINE E. KLATKIEWICZ NOTARY PUBLIC STATE OF WISCONSIN

GRANTEE:
BOARD OF WATER COMMISSIONERS
OF THE CITY OF SHEBOYGAN

BY: _____
Gerald R. Van De Kreeke
President

ATTEST: _____
Thomas Howe
Secretary

STATE OF WISCONSIN)
)SS.
COUNTY OF SHEBOYGAN)

Personally came before me, this 25 day of October, 2021, Gerald R. Van De Kreeke and Thomas Howe of the above-named board, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of the Board of Water Commissioners of the City of Sheboygan, and acknowledged that they executed the foregoing instrument as such officers of said board, by its authority.

_____
Notary Public, State of Wisconsin
My commission expires 4/2/2023

This document is authorized by and in accordance with Res. No. 24-21-22.

This instrument drafted by:
Charles C. Adams
City Attorney
Sheboygan, WI 53081
WI State Bar No. 1021454

EXHIBIT B.2
UTILITY EASEMENTS

Utility Easement #1

A parcel of land located in the southeast quarter of Section 14, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin, and being a part of Vollrath Park, more particularly described as follows:

Commencing at the SW corner of Block 7, Corson and Mallmann's Subdivision; thence N. 01°-48'-57" W. along the west line of said Block 7, 119.50 feet to the south right-of-way line of Park Avenue; thence N.00°-35'-44" W. 525.21 feet; thence easterly at a right angle N. 89°-24'-16" E, 56.25 feet, to the point of beginning of the UTILITY EASEMENT; thence S. 10°-54'-02" E. 96.46 feet; thence S. 39°-15'-25" E. 33.13 feet; thence N. 83°-53'-32" W. 54.53 feet; thence N. 06°-32'-23" E. 69.85 feet; thence N. 16°-18'-53" W. 62.75; thence S. 58°-38'-25" E. 28.92 feet to the point of beginning.

This parcel containing **3067 SF**, or 0.07 Acres more or less.

Utility Easement #2

A parcel of land located in the southeast quarter of Section 14, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin, and being a part of Vollrath Park, more particularly described as follows:

Commencing at the SW corner of Block 7, Corson and Mallmann's Subdivision; thence N. 01°-48'-57" W. along the west line of said Block 7, 119.50 feet to the south right-of-way line of Park Avenue; thence N.00°-35'-44" W. 586.63 feet; thence easterly at a right angle N. 89°-01'-12" E, 18.67 feet to the point of beginning of the UTILITY EASEMENT; thence N. 16°-07' 16" W. 10.72 feet; thence N. 06°-53' 13" E. 73.90 feet; thence S. 37°-47' 49" E., 39.22 feet; thence S. 05°-57' 14" W. 34.09 feet; thence S. 54°-34' 11" W. 32.38 feet to the point of beginning.

This parcel containing **1666 SF**, or 0.04 Acres more or less.

Utility Easement #3

A parcel of land located in the southeast quarter of Section 14, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin, and being a part of Vollrath Park, more particularly described as follows:

Commencing at the SW corner of Block 7, Corson and Mallmann's Subdivision; thence N. 01°-48'-57" W. along the west line of said Block 7, 119.50 feet to the south right-of-way line of Park Avenue; thence N.00°-35'-44" W. 548.0 feet; thence easterly at a right angle N. 89°-01'-12" E, 52.10 feet, this point being also the northwesterly corner of the Sheboygan Water Utility property; thence N. 33°-25'-00" E, 83.84 feet along the property boundary for Sheboygan Water Utility, thence N. 61°-00'-11" E, 87.30 feet along said property boundary; thence N. 42°-10'-35" W., 271.99 feet along the rock revetment of Lake Michigan; thence S. 47°-54'-57" W., 24.68 feet to the point of beginning of the UTILITY EASEMENT; thence S. 47°-54'-57" W., 21.42 feet; thence N. 87°-38'-24" W., 25.82 feet; thence N. 44°-28'-24" W., 40.59 feet; thence N. 47°-50'-53" E, 15.01 feet along the Southeasterly boundary of VOLLRATH BOULEVARD Right-of-way as referenced to CSM A-19009 filed 06-26-90; thence S. 44°-28'-24" E, 34.05 feet; thence S. 87°-38'-24" E, 35.18 feet to the point of beginning.

This parcel containing **1017 SF**, or 0.02 Acres more or less.

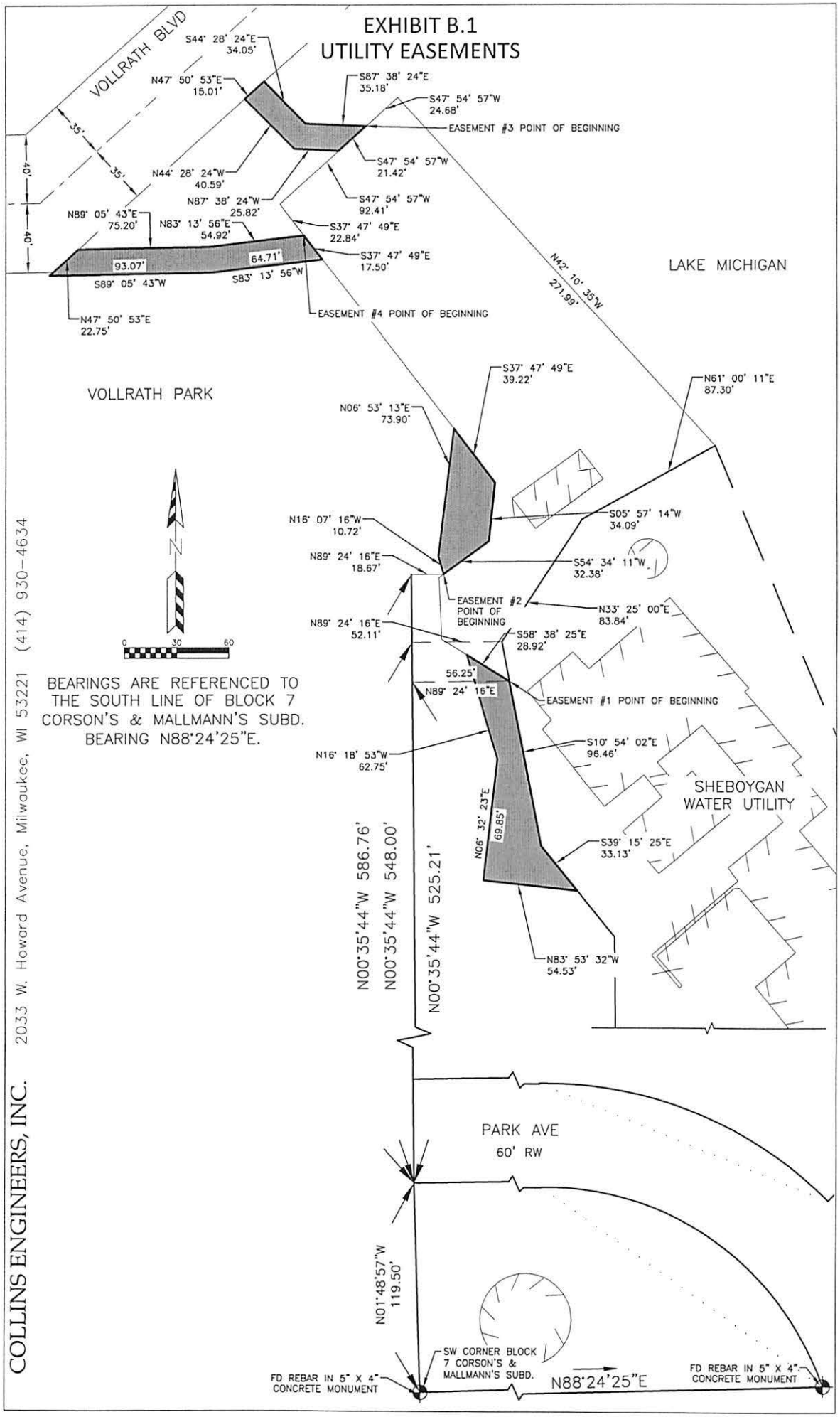
Utility Easement #4

A parcel of land located in the southeast quarter of Section 14, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin, and being a part of Vollrath Park, more particularly described as follows:

Commencing at the SW corner of Block 7, Corson and Mallmann's Subdivision; thence N. 01°-48'-57" W. along the west line of said Block 7, 119.50 feet to the south right-of-way line of Park Avenue; thence N.00°-35'-44" W. 548.0 feet; thence easterly at a right angle N. 89°-01'-12" E, 52.10 feet, this point being also the northwesterly corner of the Sheboygan Water Utility property; thence N. 33°-25'-00" E, 83.84 feet along the property boundary for Sheboygan Water Utility, thence N. 61°-00'-11" E, 87.30 feet along said property boundary; thence N. 42°-10'-35" W., 271.99 feet along the rock revetment of Lake Michigan; thence S. 47°-54'-57" W., 92.41 feet; thence S. 37°-47'-49" E., 22.84 feet to the point of beginning of the UTILITY EASEMENT; thence S. 37°-47'-49" E., 17.50 feet; thence S. 83°-13'-56" W., 64.71 feet; thence S. 89°-05'-43" W., 93.07 feet; thence N. 47°-50'-53" E., 22.75 feet along the Southeasterly boundary of VOLLRATH BOULEVARD Right-of-way as referenced to CSM A-19009 filed 06-26-90; thence N. 89°-05'-43" E., 75.20 feet; thence N. 83°-13'-56" E., 54.92 feet to the point of beginning.

This parcel containing **2159 SF**, or 0.05 Acres more or less.

EXHIBIT B.1
UTILITY EASEMENTS



BEARINGS ARE REFERENCED TO THE SOUTH LINE OF BLOCK 7 CORSON'S & MALLMANN'S SUBD. BEARING N88°24'25"E.

COLLINS ENGINEERS, INC. 2033 W. Howard Avenue, Milwaukee, WI 53221 (414) 930-4634

8570042
Tx:4224131
2125332
SHEBOYGAN COUNTY, WI
RECORDED ON
10/26/2021 04:07 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
EXEMPTION #
Cashier ID: 3
PAGES: 3

RETURN TO:

City Attorney Charles C. Adams
828 Center Ave., Suite 210
Sheboygan, WI 53081

59281014370
Parcel Ident. No.

TEMPORARY EASEMENT

THIS INDENTURE made this 25 day of October, 2021, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, "GRANTOR," and the City of Sheboygan, Wisconsin, by its Board of Water Commissioners, "GRANTEE";

W I T N E S S E T H:

KNOW ALL MEN BY THESE PRESENTS that the said GRANTOR, in consideration of one dollar ($1.00) and other valuable consideration in hand paid by said GRANTEE, and the covenants hereinafter contained, receipt of which is hereby acknowledged, hereby grants a temporary, non-exclusive easement to GRANTEE for municipal water utility purposes to construct, maintain, operate and repair a water utility intake facility in, under and upon the property described in Exhibit C.2 attached hereto.

The covenants herein contained shall run with the land and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, GRANTOR has caused the execution of this document on the 25 day of October, 2021.

GRANTOR:
CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
)SS.
COUNTY OF SHEBOYGAN)

Personally came before me, this 25 day of October, 2021, Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of the City of Sheboygan, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public, State of Wisconsin
My commission ~~expires~~ is permanent

IN WITNESS WHEREOF, GRANTEE has caused the execution of this document on the 25 day of October, 2021.

GRANTEE:
BOARD OF WATER COMMISSIONERS
OF THE CITY OF SHEBOYGAN

BY: _____
Gerald R. Van De Kreeke
President

ATTEST: _____
Thomas Howe
Secretary

KATHERINE E. KLATKIEWICZ NOTARY PUBLIC STATE OF WISCONSIN

STATE OF WISCONSIN)
)SS.
COUNTY OF SHEBOYGAN)

Personally came before me, this 25 day of October, 2021, Gerald R. Van De Kreeke and Thomas Howe of the above-named board, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of the Board of Water Commissioners of the City of Sheboygan, and acknowledged that they executed the foregoing instrument as such officers of said board, by its authority.

_____
Notary Public, State of Wisconsin
My commission expires 4/2/2023

This document is authorized by and in accordance with Res. No. 24-21-22.

This instrument drafted by:
Charles C. Adams
City Attorney
Sheboygan, WI 53081
WI State Bar No. 1021454

EXHIBIT C.2
TEMPORARY EASEMENT

A parcel of land located in the southeast quarter of Section 14, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin, and being a part of Vollrath Park, more particularly described as follows:

Commencing at the SW corner of Block 7, Corson and Mallmann's Subdivision; thence N. 01°-48'-57" W. along the west line of said Block 7, 119.50 feet to the south right-of-way line of Park Avenue; thence N.00°-35'-44" W. 549.52 feet; thence easterly at a right angle N. 89°-01'-12" E, 17.09 feet, this point being also along the westerly line of the Permanent Utility Easement and the point of beginning of the TEMPORARY EASEMENT; thence the following bearings and distances along the west property line of said property: N. 02°-39'- 01" W. 35.16 feet; thence N. 54°-34'-11" E. 35.85 feet; thence N. 05°-57'-14" E. , 34.09 feet; thence N. 37°-47'-49" W, 203.56 feet; thence N. 47°-54'-57" E, 92.41 feet to a Lake Michigan rock revetment; thence northwesterly N. 42°-10'-35" W, along the top of said Lake Michigan rock revetment 58.71 feet to the south line of Vollrath Blvd.; Thence S. 47°-50'-53" W, 97.95 feet along said south line, thence S. 37°-47'-49" E, 214.09 feet, thence S. 41° 18' 51" W, 147.13 foot, thence S06° 13'-10" W, 20.40 feet, thence N. 84°-47'-19" E, 105.66 feet to the westerly line of the Permanent Utility Easement and the point of beginning.

This parcel containing **16,927 SF**, or 0.38 Acre more or less.

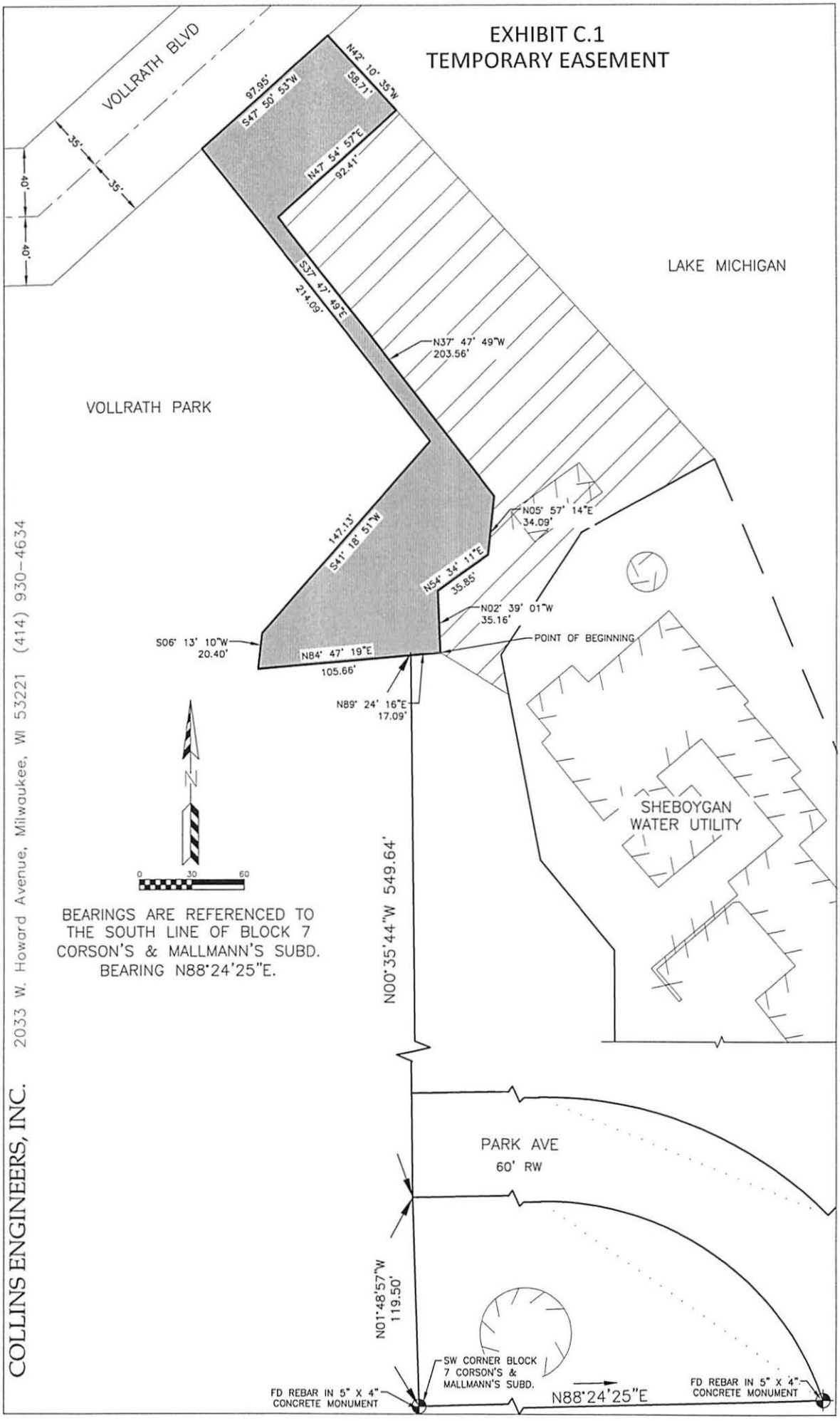


EXHIBIT C.1
TEMPORARY EASEMENT
VOLLRATH BLVD
35'
35'
40'
40'
N42° 10' 35"W
58.71'
97.95'
S47° 50' 53"W
N47° 54' 57"E
92.41'
S37° 47' 49"E
214.09'
LAKE MICHIGAN
N37° 47' 49"W
203.56'
VOLLRATH PARK
147.13'
S41° 18' 51"W
N05° 57' 14"E
34.09'
N54° 34' 11"E
35.85'
N02° 39' 01"W
35.16'
POINT OF BEGINNING
S06° 13' 10"W
20.40'
N84° 47' 19"E
105.66'
N89° 24' 16"E
17.09'
SHEBOYGAN
WATER UTILITY
N
0
30
60
BEARINGS ARE REFERENCED TO
THE SOUTH LINE OF BLOCK 7
CORSON'S & MALLMANN'S SUBD.
BEARING N88°24'25"E.
N00°35'44"W 549.64'
PARK AVE
60' RW
N01°48'57"W
119.50'
SW CORNER BLOCK
7 CORSON'S &
MALLMANN'S SUBD.
FD REBAR IN 5" X 4"
CONCRETE MONUMENT
N88°24'25"E
FD REBAR IN 5" X 4"
CONCRETE MONUMENT
COLLINS ENGINEERS, INC.
2033 W. Howard Avenue, Milwaukee, WI 53221 (414) 930-4634

VIII

R. C. No. ____ - 21 - 22. By PUBLIC WORKS COMMITTEE. September 7, 2021.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 24-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute a Permanent Easement, Underground Utility Easements, and a Temporary Easement between the City of Sheboygan and its Board of Water Commissioners, that are specific to the new Raw Water Improvements Project; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 24 - 21 - 22. By Alderpersons Dekker and Perrella. June 29, 2021.

A RESOLUTION authorizing the appropriate City officials to execute a Permanent Easement, Underground Utility Easements, and a Temporary Easement between the City of Sheboygan and its Board of Water Commissioners, that are specific to the new Raw Water Improvements Project.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the three (3) Easement documents, copies of which are attached.

Dean Dekker

Gabe Perrella

~~Public Works~~
Marina Parks and Forestry
adopt.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PERMANENT EASEMENT

THIS INDENTURE made this _____ day of July, 2021, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, "GRANTOR," and the City of Sheboygan, Wisconsin, by its Board of Water Commissioners, "GRANTEE";

W I T N E S S E T H:

KNOW ALL MEN BY THESE PRESENTS that the said GRANTOR, in consideration of one dollar ($1.00) and other valuable consideration in hand paid by said GRANTEE, and the covenants hereinafter contained, receipt of which is hereby acknowledged, hereby grants a permanent easement to GRANTEE for municipal water utility purposes to construct, maintain, operate and repair a water utility intake facility in, under and upon the property described in Exhibit A.2 attached hereto.

RETURN TO:

City Attorney Charles C. Adams
828 Center Ave., Suite 210
Sheboygan, WI 53081

59281014370
Parcel Ident. No.

The covenants herein contained shall run with the land and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, GRANTOR has caused the execution of this document on the ____ day of July, 2021.

GRANTOR:
CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
)SS.
COUNTY OF SHEBOYGAN)

Personally came before me, this ___ day of July, 2021, Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of the City of Sheboygan, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
Notary Public, State of Wisconsin
My commission expires _____

IN WITNESS WHEREOF, GRANTEE has caused the execution of this document on the ____ day of July, 2021.

GRANTEE:
BOARD OF WATER COMMISSIONERS
OF THE CITY OF SHEBOYGAN

BY: _____
Gerald R. Van De Kreeke
President

ATTEST: _____
Mark J. Smith
Secretary

STATE OF WISCONSIN)
)SS.
COUNTY OF SHEBOYGAN)

Personally came before me, this _____ day of July, 2021, Gerald R. Van De Kreeke and Mark J. Smith of the above-named board, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of the Board of Water Commissioners of the City of Sheboygan, and acknowledged that they executed the foregoing instrument as such officers of said board, by its authority.

_____
Notary Public, State of Wisconsin
My commission expires _____

This document is authorized by and in accordance with Res. No. ___-21-22.

This instrument drafted by:
Charles C. Adams
City Attorney
Sheboygan, WI 53081
WI State Bar No. 1021454

EXHIBIT A.2
PERMANENT UTILITY EASEMENT

A parcel of land located in the southeast quarter of Section 14, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin, and being a part of Vollrath Park, more particularly described as follows:

Commencing at the SW corner of Block 7, Corson and Mallmann's Subdivision; thence N. 01°-48'-57" W. along the west line of said Block 7, 119.50 feet to the south right-of-way line of Park Avenue; thence N.00°-35'-44" W. 548.0 feet; thence easterly at a right angle N. 89°-01'-12" E, 52.10 feet, this point being also the northwesterly corner of the Sheboygan Water Utility property and the point of beginning of the PERMANENT EASEMENT; thence the following bearings and distances along the north property line of said property: N. 33°-25'-00" E. 83.84 feet, thence N. 61°-00' 11" E. 87.30 feet to a Lake Michigan rock revetment; thence northwesterly N. 42°-10'-35" W along the top of said Lake Michigan rock revetment 271.99 feet; Thence S. 47°-54'-57" W , 92.41 feet; thence S. 37°-47'-49" E, 203.56 feet; thence S. 05°-57'-14" W, 34.09 feet, thence S. 54°-34'-11" W, 35.85 feet, thence S. 02°-39'-01" E, 35.16 feet, thence S. 58°-38'-25" E, 46.16 feet to the west line of the Sheboygan Water Utility property, thence N. 10°-54'-05" W along said west line, 23.17 feet to the northwesterly corner of the Sheboygan Water Utility property and the point of beginning.

This parcel containing **30,315 SF**, or 0.69 Acre more or less.

UNDERGROUND UTILITY EASEMENTS

THIS INDENTURE made this _____ day of July, 2021, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, "GRANTOR," and the City of Sheboygan, Wisconsin, by its Board of Water Commissioners, "GRANTEE";

W I T N E S S E T H:

KNOW ALL MEN BY THESE PRESENTS that the said GRANTOR, in consideration of one dollar ($1.00) and other valuable consideration in hand paid by said GRANTEE, and the covenants hereinafter contained, receipt of which is hereby acknowledged, hereby grants permanent underground utility easements to GRANTEE for municipal water utility purposes to construct, maintain, operate and repair a water utility intake facility in, under and upon the property described in Exhibit B.2 attached hereto.

RETURN TO:

City Attorney Charles C. Adams
828 Center Ave., Suite 210
Sheboygan, WI 53081

59281014370
Parcel Ident. No.

The covenants herein contained shall run with the land and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, GRANTOR has caused the execution of this document on the ____ day of July, 2021.

GRANTOR:
CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
)SS.
COUNTY OF SHEBOYGAN)

Personally came before me, this ___ day of July, 2021, Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of the City of Sheboygan, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
Notary Public, State of Wisconsin
My commission expires _____

IN WITNESS WHEREOF, GRANTEE has caused the execution of this document on the ____ day of July, 2021.

GRANTEE:
BOARD OF WATER COMMISSIONERS
OF THE CITY OF SHEBOYGAN

BY: _____
Gerald R. Van De Kreeke
President

ATTEST: _____
Mark J. Smith
Secretary

STATE OF WISCONSIN)
)SS.
COUNTY OF SHEBOYGAN)

Personally came before me, this ____ day of July, 2021, Gerald R. Van De Kreeke and Mark J. Smith of the above-named board, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of the Board of Water Commissioners of the City of Sheboygan, and acknowledged that they executed the foregoing instrument as such officers of said board, by its authority.

_____
Notary Public, State of Wisconsin
My commission expires _____

This document is authorized by and in accordance with Res. No. ___-21-22.

This instrument drafted by:
Charles C. Adams
City Attorney
Sheboygan, WI 53081
WI State Bar No. 1021454

EXHIBIT B.2
UTILITY EASEMENTS

Utility Easement #1

A parcel of land located in the southeast quarter of Section 14, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin, and being a part of Vollrath Park, more particularly described as follows:

Commencing at the SW corner of Block 7, Corson and Mallmann's Subdivision; thence N. 01°-48'-57" W. along the west line of said Block 7, 119.50 feet to the south right-of-way line of Park Avenue; thence N.00°-35'-44" W. 525.21 feet; thence easterly at a right angle N. 89°-24'-16" E, 56.25 feet, to the point of beginning of the UTILITY EASEMENT; thence S. 10°-54'-02" E. 96.46 feet; thence S. 39°-15'-25" E. 33.13 feet; thence N. 83°-53'-32" W. 54.53 feet; thence N. 06°-32'-23" E. 69.85 feet; thence N. 16°-18'-53" W. 62.75; thence S. 58°-38'-25" E. 28.92 feet to the point of beginning.

This parcel containing **3067 SF**, or 0.07 Acres more or less.

Utility Easement #2

A parcel of land located in the southeast quarter of Section 14, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin, and being a part of Vollrath Park, more particularly described as follows:

Commencing at the SW corner of Block 7, Corson and Mallmann's Subdivision; thence N. 01°-48'-57" W. along the west line of said Block 7, 119.50 feet to the south right-of-way line of Park Avenue; thence N.00°-35'-44" W. 586.63 feet; thence easterly at a right angle N. 89°-01'-12" E, 18.67 feet to the point of beginning of the UTILITY EASEMENT; thence N. 16°-07' 16" W. 10.72 feet; thence N. 06°-53' 13" E. 73.90 feet; thence S. 37°-47' 49" E., 39.22 feet; thence S. 05°-57' 14" W. 34.09 feet; thence S. 54°-34' 11" W. 32.38 feet to the point of beginning.

This parcel containing **1666 SF**, or 0.04 Acres more or less.

Utility Easement #3

A parcel of land located in the southeast quarter of Section 14, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin, and being a part of Vollrath Park, more particularly described as follows:

Commencing at the SW corner of Block 7, Corson and Mallmann's Subdivision; thence N. 01°-48'-57" W. along the west line of said Block 7, 119.50 feet to the south right-of-way line of Park Avenue; thence N.00°-35'-44" W. 548.0 feet; thence easterly at a right angle N. 89°-01'-12" E, 52.10 feet, this point being also the northwesterly corner of the Sheboygan Water Utility property; thence N. 33°-25'-00" E, 83.84 feet along the property boundary for Sheboygan Water Utility, thence N. 61°-00'-11" E, 87.30 feet along said property boundary; thence N. 42°-10'-35" W., 271.99 feet along the rock revetment of Lake Michigan; thence S. 47°-54'-57" W., 24.68 feet to the point of beginning of the UTILITY EASEMENT; thence S. 47°-54'-57" W., 21.42 feet; thence N. 87°-38'-24" W., 25.82 feet; thence N. 44°-28'-24" W., 40.59 feet; thence N. 47°-50'-53" E, 15.01 feet along the Southeasterly boundary of VOLLRATH BOULEVARD Right-of-way as referenced to CSM A-19009 filed 06-26-90; thence S. 44°-28'-24" E, 34.05 feet; thence S. 87°-38'-24" E, 35.18 feet to the point of beginning.

This parcel containing **1017 SF**, or 0.02 Acres more or less.

Utility Easement #4

A parcel of land located in the southeast quarter of Section 14, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin, and being a part of Vollrath Park, more particularly described as follows:

Commencing at the SW corner of Block 7, Corson and Mallmann's Subdivision; thence N. 01°-48'-57" W. along the west line of said Block 7, 119.50 feet to the south right-of-way line of Park Avenue; thence N.00°-35'-44" W. 548.0 feet; thence easterly at a right angle N. 89°-01'-12" E, 52.10 feet, this point being also the northwesterly corner of the Sheboygan Water Utility property; thence N. 33°-25'-00" E, 83.84 feet along the property boundary for Sheboygan Water Utility, thence N. 61°-00'-11" E, 87.30 feet along said property boundary; thence N. 42°-10'-35" W., 271.99 feet along the rock revetment of Lake Michigan; thence S. 47°-54'-57" W., 92.41 feet; thence S. 37°-47'-49" E., 22.84 feet to the point of beginning of the UTILITY EASEMENT; thence S. 37°-47'-49" E., 17.50 feet; thence S. 83°-13'-56" W., 64.71 feet; thence S. 89°-05'-43" W., 93.07 feet; thence N. 47°-50'-53" E., 22.75 feet along the Southeasterly boundary of VOLLRATH BOULEVARD Right-of-way as referenced to CSM A-19009 filed 06-26-90; thence N. 89°-05'-43" E., 75.20 feet; thence N. 83°-13'-56" E., 54.92 feet to the point of beginning.

This parcel containing **2159 SF**, or 0.05 Acres more or less.

TEMPORARY EASEMENT

THIS INDENTURE made this _____ day of July, 2021, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, "GRANTOR," and the City of Sheboygan, Wisconsin, by its Board of Water Commissioners, "GRANTEE";

W I T N E S S E T H:

KNOW ALL MEN BY THESE PRESENTS that the said GRANTOR, in consideration of one dollar ($1.00) and other valuable consideration in hand paid by said GRANTEE, and the covenants hereinafter contained, receipt of which is hereby acknowledged, hereby grants a temporary, non-exclusive easement to GRANTEE for municipal water utility purposes to construct, maintain, operate and repair a water utility intake facility in, under and upon the property described in Exhibit C.2 attached hereto.

RETURN TO:

City Attorney Charles C. Adams
828 Center Ave., Suite 210
Sheboygan, WI 53081

59281014370
Parcel Ident. No.

The covenants herein contained shall run with the land and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, GRANTOR has caused the execution of this document on the ____ day of July, 2021.

GRANTOR:
CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
)SS.
COUNTY OF SHEBOYGAN)

Personally came before me, this ___ day of July, 2021, Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of the City of Sheboygan, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
Notary Public, State of Wisconsin
My commission expires _____

IN WITNESS WHEREOF, GRANTEE has caused the execution of this document on the ____ day of July, 2021.

GRANTEE:
BOARD OF WATER COMMISSIONERS
OF THE CITY OF SHEBOYGAN

BY: _____
Gerald R. Van De Kreeke
President

ATTEST: _____
Mark J. Smith
Secretary

STATE OF WISCONSIN)
)SS.
COUNTY OF SHEBOYGAN)

Personally came before me, this _____ day of July, 2021, Gerald R. Van De Kreeke and Mark J. Smith of the above-named board, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of the Board of Water Commissioners of the City of Sheboygan, and acknowledged that they executed the foregoing instrument as such officers of said board, by its authority.

_____
Notary Public, State of Wisconsin
My commission expires _____

This document is authorized by and in accordance with Res. No. ___-21-22.

This instrument drafted by:
Charles C. Adams
City Attorney
Sheboygan, WI 53081
WI State Bar No. 1021454

EXHIBIT C.2
TEMPORARY EASEMENT

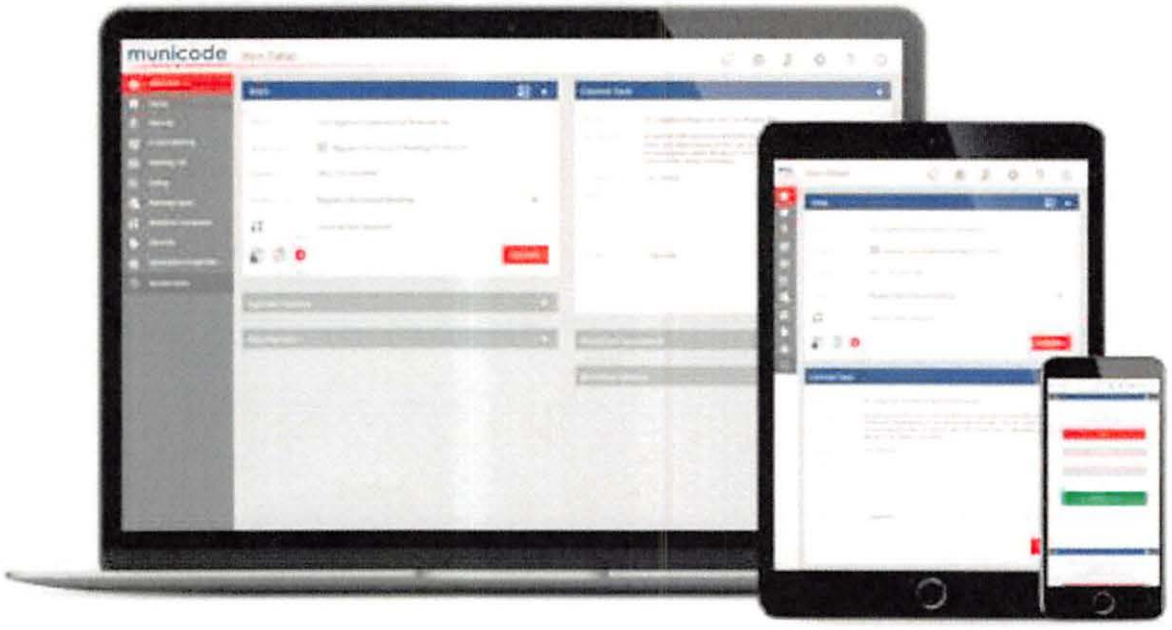
A parcel of land located in the southeast quarter of Section 14, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin, and being a part of Vollrath Park, more particularly described as follows:

Commencing at the SW corner of Block 7, Corson and Mallmann's Subdivision; thence N. 01°-48'-57" W. along the west line of said Block 7, 119.50 feet to the south right-of-way line of Park Avenue; thence N.00°-35'-44" W. 549.52 feet; thence easterly at a right angle N. 89°-01'-12" E, 17.09 feet, this point being also along the westerly line of the Permanent Utility Easement and the point of beginning of the TEMPORARY EASEMENT; thence the following bearings and distances along the west property line of said property: N. 02°-39'- 01" W. 35.16 feet; thence N. 54°-34'-11" E. 35.85 feet; thence N. 05°-57'-14" E. , 34.09 feet; thence N. 37°-47'-49" W, 203.56 feet; thence N. 47°-54'-57" E, 92.41 feet to a Lake Michigan rock revetment; thence northwesterly N. 42°-10'-35" W, along the top of said Lake Michigan rock revetment 58.71 feet to the south line of Vollrath Blvd.; Thence S. 47°-50'-53" W, 97.95 feet along said south line, thence S. 37°-47'-49" E, 214.09 feet, thence S. 41°-18'-51" W, 147.13 feet, thence S06°-13'-10" W, 20.40 feet, thence N. 84°-47'-19" E, 105.66 feet to the westerly line of the Permanent Utility Easement and the point of beginning.

This parcel containing **16,927 SF**, or 0.38 Acre more or less.

MEETING & AGENDA MANAGEMENT

Quote: Sheboygan, Wisconsin



municode

CONNECTING YOU & YOUR COMMUNITY

Tracy Stevanov

828-280-2219 tstevanov@municode.com

PO Box 2235 Tallahassee, FL 32316

INTRODUCTION LETTER

July 20, 2021

Dear Selection Team

Thank you for the opportunity to present The City of Sheboygan, Wisconsin with our quote for online meeting and agenda management services. Our Municode Meetings solution will streamline your process to create, approve and post meeting agendas and minutes.

Municode has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties, and other local government agencies for over seventy years continually striving to make your job easier. When it comes to the meeting management process, Municode Meetings is simple and straightforward, yet robust enough to satisfy the needs of our largest municipalities.

Our ongoing Circle of Governance initiative to strengthen democracy includes seamless integrations that connect Municode Meetings with our suite of online municipal solutions including ordinance integration (Municode NEXT) and website integration (Municode Meetings).

Municode Meetings allows clerks to mark ordinance agenda items as 'approved' within Municode Meetings and have them auto scheduled for supplementation and publishing to your Municode NEXT Online Code of Ordinances. In addition, meetings auto-posts to your Municode Web website calendar. These integrations include unified search and cross-links across each platform.

We are thrilled at the opportunity to partner with you on such an important initiative.

Sincerely,

Brian Gilday

Brian Gilday

President, Website/Meetings Division

MUNICODE MEETINGS FEATURES

Base

- Unlimited Meetings
- Unlimited Meeting Agenda Templates
- Unlimited Users
- Create Meetings
- Submit/Add Agenda Items
- Attach agenda item files
- Create Agendas
- Create Agenda Packets
- Approve Items with Approval Workflow
- Automatically Publishing to the Web – Agenda, Agenda Packet, Minutes
- Create Meeting Minutes
- Public In-Meeting Display (presentation screen to display current agenda item and voting results)
- Voting Support (verbal vote, vote by show of hands, or legislator-initiated voting via tablet/iPad/laptop)
- Roll Call
- Self-service video time stamping – you can add timestamps of your meeting agenda items to your meeting videos
- Integration with Municode Web website (meetings/calendar/search integration)
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours of webinar refresher training per year

Optional

- Video Time Stamping Service
- Municode Portal (Recommended)
- Board Management

SERVICE AND SUPPORT

Guaranteed Uptime

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

Security upgrades:

We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Site Monitoring and Site Recovery:

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

PORTAL FEATURES (RECOMMENDED)

Base

- Public Meetings Portal
- ADA Compliant HTML/CSS (WCAG 2.1 AA)
- Custom header with logo, choice of colors, and customizable menu links
- Best-in-class Search Engine (indexes the contents of PDF agendas and minutes)
- Meeting calendar
- Video integrations (Vimeo, YouTube, Suite One Media, Cablecast, custom 3rd party video providers)
- Ability to create meetings and upload PDF agendas/minutes
- Circle of Governance integrations (Municode Meetings, Municode Next)
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support

Optional

- Auto-import historical Meeting files (Agendas, Minutes) and search indexing
- Email Notifications
- Board Management

BOARD MANAGEMENT FEATURES (OPTIONAL)*

Base

- Unlimited boards and committees
- Manage term start/stop dates
- Export member data
- Online board application form
- Board member approvals
- Term Expiration Report
- Term Expiration Email Notifications
- Auto-expiration option for expiring terms Public web page for each board/committee
- Create custom links/buttons on each board page Custom web header (logo/colors)
- Free integration with Municode Meetings

* Note: Board Management requires a Municode Website or the Municode Portal

PRICING

Municode Meetings Annual Subscription — $6,400 per year

*Municode Code Bundled price

One-time Project Setup — no charge

- Configure Boards/Committees/Commissions
- Configure Meeting Agenda Templates
- Setup Users, Roles, and Permissions
- Conduct initial training – web teleconference

Recommended Options

✓	Portal	**$1,000 per year**

Total — $7,400 per year

Additional Options

Portal

☑	Board Management	+ $2,000 per year
☑	Email notifications (on demand + weekly digest)	+ $600 per year
☑	Import historical PDF agendas/minutes (up to 10 years)	+ $1,500 one-time
☐	Exclude Portal (subtract $1,000 per year)	- $1,000 per year

Video Time Stamping Service

☐	Municode will bookmark/timestamp up to 36 meetings per year	+ $2,520 per year

PAYMENT SCHEDULE

- Ninety (90) days after signed contract — 100% of annual subscription fee and annually thereafter

Notes

- No long-term commitments required. We will earn your trust. You may cancel service at any time.
- Guaranteed pricing. Hosting and Support fees will not increase for first three years.
- Annual hosting and support fees starting year four will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers.*
- Payment schedule will be adjusted accordingly based on selected optional features.

SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between The City of Sheboygan, Wisconsin ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

2. Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

3. Scope of Services. CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. Integration. This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. Warranty. CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. Liability. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. Termination. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. Independent Contractor. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. Confidentiality. (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) Obligation of Confidentiality. During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Florida without resort to any jurisdiction's conflicts of law, rules, or doctrines.

Submitted by:

Municipal Code Corporation

By: Brian Gilday

Title: Brian Gilday - President, Website Division

Accepted by:

By: Ryan Sorenson

Title: Mayor

Date: 9-10-21

Attest: Meredith DeBruin

City Clerk

Date: 9-10-2021

VIII

R. C. No. - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. September 7, 2021.

Your Committee to whom was referred Res. No. 46-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Services Agreement between the City of Sheboygan and Municipal Code Corporation regarding meeting and agenda management; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5-2

Res. No. 46 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
August 16, 2021.

A RESOLUTION authorizing the appropriate City officials to execute a Services Agreement between the City of Sheboygan and Municipal Code Corporation regarding meeting and agenda management.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Services Agreement, a copy of which is attached hereto and incorporated herein.

C. Filicky-Peneski

F&P
adopt

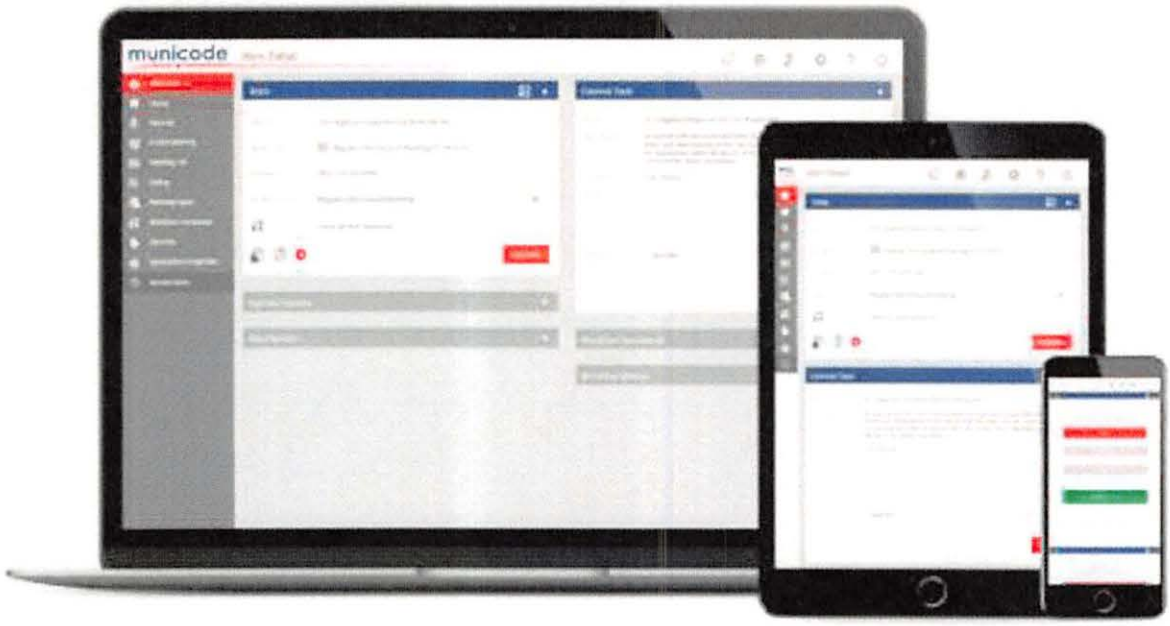
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

MEETING & AGENDA MANAGEMENT

Quote: Sheboygan, Wisconsin



municode

CONNECTING YOU & YOUR COMMUNITY

Tracy Stevanov

828-280-2219 tstevanov@municode.com

PO Box 2235 Tallahassee, FL 32316

INTRODUCTION LETTER

July 20, 2021

Dear Selection Team

Thank you for the opportunity to present The City of Sheboygan, Wisconsin with our quote for online meeting and agenda management services. Our Municode Meetings solution will streamline your process to create, approve and post meeting agendas and minutes.

Municode has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties, and other local government agencies for over seventy years continually striving to make your job easier. When it comes to the meeting management process, Municode Meetings is simple and straightforward, yet robust enough to satisfy the needs of our largest municipalities.

Our ongoing Circle of Governance initiative to strengthen democracy includes seamless integrations that connect Municode Meetings with our suite of online municipal solutions including ordinance integration (Municode NEXT) and website integration (Municode Meetings).

Municode Meetings allows clerks to mark ordinance agenda items as 'approved' within Municode Meetings and have them auto scheduled for supplementation and publishing to your Municode NEXT Online Code of Ordinances. In addition, meetings auto-posts to your Municode Web website calendar. These integrations include unified search and cross-links across each platform.

We are thrilled at the opportunity to partner with you on such an important initiative.

Sincerely,

Brian Gilday

Brian Gilday

President, Website/Meetings Division

MUNICODE MEETINGS FEATURES

Base

- Unlimited Meetings
- Unlimited Meeting Agenda Templates
- Unlimited Users
- Create Meetings
- Submit/Add Agenda Items
- Attach agenda item files
- Create Agendas
- Create Agenda Packets
- Approve Items with Approval Workflow
- Automatically Publishing to the Web – Agenda, Agenda Packet, Minutes
- Create Meeting Minutes
- Public In-Meeting Display (presentation screen to display current agenda item and voting results)
- Voting Support (verbal vote, vote by show of hands, or legislator-initiated voting via tablet/iPad/laptop)
- Roll Call
- Self-service video time stamping – you can add timestamps of your meeting agenda items to your meeting videos
- Integration with Municode Web website (meetings/calendar/search integration)
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours of webinar refresher training per year

Optional

- Video Time Stamping Service
- Municode Portal (Recommended)
- Board Management

SERVICE AND SUPPORT

Guaranteed Uptime

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

Security upgrades:

We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Site Monitoring and Site Recovery:

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

PORTAL FEATURES (RECOMMENDED)

Base

- Public Meetings Portal
- ADA Compliant HTML/CSS (WCAG 2.1 AA)
- Custom header with logo, choice of colors, and customizable menu links
- Best-in-class Search Engine (indexes the contents of PDF agendas and minutes)
- Meeting calendar
- Video integrations (Vimeo, YouTube, Suite One Media, Cablecast, custom 3rd party video providers)
- Ability to create meetings and upload PDF agendas/minutes
- Circle of Governance integrations (Municode Meetings, Municode Next)
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support

Optional

- Auto-import historical Meeting files (Agendas, Minutes) and search indexing
- Email Notifications
- Board Management

BOARD MANAGEMENT FEATURES (OPTIONAL)*

Base

- Unlimited boards and committees
- Manage term start/stop dates
- Export member data
- Online board application form
- Board member approvals
- Term Expiration Report
- Term Expiration Email Notifications
- Auto-expiration option for expiring terms Public web page for each board/committee
- Create custom links/buttons on each board page Custom web header (logo/colors)
- Free integration with Municode Meetings

* Note: Board Management requires a Municode Website or the Municode Portal

PRICING

Municode Meetings Annual Subscription — $6,400 per year

*Municode Code Bundled price

One-time Project Setup — no charge

- Configure Boards/Committees/Commissions
- Configure Meeting Agenda Templates
- Setup Users, Roles, and Permissions
- Conduct initial training – web teleconference

Recommended Options

✓	Portal	**$1,000 per year**

Total — $7,400 per year

Additional Options

Portal

☐	Board Management	+ $2,000 per year
☐	Email notifications (on demand + weekly digest)	+ $600 per year
☐	Import historical PDF agendas/minutes (up to 10 years)	+ $1,500 one-time
☐	Exclude Portal (subtract $1,000 per year)	- $1,000 per year

Video Time Stamping Service

☐	Municode will bookmark/timestamp up to 36 meetings per year	+ $2,520 per year

PAYMENT SCHEDULE

- Ninety (90) days after signed contract — 100% of annual subscription fee and annually thereafter

Notes

- No long-term commitments required. We will earn your trust. You may cancel service at any time.
- Guaranteed pricing. Hosting and Support fees will not increase for first three years.
- Annual hosting and support fees starting year four will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers.*
- Payment schedule will be adjusted accordingly based on selected optional features.

SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between The City of Sheboygan, Wisconsin ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

2. Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

3. Scope of Services. CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. Integration. This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. Warranty. CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. Liability. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. Termination. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. Independent Contractor. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. Confidentiality. (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) Obligation of Confidentiality. During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Florida without resort to any jurisdiction's conflicts of law, rules, or doctrines.

Submitted by:

Municipal Code Corporation

By: Brian Gilday

Title: Brian Gilday - President, Website Division

Accepted by:

By: _____

Title: Ryan Sorenson
Mayor

Date: _____

Attest: _____
Meredith DeBruin
City Clerk

Date: _____

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
TWEET/GAROT MECHANICAL, INC.

REGARDING HVAC IMPROVEMENTS IN THE INFLUENT PUMP BUILDING AND GRIT ROOM AT THE SHEBOYGAN WASTEWATER TREATMENT FACILITY

This Agreement ("Agreement") is made and entered into effective this 14th day of September, 2021 (the "Effective Date"), by and between the City of Sheboygan (the "City" or "Owner"), a municipal corporation, and Tweet/Garot Mechanical, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City desires to improve the HVAC System in a portion of the Influent Pump Building and Grit Room at the Sheboygan Wastewater Treatment Facility (the "Improvements"); and

WHEREAS, Contractor desires to provide the City with the necessary labor, equipment, and materials required to furnish and install the Improvements.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1. Scope of Services
Contractor shall provide all labor, materials, equipment, transportation, appliances, and services necessary to complete all work shown in or reasonably inferred from the Project Manual (a copy of which is attached to this Agreement as Exhibit 1) or the Contract Drawings (a copy of which is attached to this Agreement as Exhibit 2) as required for a complete, turn-key installation and commissioning (including training of City Staff) of the HVAC Improvements in the Influent Pump Building and Grit Room at the Sheboygan Wastewater Treatment Facility, 3333 Lakeshore Drive, Sheboygan, Wisconsin 53081 (the "Services"). For the avoidance of doubt, the Services do not include the Alternate specified in the Project Manual.

Contractor's Services shall be performed in accordance with the Project Manual and Contract Drawings.

Contractor is responsible for the provision of all licenses and permits[1] and for paying all legitimate costs required by private utility and communication companies as part of the Services.

[1] 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 City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

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. The Contractor must employ, as far as possible, such methods and means in carrying out the work as will not cause any interruption or interference with the operation of the Wastewater Treatment Plant or with any other contractors.

The materials installed as a result of this Agreement shall be fully warranted against defects—including defects due to faulty materials, equipment, or workmanship—by Contractor for 1 year from date of final acceptance, regardless of whether the work was performed by Contractor or an approved subcontractor.[2] Upon receipt of notice of defect from the City, the Contractor shall promptly correct or replace any and all materials or workmanship found to be defective. All manufacturer's warranties shall also apply and be honored by Contractor.

Article 3. City's Representative

The City designates Steve Jossart or his designee as its Representative for purposes of this Agreement (the "City's Representative" or "Owner's Representative"). If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

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

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed $316,228.00 ("Contract Amount").[3]

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[2] Neither Final Payment nor any other provision in this Agreement shall relieve Contractor of its responsibility for correcting work.

[3] The intent is that the Contract Amount includes the cost of all labor and materials, water, fuel, tools, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the Services.

Contractor shall submit Requests for Payment, not more frequently than monthly, based upon the approved Schedule of Values. The City shall not pay for materials stored at the Wastewater Treatment Plant.

Payment will be made to Contractor within 60 days of receipt of each Request for Payment. The Request for Payment shall be sent to:

Steve Jossart
City of Sheboygan
3333 Lakeshore Drive
Sheboygan, Wisconsin 53081

Contractor shall be required to file waivers of lien from all suppliers and subcontractors with the City prior to receiving payment. The submission of the 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 Request for Payment pertains except as specifically reserved and noted on such request.

Additional services not set forth in Article 1, or changes in the Services, must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

Contractor will not be allowed any extra compensation by reason of any such matters or things concerning which the Contractor did not inform himself prior to submitting a bid.

The City may withhold payment, in whole or in part, in addition to a 10% retainage, to the extent necessary to protect itself from a loss on account of any of the following ("Withheld Amounts"):

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work not remedied.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Reasonable doubt that this Contract can be completed for the balance then unpaid.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Damage to the City or a third party.

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

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

Contractor shall deliver to the City a complete release of all liens arising out of this Agreement before receiving payment of the final Request for Payment and the 10% retainage.

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 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

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.

Article 6. Performance and Payment Bond

Contractor shall, within 10 days of 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 100% of the Contract Amount.

Failure by Contractor to perform the work in a timely or satisfactory manner may result in forfeiture of the Contractor's Performance Bond. Failure by Contractor to make timely payments to approved subcontractors, material suppliers, or employees may result in forfeiture of Contractor's Payment Bond.

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

Article 7. Schedule

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

Contractor shall, pursuant to the requirements of the Project Manual, submit an initial Construction Progress Schedule and all necessary updates and revisions to the Construction Project Schedule.

It is anticipated that Contractor shall construct work in stages, to accommodate operation of the Wastewater Treatment Plant during the construction period.

Contractor shall complete the services within 120 days of receiving the Notice to Proceed, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Failure of the Contractor to adhere to the schedule as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

No work aside from that performed during the regular work week will be allowed unless prior notice is given to the City's Representative and the City's Representative consents to the work being performed during that time. (Emergency work may be performed without prior permission.) Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

Article 8. Workmanship and Quality of Materials

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

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

Article 9. 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, including all applicable OSHA Standards.

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

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done.

The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever.

Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 10. Access to 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 related to the contract, and that the failure to do so shall constitute a material breach of the contract, in which case Contractor must defend and hold the City harmless from liability under that law.

Contractor shall maintain all records related to this contract for a period of not less than 7 years after receipt of Final Payment under the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall also be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

Article 11. Termination

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

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

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, 7 days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable

under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety, for failure to complete the work or for defects in the work.

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

Article 12. Default

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

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

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

Article 13. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City[4]. The City's Representative shall have the ability to provide this written permission.

The City reserves the right to perform a criminal background check on any employee of Contractor or an approved Subcontractor performing work at the Wastewater Treatment Plant, to reject any of

[4] In the event that the City allows part of the Services to be subcontracted, Contractor shall still be fully responsible to the City for the acts or omissions of any subcontractor and anyone employed directly or indirectly by the subcontractor. This is in addition to any liability imposed by law upon the Contractor.

the Contractor's personnel or approved Subcontractor's personnel, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 14. Independent Contractor Status

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

Article 15. Indemnification

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

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees—harmless from all liability, including, but not limited to, claims, actions, causes of action, liens, losses, damages, costs, legal fees, expenses, 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.

For the avoidance of doubt, this obligation to defend and hold the City harmless applies—among other instances—if the claimed liability arises out of:

- A violation of any law, ordinance, regulation, order, or decree by the Contractor, its employees, subcontractors, or any other person performing any of the work under a contract with Contractor.
- The failure on the part of Contractor, its employees, subcontractors, or any other person performing any of the work under a contract with Contractor, to complete any of the covenants, acts, matters, or things assigned to them under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and legal fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 16. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements.

b. Commercial General Liability and Property Damage 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 Commercial General Liability Insurance shall include operations, contractor's protective insurance, products coverage, completed operations, and contractual coverage.

c. Comprehensive Automobile Liability and Property Damage – Contractor shall acquire and maintain, for the duration of this Agreement, Comprehensive Automobile Liability and Property Damage Insurance that covers the operation of owned, hired, and non-owned motor vehicles with a policy limit – for liability, bodily injury, and property damage – of at least $1,000,000 per occurrence and $1,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least 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's Representative 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 17. 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 18. 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—which may only occur in writing—shall be considered to be a waiver of any other term or breach thereof.

Article 19. 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 20. Assignment
Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party and, to the extent necessary, Contractor's Surety. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

Article 21. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

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

Article 22. 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 23. Non-Discrimination and Equal Opportunity
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, disability, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), gender identity, 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 24. 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, rules, 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 25. 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		Tweet-Garot Mechanical, Inc.
828 Center Ave.		325 Reid Street
Sheboygan, Wisconsin 53083		De Pere, Wisconsin 54115

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

Article 26. 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 27. Force Majeure
Neither party shall be in default by reason of any failure in performance of this Agreement when such failure in performance is caused by or results from causes beyond the reasonable control of the affected party and without fault or negligence on the part of the affected party. 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.

Article 28. 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 Exhibits
    a. Exhibit 1 – The Project Manual (including the Invitation to Bid, Instructions to Bidders, General Conditions, Standard Terms and Conditions, and Specifications [Divisions 1, 5, 6, 22, and 23])
    b. Exhibit 2 – Contract Drawings (prepared by AECOM)
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)

(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. If the Contract Documents and the Specifications should be contradictory in any part, the Specifications shall govern; otherwise, the documents shall be given precedence in the order set forth above.

Article 29. 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. Unless otherwise required by law, the prices quoted in Contractor's bid were not disclosed by Contractor prior to opening.

3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a response to the City regarding the Services for the purpose of restricting competition.

Article 30. 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 1 copy of a Material Safety Data Sheet for each item with the shipped container(s) and 1 copy with the Request for Payment(s).

2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.

3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 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. Intellectual Property. Contractor shall pay for any royalties and license fees associated with intellectual property used in the completion of the Services. Contractor shall defend any suits or claims for infringement of any intellectual property rights related to the completion of the Services, and shall hold the City harmless from any liability associated with any such suit or claim.

6. Interpreting the Contract Documents. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined.

7. Asbestos Materials.

    a. The City is not aware of any Asbestos Containing Materials that will be disturbed or impacted by the Services. Roofing materials are assumed to contain asbestos. If the Contractor needs to remove roofing materials, the roofing materials can be sent to a licensed landfill with other demolition debris.

    b. During the course of work, should Contractor encounter any materials believed to contain asbestos, the City shall be notified immediately.

8. Definitions.

   a. Final Acceptance: The event that occurs when 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 Contractor's obligations under the Agreement.

   b. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.

   c. Final Payment: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.

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

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Ryan Sorenson, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: 9-15-2021

CONTRACTOR

BY: _____

ATTEST: _____

DATE: 9/14/21

This Agreement Authorized by Resolution # 48-21-22

VIII

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. September 7, 2021.

Your Committee to whom was referred Res. No. 48-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Tweet/Garot Mechanical, Inc. for the construction of improvements to the HVAC System at the Waste Water Treatment Plant, and to make related expenditures; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Other Matters

9.1

Res. No. 48 - 21 - 22. By Alderpersons Dekker and Perrella.
August 16, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Tweet/Garot Mechanical, Inc. for the construction of improvements to the HVAC System at the Waste Water Treatment Plant, and to make related expenditures.

WHEREAS, the City of Sheboygan has advertised for bids to construct improvements to the HVAC System at the Waste Water Treatment Plant (the "Project"); and

WHEREAS, the low bid was from Tweet/Garot Mechanical, Inc. ("Tweet/Garot") in the amount of $316,228; and

WHEREAS, City Staff has reviewed the bids and determined that the low bid met all of the specifications; and

WHEREAS, completion of the Project requires the completion of certain related work, such as electrical improvements and mold removal and painting of the grit room ("Related Work"), which is not included in the bid from Tweet/Garot; and

WHEREAS, the estimated cost of the Related Work is $27,000.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate city officials are authorized to enter into the attached Agreement with Tweet/Garot for the Project.

PW adopt

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds, not to exceed $374,850.80, which includes the cost of the Project, the Related Work, and a Contingency, from Account No. 60138300-621200.

Dean Dekker

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
TWEET/GAROT MECHANICAL, INC.

REGARDING HVAC IMPROVEMENTS IN THE INFLUENT PUMP BUILDING AND GRIT ROOM AT THE SHEBOYGAN WASTEWATER TREATMENT FACILITY

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2021 (the "Effective Date"), by and between the City of Sheboygan (the "City" or "Owner"), a municipal corporation, and Tweet/Garot Mechanical, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City desires to improve the HVAC System in a portion of the Influent Pump Building and Grit Room at the Sheboygan Wastewater Treatment Facility (the "Improvements"); and

WHEREAS, Contractor desires to provide the City with the necessary labor, equipment, and materials required to furnish and install the Improvements.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1. Scope of Services
Contractor shall provide all labor, materials, equipment, transportation, appliances, and services necessary to complete all work shown in or reasonably inferred from the Project Manual (a copy of which is attached to this Agreement as Exhibit 1) or the Contract Drawings (a copy of which is attached to this Agreement as Exhibit 2) as required for a complete, turn-key installation and commissioning (including training of City Staff) of the HVAC Improvements in the Influent Pump Building and Grit Room at the Sheboygan Wastewater Treatment Facility, 3333 Lakeshore Drive, Sheboygan, Wisconsin 53081 (the "Services"). For the avoidance of doubt, the Services do not include the Alternate specified in the Project Manual.

Contractor's Services shall be performed in accordance with the Project Manual and Contract Drawings.

Contractor is responsible for the provision of all licenses and permits[1] and for paying all legitimate costs required by private utility and communication companies as part of the Services.

[1] 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 City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

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. The Contractor must employ, as far as possible, such methods and means in carrying out the work as will not cause any interruption or interference with the operation of the Wastewater Treatment Plant or with any other contractors.

The materials installed as a result of this Agreement shall be fully warranted against defects—including defects due to faulty materials, equipment, or workmanship—by Contractor for 1 year from date of final acceptance, regardless of whether the work was performed by Contractor or an approved subcontractor.[2] Upon receipt of notice of defect from the City, the Contractor shall promptly correct or replace any and all materials or workmanship found to be defective. All manufacturer's warranties shall also apply and be honored by Contractor.

Article 3. City's Representative

The City designates Steve Jossart or his designee as its Representative for purposes of this Agreement (the "City's Representative" or "Owner's Representative"). If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

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

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed $316,228.00 ("Contract Amount").[3]

---

[2] Neither Final Payment nor any other provision in this Agreement shall relieve Contractor of its responsibility for correcting work.

[3] The intent is that the Contract Amount includes the cost of all labor and materials, water, fuel, tools, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the Services.

Contractor shall submit Requests for Payment, not more frequently than monthly, based upon the approved Schedule of Values. The City shall not pay for materials stored at the Wastewater Treatment Plant.

Payment will be made to Contractor within 60 days of receipt of each Request for Payment. The Request for Payment shall be sent to:

Steve Jossart
City of Sheboygan
3333 Lakeshore Drive
Sheboygan, Wisconsin 53081

Contractor shall be required to file waivers of lien from all suppliers and subcontractors with the City prior to receiving payment. The submission of the 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 Request for Payment pertains except as specifically reserved and noted on such request.

Additional services not set forth in Article 1, or changes in the Services, must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

Contractor will not be allowed any extra compensation by reason of any such matters or things concerning which the Contractor did not inform himself prior to submitting a bid.

The City may withhold payment, in whole or in part, in addition to a 10% retainage, to the extent necessary to protect itself from a loss on account of any of the following ("Withheld Amounts"):

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work not remedied.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Reasonable doubt that this Contract can be completed for the balance then unpaid.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Damage to the City or a third party.

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

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

Contractor shall deliver to the City a complete release of all liens arising out of this Agreement before receiving payment of the final Request for Payment and the 10% retainage.

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 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

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.

Article 6. Performance and Payment Bond

Contractor shall, within 10 days of 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 100% of the Contract Amount.

Failure by Contractor to perform the work in a timely or satisfactory manner may result in forfeiture of the Contractor's Performance Bond. Failure by Contractor to make timely payments to approved subcontractors, material suppliers, or employees may result in forfeiture of Contractor's Payment Bond.

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

Article 7. Schedule

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

Contractor shall, pursuant to the requirements of the Project Manual, submit an initial Construction Progress Schedule and all necessary updates and revisions to the Construction Project Schedule.

It is anticipated that Contractor shall construct work in stages, to accommodate operation of the Wastewater Treatment Plant during the construction period.

Contractor shall complete the services within 120 days of receiving the Notice to Proceed, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Failure of the Contractor to adhere to the schedule as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

No work aside from that performed during the regular work week will be allowed unless prior notice is given to the City's Representative and the City's Representative consents to the work being performed during that time. (Emergency work may be performed without prior permission.) Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

Article 8. Workmanship and Quality of Materials

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

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

Article 9. 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, including all applicable OSHA Standards.

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

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done.

The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever.

Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 10. Access to 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 related to the contract, and that the failure to do so shall constitute a material breach of the contract, in which case Contractor must defend and hold the City harmless from liability under that law.

Contractor shall maintain all records related to this contract for a period of not less than 7 years after receipt of Final Payment under the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall also be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

Article 11. Termination

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

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

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, 7 days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable

under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety, for failure to complete the work or for defects in the work.

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

Article 12. Default

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

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

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

Article 13. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City[4]. The City's Representative shall have the ability to provide this written permission.

The City reserves the right to perform a criminal background check on any employee of Contractor or an approved Subcontractor performing work at the Wastewater Treatment Plant, to reject any of

[4] In the event that the City allows part of the Services to be subcontracted, Contractor shall still be fully responsible to the City for the acts or omissions of any subcontractor and anyone employed directly or indirectly by the subcontractor. This is in addition to any liability imposed by law upon the Contractor.

the Contractor's personnel or approved Subcontractor's personnel, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 14. Independent Contractor Status

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

Article 15. Indemnification

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

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees—harmless from all liability, including, but not limited to, claims, actions, causes of action, liens, losses, damages, costs, legal fees, expenses, 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.

For the avoidance of doubt, this obligation to defend and hold the City harmless applies—among other instances—if the claimed liability arises out of:

- A violation of any law, ordinance, regulation, order, or decree by the Contractor, its employees, subcontractors, or any other person performing any of the work under a contract with Contractor.
- The failure on the part of Contractor, its employees, subcontractors, or any other person performing any of the work under a contract with Contractor, to complete any of the covenants, acts, matters, or things assigned to them under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and legal fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 16. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements.

b. Commercial General Liability and Property Damage 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 Commercial General Liability Insurance shall include operations, contractor's protective insurance, products coverage, completed operations, and contractual coverage.

c. Comprehensive Automobile Liability and Property Damage – Contractor shall acquire and maintain, for the duration of this Agreement, Comprehensive Automobile Liability and Property Damage Insurance that covers the operation of owned, hired, and non-owned motor vehicles with a policy limit – for liability, bodily injury, and property damage – of at least $1,000,000 per occurrence and $1,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least 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's Representative 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 17. 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 18. 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—which may only occur in writing—shall be considered to be a waiver of any other term or breach thereof.

Article 19. 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 20. Assignment
Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party and, to the extent necessary, Contractor's Surety. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

Article 21. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

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

Article 22. 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 23. Non-Discrimination and Equal Opportunity
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, disability, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), gender identity, 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 24. 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, rules, 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 25. 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		Tweet-Garot Mechanical, Inc.
828 Center Ave.		325 Reid Street
Sheboygan, Wisconsin 53083		De Pere, Wisconsin 54115

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

Article 26. 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 27. Force Majeure
Neither party shall be in default by reason of any failure in performance of this Agreement when such failure in performance is caused by or results from causes beyond the reasonable control of the affected party and without fault or negligence on the part of the affected party. 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.

Article 28. 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 Exhibits
    a. Exhibit 1 – The Project Manual (including the Invitation to Bid, Instructions to Bidders, General Conditions, Standard Terms and Conditions, and Specifications [Divisions 1, 5, 6, 22, and 23])
    b. Exhibit 2 – Contract Drawings (prepared by AECOM)
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)

(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. If the Contract Documents and the Specifications should be contradictory in any part, the Specifications shall govern; otherwise, the documents shall be given precedence in the order set forth above.

Article 29. 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. Unless otherwise required by law, the prices quoted in Contractor's bid were not disclosed by Contractor prior to opening.

3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a response to the City regarding the Services for the purpose of restricting competition.

Article 30. 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 1 copy of a Material Safety Data Sheet for each item with the shipped container(s) and 1 copy with the Request for Payment(s).

2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.

3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 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. Intellectual Property. Contractor shall pay for any royalties and license fees associated with intellectual property used in the completion of the Services. Contractor shall defend any suits or claims for infringement of any intellectual property rights related to the completion of the Services, and shall hold the City harmless from any liability associated with any such suit or claim.

6. Interpreting the Contract Documents. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined.

7. Asbestos Materials.

    a. The City is not aware of any Asbestos Containing Materials that will be disturbed or impacted by the Services. Roofing materials are assumed to contain asbestos. If the Contractor needs to remove roofing materials, the roofing materials can be sent to a licensed landfill with other demolition debris.

    b. During the course of work, should Contractor encounter any materials believed to contain asbestos, the City shall be notified immediately.

8. Definitions.

   a. Final Acceptance: The event that occurs when 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 Contractor's 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	**CONTRACTOR**
BY: _____ Ryan Sorenson, Mayor	**BY:** _____
ATTEST: _____ Meredith DeBruin, City Clerk	**ATTEST:** _____
DATE: _____	**DATE:** _____

This Agreement Authorized by Resolution _____

EXHIBIT
tabbies
1

Project Manual

Influent Pump Building HVAC Improvements for Sheboygan Regional Wastewater Treatment Facility Sheboygan, Wisconsin Project No. 60654430

April 2021

Prepared by:

AECOM
2985 South Ridge Road, Suite B
Green Bay, Wisconsin 54304
Telephone: 920-468-1978
Telefax: 920-468-3312

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SHEBOYGAN REGIONAL WASTEWATER TREATMENT FACILITY
INFLUENT PUMP BUILDING
HVAC IMPROVEMENTS
SHEBOYGAN, WI
April 2021

TECHNICAL SPECIFICATIONS
TABLE OF CONTENTS

INVITATION TO BID

INSTRUCTIONS TO BIDDERS

BID FORM

GENERAL CONDITIONS

STANDARD TERMS AND CONDITIONS

DIVISION 01 - GENERAL REQUIREMENTS

01 11 00	SUMMARY OF WORK
01 23 00	ALTERNATE BID ITEMS
01 29 73	SCHEDULE OF VALUES
01 32 16	CONSTRUCTION PROGRESS SCHEDULE
01 33 00	SUBMITTALS
01 35 16	ALTERATIONS AND REMOVAL PROCEDURES
01 74 13	CLEANING
01 78 39	PROJECT RECORD DOCUMENTS

DIVISION 05 - METALS

05 51 20	ALUMINUM STAIRS
05 52 00	ALUMINUM RAILINGS

DIVISION 06 – WOOD, PLASTIC AND COMPOSITES

06 60 10	FIBERGLASS TREADS

DIVISION 22 - PLUMBING

22 05 29	PIPE HANGERS, SUPPORTS AND ANCHORS
22 05 53	PIPING AND EQUIPMENT IDENTIFICATION

DIVISION 23 – HEATING AND VENTILATING

23 05 93 TESTING, ADJUSTING, AND BALANCING
23 07 00 HVAC INSULATION
23 09 33 AUTOMATIC TEMPERATURE CONTROL SYSTEMS
23 09 93 AUTOMATIC CONTROL SEQUENCES
23 11 23 NATURAL GAS SYSTEMS
23 30 10 AIR DISTRIBUTION SYSTEMS
23 34 00 FANS AND ACCESSORIES
23 73 33 INDIRECT-FIRED HEATING AND VENTILATING UNITS

SHEBOYGAN REGIONAL WASTEWATER TREATMENT FACILITY INFLUENT PUMP BUILDING – HVAC IMPROVEMENTS PLAN SET (separate PDF file)

REQUEST FOR BIDS

1995-21

CITY OF SHEBOYGAN

Wastewater Treatment

Facility Influent Building

HVAC Improvements

City of Sheboygan
spirit on the lake.

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CITY OF SHEBOYGAN INVITATION
TO BID
BID #1995-21
Improvements to Influent Building HVAC

Bids will be received by the City of Sheboygan Purchasing Agent until1:00 p.m. Local Time, **Tuesday, June 15, 2021** for the Provision, Installation and Commissioning of Improvements to the Heating, Ventilation and Air Conditioning System (HVAC) in a portion of the Influent Pump Building at the Sheboygan Regional Wastewater Treatment Facility, 3333 Lakeshore Drive, Sheboygan WI 53081

Bids are to be electronically mailed to the City of Sheboygan, attention Bernard Rammer, Purchasing Agent at Bernard.rammer@sheboyganwi.gov

A single contract will be awarded for providing all labor, equipment, and materials required to furnish and install the system including commissioning and training.

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

In order to be considered, bids must be accompanied by a bid bond or Certified check in an amount not less than 5% of the total lump sum bid to act as surety that if awarded the work, the bidder will successfully complete the contract phase. Bidders are to enclose an electronic copy of their bid surety in the electronic submittal.

A performance and payment bond in an amount not less than 100% of the lump sum bid amount will be required to be provided to the City of Sheboygan within ten days of receipt of the notice of award. All bids received must remain in effect for not less than 30 days following the due date.

A mandatory pre-bid conference will be held on **Wednesday June 2, 2021** Beginning at 10:00 AM. All attendees may be subject to temperature checks prior to entry and will be required to wear a mask. Social distancing will be observed during the conference.

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

In order to be considered, All Contractors must have on file a Bidders Proof of Responsibility with the City of Sheboygan Engineering Dept. Forms are included with the bid documents and completed applications are required to be received no less than 5 business days prior to the bid due date. Bids from Contractors received without a Valid approved Bidders Proof of Responsibility will not be considered.

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

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

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

Bernard R. Rammer Purchasing Agent

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1.1 GENERAL

A. The Bidder shall visit and examine the site to acquaint himself with the adjacent areas, means of approach to the site, means of equipment ingress, conditions of actual job site, and facilities for delivering, storing, placing and handling of materials and equipment.

B. Contractors shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the structure of the ground, the obstacles which may be encountered, whether shown on the plans or not, and all other relevant matters concerning the work to be performed.

C. The Contractor to whom a Contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the Contractor did not inform himself prior to submitting a proposal. The successful Contractor must employ, as far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with the operation of the facility or with any other Contractors.

D. The Contractor is expected to base his bid price on materials and equipment complying fully with the Contract Drawings and Specifications, and in the event he names or includes in his bid materials or equipment which do not conform, he will, if awarded a contract, be responsible for furnishing materials and equipment which fully conform at no change in his contact price.

E. Contractor must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in the Bid, and shall not, after submission of their Bid, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

F. Before submitting a Bid, each Contractor should read the complete Contract Documents, including Invitation to Bid, Instructions to Bidders, the Form of Contract, and the Specifications, all of which contain provisions applicable not only to the successful Contractor, but also to any of his subcontractors.

1.2 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

A. Bidders shall bring inadequacies and omissions or conflicts to the Owners attention at least five days before the due date for bids. Prompt clarification will be supplied to the Bidders by addendum.

B. Signing of the Contract will be considered as implicitly denoting that the Contractor has thorough comprehension of the project and scope of the Contract Documents.

C. Neither the Owner nor the Engineer will be responsible for oral instructions.

1.3 BID REQUIREMENTS

A. Each Contractor shall submit only one Bid.

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

1.4 SUBMISSION OF BIDS

A. Sealed bids must be made on the form provided and will be received by the Owner

B. Each Proposal shall be firmly sealed in an envelope labeled "Bid for HVAC Improvements-Wastewater Treatment Facility" and delivered to the office designated in the Invitation to Bid.

C. All proposals are to be made out in accordance with the Instructions and on the Bid Form included in this document.

D. Bid amounts shall be inserted in words and in figures and in case of conflict, written word amounts will govern.

E. Addenda issued during the time of bidding shall become a part of the Contract Documents. Bidders shall acknowledge receipt of each addendum in their bids.

F. The list of Subcontractors will not be required to be submitted with the bid, however, the successful Bidder shall submit in writing the names of prospective subcontractors and material suppliers for the Owner's approval prior to their employment.

1.5 WITHDRAWAL OF BIDS

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

B. No bid may be withdrawn for a period of 30 days after the day set for the opening thereof.

1.6 PERFORMANCE AND BID BONDS

A. All bidders will be required to submit a bid bond for 5 percent of the total amount of the bid. If awarded a contract, the contractor will be required to submit a performance bond for the total amount of the contract.

1.7 NOTICE OF ASBESTOS MATERIALS

A. The Owner is not aware of any ACM's (Asbestos Containing Materials) that will be disturbed or impacted by the project. Roofing materials are assumed to contain asbestos. If the Contractor's roofing sub-contractor needs to remove roofing materials they can be sent to a licensed landfill with other demolition debris.

B. During the course of the work should the Contractor encounter any materials he/she believes may contain asbestos the owner should be notified immediately for further testing and or abatement by a licensed abatement contractor.

1.8 RESERVATIONS

A. The Owner reserves the right to reject all bids, or any bid, or to waive any informality in any bid, or to accept any bid which will best serve the interests of the Owner.

B. The Owner reserves the right to perform a criminal background check on all employees of the Contractor and/or sub-Contractor performing work in the building.

1.9 COMMENCEMENT AND COMPLETION

A. The successful bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" and to fully complete the work within 120 consecutive calendar days thereafter. Completion time will be converted to a specific date at the time the "Notice to Proceed" is issued.

B. The Owner anticipates commencement of work in the second/third Quarter of 2021 or as soon as possible following contract ratification

C. Please note that the completion of this project will be in 2021

1.10 POWER OF ATTORNEY

A. Attorney's-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

End

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BID FORM

Sheboygan Wastewater Treatment Facility
HVAC Improvements in the Influent Pump Building

Bids Due: 1:00 PM, Tuesday June 15, 2021

To: City of Sheboygan Finance Department
Attn: Bernard Rammer
828 Center Ave
Sheboygan, WI 53081
Bernard.rammer@sheboyganwi.gov

Company _____

Address _____ City _____ Zip_____

hereby agrees to provide all labor and materials as required for a complete, turn-key installation of HVAC Improvements in the influent Pump Building at the Sheboygan Wastewater Treatment Facility, 3333 Lakeshore Dr. Sheboygan WI 53081 at the pricing herein set forth.

HVAC Improvements Lump Sum Base Bid

For the sum of _____ dollars

and _____ cents

$_____

ALTERNATE # 1 Change Ductwork and Fitting Materials from 316 Stainless Steel to Type II Grade 1 Rigid PVC, Class 14333 D ASTM D-1784

Add Deduct (Circle One) $_____

RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda

Number 1 dated_____

Number 2 dated_____

Number 3 dated_____

COMMENCEMENT AND COMPLETION OF CONTRACT WORK

The undersigned agrees, if awarded the contract, to commence the contract work on or before a date to be specified in a written notice to proceed, and to complete the work within the time stated in the Instructions to Bidders.

Firm Name _____

(Telephone) _____

(Email) _____

(Name of person signing) _____

(Title)_____

Signature_____

Date_____

(Seal, if bid is by a Corporation)

Date: _____

End

DIVISION 1 -GENERAL REQUIREMENTS

1.1 PROTECTION OFPERSONS

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

1.2 APPLICATION OF THIS DIVISION OF THESPECIFICATIONS

A. The work is subject to the requirements of the Instructions to Bidders and this Division 1.

B. The Contractor is fully responsible for seeing that no work shown is inadvertently left out.

1.3 INTENT OF CONTRACT DOCUMENTS

A. The Sections of the Contract Document and the Contract Drawings are complementary and what is called for by any one shall be binding as if called for by all. The intention of the Contract Document is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work included in the Contract.

B. In interpreting the Contract Documents, words describing materials which have a well-known technical or trade meaning unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meanings recognized by Architects, Engineers, and thetrade.

C. Any work shown on the Contract Drawings and not covered in the Contract Specifications, or included in the Contract Specifications and not shown on the Contract Drawings, shall be executed by the Contractor as though both shown on the Contract Drawings and included in the Contract Specifications. If the Contract Drawings and the Specifications should be contradictory in any part, the Contract Specifications shall *govern*.

1.4 SCOPE OF WORK

A. The Contract work shall include the furnishing of all labor, materials, equipment, transportation, appliances and services necessary to complete all work shown or reasonably inferred on the drawings and/or as described in the specifications.

1.5 OWNER'SREPRESENTATIVE

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

B. The Owner's Representatives will have authority to stop any portion of the work not in conformity with the Documents until the Owner has investigated and decided upon procedure.

C. No work aside from that performed during the regular work week will be allowed unless prior due notice is given to the Owner or to the Owner's Representatives. Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

1.6 SUPERINTENDENCE

A. The Contractor will give personal superintendence to the work, or have at the site of the work, at all times, a competent foreman, superintendent, or other representative, satisfactory to the Owner and having the authority to act for the Contractor.

B. Insofar as is practicable, and excepting in the event of discharge by the Contractor, or in the event of proven incompetence, the individual who has been accepted by the Owner to represent the contractor shall so act, and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with thecontract.

1.7 LABOR

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

1.8 FIRE PROTECTION

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

1.9 LAWS, REGULATIONS, FEES ANDPERMITS

A. The Contractor shall comply with all laws, ordinances, rules and regulations of the local Building Department, Fire Department, Health Department, Department of Water Supply, Gas and Electricity, Department of Highways and all State and Federal agencies having jurisdiction.

B. Contractor shall obtain and pay for all necessary permits, fees and inspections required by such agencies. **Note: City Building Inspection does not waive permit fees for other City Departments**.

C. Contractor shall pay for legitimate costs required by private utility and communication companies.

1.10 WATCHMEN AND OTHER SAFEGUARDS

A. The Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades to prevent accidents, to avoid all necessary hazards, and protect the public, the work and the property at all times, including Saturdays, Sundays, holidays and other times when no work is being done.

B. Neither the Owner nor the Engineer shall be responsible for any loss or damage to the project materials, tools, equipment, etc., from any cause whatsoever.

1.11 CODES AND STANDARDS

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

B. In case of difference between building codes, specifications, state laws, local ordinances, industry standards and utility company regulations and the Contract Documents, the most stringent shall govern. The Contractor shall promptly notify the Engineer in writing of any such difference.

C. Non-compliance: Should the Contractor perform any work that does not comply with the requirements of the applicable building codes, state laws, local ordinances, industry standards and utility company regulations, he shall bear all costs arising in correcting the deficiencies.

D. Applicable Codes and Standards shall include all state laws, local ordinances, utility company regulations, and the applicable requirements of the following nationally accepted Codes and Standards:

1. Building Codes:

   a. ICC Codes.

   b. National Electrical Code.

   c. Wisconsin Administrative Code.

   d. National fire Code

2. Industry Standards, Codes and Specifications:

   a. AIEE- American Institute of Electrical Engineers

   b. ANSI -American National Standards Inst.

   c. ASME- American Society of Mechanical Engineers

   d. ASTM- American Society of Testing Materials

   e. IPCEA- Insulated Power Cable Engineers Assoc.

   f. NBS- National Bureau of Standards

   g. NEMA- National Electrical Manufacturers Assoc

   h. NFPA- National Fire Protection Assoc.

   i. OSHA- Occupational Safety and Health Act

   j. UL- Underwriters Laboratories

   k. MSS - Manufacturers Standardization Society

   l. AISC -American Institute of Steel Construction

   m. AWS -American Welding Society

   n. ACCA- Air Conditioning Contractors of America

   o. Air Conditioning and Refrigeration Institute

   p. American Society of Heating, Refrigerating and Air Conditioning Engineers

   q. SMACNA- Sheet Metal and Air Conditioning Contractors National Association

1.12 CUTTING AND PATCHING

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

1.13 INSURANCE AND LIABILITY

A. The Contractor and the Surety will be held responsible for and shall save the Owner harmless from all liability for damages occasioned by the digging up, use or occupancy of the street, alley, highway, public grounds and private grounds or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor, his agents, employees or workmen; or by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work; and they shall indemnify the Owner for and save it harmless from all claims and liabilities, actions and causes of action, and liens for materials furnished or labor performed in the construction or execution of the work, and from

all costs, charges and expenses incurred in defending such suits or actions, and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the construction of the work.

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

C. Workmen's Compensation

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

D. Comprehensive General Liability and Property Damage Insurance

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

2.	Bodily Injury	$1,000,000 per Person
		$2,000,000 Aggregate
3.	Property Damage	$500,000 per Occurrence
		$500,000 Aggregate

E. Comprehensive Automobile Liability and Property Damage

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

2.	Bodily Injury	$1,000,000 per Person
		$1,000,000 per Occurrence
3.	Property Damage	$1,000,000 per Occurrence

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

1.14 LAWS TO BE OBSERVED

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

1.15 PUBLIC SAFETY AND CONVENIENCE

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

1.16 USE OF JOB SITE

A. The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workman to limits indicated by the law, ordinances, permit or directions of the Owner and shall not encumber the premises with his materials.

B. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The contractor shall observe and enforce the Owner's instructions regarding signs, advertisements, fires and smoke.

1.17 SCHEDULE OF VALUES

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

1.18 REQUESTS FOR PAYMENT

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

B. The Contractor shall be required to file waivers of lien from all suppliers, subcontractors, etc., with the Owner prior to receiving payment on the project.

1.19 RELEASE OF LIENS

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

1.20 PATENTS

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

1.21 COOPERATION WITH OWNER

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

1.22 SUBCONTRACTS

A. The Contractor shall notify the Owner, in writing, of the names of the subcontractors proposed on the Contract and shall not employ any subcontractors until the Owner's approval in writing has been obtained.

B. The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them, and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.

C. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractors and the Owner. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General and special Provisions of the Contract, the Contract Drawings and Specifications, as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

1.23 ASSIGNMENT OF CONTRACT

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

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

1.24 OTHER CONTRACTS

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

1.25 OWNER'S RIGHT TO DO WORK

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

1.26 TERMINATION BY THE CONTRACTOR

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

1.27 TERMINATION BY THE OWNER

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

1.28 CHANGES IN THE WORK

A. The Owner without invalidating the Contract may order changes in the work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by written Change Order signed by the Owner.

B. The Contract Sum and the Contract Time may be changed only by Change Order.

C. The cost or credit to the Owner from a change in the work shall be determined by mutual agreement before executing the work involved.

1.29 CORRECTION OF WORK

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

1.30 SANITARY CONVENIENCE

A. The Contractor shall have access to the use of sanitary facilities available to the general public.

1.31 CLEANING UP AND FINAL INSPECTION

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

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

A. The Owner may withhold from payments to the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to cover:

1. Payments that may be earned or due for just claims for labor or materials furnished in and about the work.

2. For defective work not remedied.

3. For failure of the contractor to make proper payments to the Subcontractors.

4. Reasonable doubt that this Contract can be completed for the balance then unpaid.

5. Evidence of damage to another Contractor.

6. Liquidated damages due to failure to meet contract completion dates.

B. The Owner will disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the part or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

C. The Owner also reserves the right, even after full completion and acceptance of the work, to refuse payment of the final ten percent (10%) due the contractor until it is satisfied that all Subcontractors, material suppliers and employees of the Contractor have been paid in full.

1.33 CHANGES-PAYMENT

A. The Owner may, in accordance with the rules of its Common Council, authorize changes in the work to be performed or the materials to be furnished under the provisions of this Contract.

B. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such changes shall be determined by one or more of the following methods:

1. By an acceptable lump sum or unit price proposal by the Contractor.

2. On a cost-plus limited basis not to exceed a specified limit (defined as the cost of labor, materials and insurance) plus a specified percentage of the cost of such labor, materials and insurance provided the specified percentage does not

exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials and insurance, and shall in no event exceed a specified limit.

B. No claim for an addition to the contract price will be valid unless authorized as aforesaid.

C. In cases where a lump sum proposal is submitted by the Contractor in Excess of Five Hundred Dollars ($500.00) and the Owner considers the proposal so submitted is excessive or unreasonable for the changes or added work contemplated; the Owner reserves the right to request a proposal for the same changed items from other Contractors. If a proposal for such added work is obtained from other Contractors at a lesser amount, the Owner reserves the right to make an award of such work to another Contractor, unless the Contractor on this Contract agrees to do the added work or changed work for the price named by the other Contractor.

E. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the Owner unless same has been ordered, in writing, by the Owner, or unless claim for such added work has been filed by the Contractor within five (5) days after the end of the calendar month in which such alleged work was performed. Inspectors and Resident Engineers are not authorized to act for the Owner in giving orders for the Owner for extra or additional work, either in writing or verbally.

1.34 DEDUCTION FOR UNCORRECTED WORK

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

1.35 FINAL ACCEPTANCE OF THE WORK

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

1.36 CORRECTION OF WORK AFTER FINAL PAYMENT

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

1.37 OWNER'S RIGHT TO USE UNCOMPLETED WORK

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

1.38 PAYMENTS

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

1.39 DELAYS

A. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor, the Contractor shall have no claim against the Owner on that account other than an extension of time.

B. In case any action in court is brought against the Owner or Engineer, or any officer or agent of either of them, for the failure, omission or neglect of the Contractor, utility company or Owner of other facilities within the project area to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers, the Contractor shall indemnify and *save* harmless the Owner and Engineer and their officers or agents, from all losses, damages, costs, expenses, judgments or decrees arising out of such action.

STANDARD TERMS AND CONDITIONS

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired, unless otherwise specified. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish an acceptable equivalency. The City shall be the sole and final judge of equivalency.

2.0 HOW TO AMEND A REQUEST FOR BID, PROPOSAL OR QUOTE:

2.1 Public Works Projects are subject to WI Stats 66.0901(5): If a person submits a bid or proposal for the performance of public work under any public contract to be let by a municipality and the bidder claims that a mistake, omission or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened and the bidder may not bid upon the public contract unless it is re-advertised and relet upon the re- advertisement. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.

2.2 Non-Public Work Projects: After a Request for Bid/Proposal/Quote has been filed with the City of Sheboygan Purchasing Department, the responder may submit an amended response BEFORE THE DUE DATE AND TIME set in the request. All the conditions and provisions of the original Bid/Proposal/Quote will be in effect. No submittals or amendments will be accepted after the due date and time of the request. This does not preclude the City from requesting additional information and/or clarification.

3.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

4.0 QUALITY: Unless otherwise indicated in the request, all material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the City.

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

6.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

7.0 PRICING AND DISCOUNT: The City qualifies for governmental discounts. Unit prices shall reflect these discounts.

7.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid/proposal evaluation.

7.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions.

8.0 RESPONSES TO REMAIN OPEN: Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.

9.0 ACCEPTANCE-REJECTION: The City reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the City.

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

11.0 CONTRACT AND EXECUTION OF CONTRACT: Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the City of Sheboygan Purchasing Department. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the City, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.

12.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.

13.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

14.0 LICENSES AND PERMITS: Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.

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

16.0 NONEXCLUSIVE CONTRACT: Unless otherwise stated, the City reserves the right to purchase work or materials outside of this contract.

17.0 NONDISCRIMINATION & AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the 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 s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., 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. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

18.0 INDEPENDENT CAPACITY: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the City.

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

20.0 WARRANTY: Unless otherwise specifically stated, equipment purchased as a result of this request shall be warranted against defects by the Contractor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.

21.0 INSURANCE RESPONSIBILITY: If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.

22.0 CANCELLATION: The City reserves the right to cancel any contract in whole or in part without penalty due to non- appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

23.0 OPEN RECORDS: Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the 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 the 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 contract.

24.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the 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).

25.0 ADVERTISING AND NEWS RELEASES: Reference to or use of the City, any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.

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SPECIFICATIONS

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DIVISION 1

GENERAL REQUIREMENTS

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SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 PROJECT DESCRIPTION

A. Work of this Contract comprises mechanical construction of heating and ventilation system improvements for the raw wastewater influent pump building and grit room of the Sheboygan WWTP.

1.02 FORM OF SPECIFICATIONS

A. Some Work described in these Specifications use systems approach to identify systems of structure or facility.

1. System components are either specified in system specification or by reference to another section.

1.03 CONTRACTS

A. Perform Work under single lump sum Contract with CITY.

1.04 WORK BY OTHERS

A. Electrical Work:

1. CITY will furnish and install electrical conduit and wiring for power and controls.

1.05 CONTRACTOR'S USE OF PREMISES

A. CITY will occupy Site and existing buildings during entire period of construction for conduct of normal operations. Cooperate with CITY during construction operations to minimize conflict and facilitate CITY'S operations.

B. CONTRACTOR shall, at all times, conduct operations to ensure least inconvenience to CITY, other CONTRACTORS, general public, and operation of existing wastewater facility.

C. Coordinate use of premises under direction of CITY.

D. Assume full responsibility for protection and safekeeping of materials and equipment under this Contract.

1.06 MILESTONES (WORK SEQUENCE)

A. Construct Work in stages to accommodate operation of existing processing facilities during construction period; coordinate Construction Progress Schedule and operations with CITY for substantial completion by October 31, 2021.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

* * * END OF SECTION * * *

SECTION 01 23 00
ALTERNATE BID ITEMS

PART 1 GENERAL

1.01 SUMMARY

A. This section includes administrative and procedural requirements governing Alternates.

1.02 DEFINITIONS

A. Alternate is amount proposed by Bidder and stated on Bid Form for certain work defined in Bidding Requirements that may be added to or deducted from Contract Price if CITY decides to accept corresponding change in either amount of construction to be completed, or in materials, equipment, or installation methods described in Contract Documents.

B. Cost or credit for each alternate is net addition or deduction from Contract price to incorporate Alternate into Work. No other adjustments will be made to Contract Price.

1.03 PROCEDURES

A. Coordination:

1. Modify or adjust affected adjacent work as necessary to completely and fully integrate work of Alternate into Project.
2. Include as part of each Alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for complete installation whether or not indicated as part of Alternate.

B. Execute accepted alternates under same conditions as other work of Contract.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3.01 DESCRIPTION OF ALTERNATES

A. Alternate 1: AIR DISTRIBUTION DUCTWORK:

1. Change ductwork and fitting material, as designated on Drawings and Specifications, from 316SS to Type II, Grade 1 RIGID PVC Class 14333-D, ASTM D-1784.

a. Material shall be VIRON® International Corporation VI-A-DUC®.

2. Pertinent Work specified elsewhere:

a. Air Distribution: Section 23 30 10.

* * * END OF SECTION * * *

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SECTION 01 29 73
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 SUMMARY

A. CONTRACTOR to submit Schedule of Values allocated to various portions of Work as required by General Conditions. Upon request of CITY, support values with data substantiating their correctness.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. CONTRACTOR'S standard forms and automated printout will be considered for approval by CITY. Identify schedule with the following:

1. CITY purchase order number.
2. Name and address of CONTRACTOR.
3. Contract designation.
4. Date of submission.

B. Identify installed value of component parts of Work in sufficient detail to serve as basis for computing values for progress payments during construction.

C. Use general table of contents of this Project Manual to establish format for listing component items in schedule.

1. Identify each line item with number and title of respective Specification division and section.
2. If Project consists of multiple structures, break down schedule by structure.

D. Provide separate listing for General Requirements (Division 1) items, such as insurance premiums, mobilization, field supervision etc.

E. For each Specification division, list subvalues of major materials, equipment or operations under division.

F. For various portions of work:

1. Each item shall include directly proportional amount of CONTRACTOR'S overhead and profit.
2. For items on which progress payments will be requested for stored materials, break down value into the following:

a. Cost of materials, delivered and unloaded, with taxes paid.
b. Total installed value including CONTRACTOR'S overhead and profit.

G. Sum of values listed in schedule shall equal total Contract sum.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

* * * END OF SECTION * * *

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SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SUMMARY

A. Within **10** days after Notice of Award, prepare and submit to CITY for review preliminary Construction Progress Schedule.

B. No Work shall be performed between 6:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays without written permission of CITY. Emergency work may be performed without prior permission.

C. Night work may be established by CONTRACTOR as regular procedure with written permission of CITY. Such permission may be revoked at any time by CITY if CONTRACTOR fails to maintain adequate equipment and supervision for proper execution and control of Work at night.

1.02 FORM OF SCHEDULE

A. Prepare schedule in form of horizontal-bar-chart type.

1. Provide separate horizontal time bar for each trade, activity or operation.
2. Provide continuous vertical line to identify first working day of each week.
3. Scale and space to allow for notations and future revisions.
4. Schedule each activity in construction sequence.

B. Format of Listings: Chronological order of start of each activity or operation.

1.03 CONTENT OF SCHEDULE

A. Construction Progress Schedule:

1. Show complete sequence of construction by activity or operation.
2. Coordinate Construction Progress Schedule with Submittals.
3. Show dates for beginning and completion of each activity or operation during construction and installation dates for major items of equipment. Activities and operations shall include, but not be limited to following.

a. Material and equipment order, manufacturer, delivery, installation, and checkout, including allowance items.
b. Performance tests and supervisory services activity.
c. Piping and, duct work, installation.
j. Heating and ventilating, work activity.
q. Alterations work.
r. Allowance for inclement weather.
s. Demolition.
v. System startup.
w. Final cleanup.
x. O&M data submittal.

4. Show projected percentage of completion for each item as of first day of each month.

1.04 SCHEDULE REVISIONS

A. Every **60 days**, revise Construction Progress Schedule to reflect changes in progress of Work.

1.05 DELAYS AND RECOVERY

A. If, at any time during Project, CONTRACTOR fails to complete activity by its latest scheduled completion date, CONTRACTOR shall, within 3 working days, submit to CITY written statement as to how and when Work force will be reorganized to return Contract to current construction schedule.

B. When it becomes apparent from progress evaluation and updated schedule data that milestone completion or Contract completion dates will not be met, CONTRACTOR shall take some or all of following actions.

1. Increase construction staffing in such quantities and crafts as shall substantially eliminate backlog of Work.
2. Increase number of working hours per shift, shifts per Work day, Work days per week, or amount of construction equipment, or combination of foregoing sufficient to substantially eliminate backlog of Work.
3. Reschedule Work items to achieve concurrency of accomplishment.

C. Addition of equipment or construction forces, increasing working hours or other method, manner or procedure to return to current Construction Progress Schedule will not be considered justification for amending Contract Documents or treated as acceleration.

1.06 SUBMITTAL REQUIREMENTS

A. For initial submittal of Construction Progress Schedule and subsequent revisions thereof, submit PDF file and [3] copies of schedule to CITY. Failure to submit schedule on timely basis as previously noted shall be considered cause for withholding progress payments otherwise due under this Contract.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

* * * END OF SECTION * * *

SECTION 01 33 00
SUBMITTALS

PART 1 GENERAL

1.01 SUMMARY

A. Section specifies procedural requirements for Work-related (non-administrative) submittals including Shop Drawings, substitutions, product data, samples, test data, operations and maintenance data, and other miscellaneous Work-related submittals.

1. Submittals for record drawings are specified in Section 01 78 39.

B. Administrative Submittals: Procedures concerning items such as listing of manufacturers, Suppliers, Subcontractors, Construction Progress Schedule, schedule of Shop Drawing submissions, bonds, payment applications, insurance certificates, and schedule of values are specified elsewhere.

C. Work-Related Submittals:

1. Substitutes and "Or Equal" Items:

a. Includes material or equipment which CONTRACTOR requests ENGINEER to accept, after Effective Date of the Agreement.

2. Shop Drawings:

a. Includes technical data and drawings specially prepared for this Project, including fabrication and installation drawings, diagrams, data sheets, schedules, templates, patterns, reports, instructions, design mix formulas, measurements, and similar information not in standard printed form.
b. Standard catalog type information prepared without specific reference to Project is not considered as Shop Drawing.

3. Product Data:

a. Includes standard catalog type printed information on manufactured materials, equipment and systems that has not been specially prepared for this Project, including manufacturer's product specifications, catalog cuts, standard wiring diagrams, printed performance curves, mill reports, and standard color charts.

4. Test Results:

a. Includes source and field quality inspection and test reports, actual performance curves, and certifications of results prepared specifically for equipment, material, and systems provided for this Project.
b. Standard catalog charts or standard test results are considered Product Data.

5. Operations and Maintenance Data:

a. Includes information and directions for operating and maintaining equipment provided and installed for this Project. May be standard for equipment or prepared specifically for this Project.

6. Miscellaneous Submittals:

   a. Work-related submittals that do not fit in previous categories, includes schedules, photographs, guarantees, warranties, certifications, maintenance agreements, workmanship bonds, survey data and reports, physical work records, copies of industry standards, field measurement data, extra materials, keys, and similar information, devices, and materials applicable to Work.

1.02 SUBMITTAL PROCEDURES

A. Scheduling:

1. CONTRACTOR is not required to submit preliminary or final schedule of Submittals; however, submittals to CITY shall be completed within 4 weeks of Notice to Proceed.

B. Coordination:

1. Coordinate preparation and processing of submittals with performance of Work. Coordinate each submittal with other submittals and related activities such as substitution requests, testing, purchasing, fabrication, delivery, and similar activities requiring sequential activity.
2. Coordinate submission of different units of interrelated Work so one submittal not be delayed by ENGINEER'S need to review related submittal. ENGINEER may withhold action on submittal requiring coordination with other submittals until related submittals are provided.
3. Prepare and transmit each submittal sufficiently in advance of scheduled performance of related Work and other applicable activities.

C. Submittal Preparation:

1. Stamp and sign each submittal certifying to review of submittal, verification of material, and equipment, field measurement, field construction criteria, and coordination of information within submittal with Contract Documents.
2. Transmittal Form: Identify following:

   a. Date of submittal and dates of previous submittals.
   b. Project title and number.
   c. Submittal number.
   d. Contract identification.
   e. Names of:

      1) CONTRACTOR.
      2) Supplier.
      3) Manufacturer.

   f. Identification of equipment and material with equipment identification numbers, motor numbers, and Specification section number.
   g. Variations from Contract Documents.

D. Resubmittal Preparation:

1. Comply with requirements described in Submittal Preparation above, and in addition:

   a. Identify on transmittal form submittal is resubmission.
   b. Make corrections or changes in submittals required by ENGINEER'S notations on returned submittal.

c. Respond to ENGINEER'S notations:

1) On transmittal or separate page attached to CONTRACTOR'S resubmission transmittal, answer or acknowledge in writing notations or questions indicated by ENGINEER on ENGINEER'S transmittal form returning reviewed submission to CONTRACTOR.
2) Identify each response by question or notation number established by ENGINEER.
3) If CONTRACTOR does not respond to each notation or question, resubmission will be returned without action by ENGINEER until CONTRACTOR provides written response to ENGINEER'S notations or questions.

d. CONTRACTOR-initiated revisions or variations.

1) On transmittal form, identify variations or revisions from previously reviewed submittal, other than those called for by ENGINEER.

1.03 SPECIFIC SUBMITTAL REQUIREMENTS

A. General:

1. Specific submittal requirements for individual units of Work are specified in applicable Specification section. Except as otherwise indicated in Specification sections, comply with requirements specified below for each indicated type of submittal.
2. If ENGINEER has responded to Written Clarification/Interpretation/Request submitted by CONTRACTOR, CONTRACTOR shall include ENGINEER'S response with applicable submittal.

B. Requests for Substitute Items:

1. Collect data for items to be submitted for review as substitute items into one submittal for each item of material or equipment.
2. Submit with other scheduled submittals for material or equipment allowing time for ENGINEER to evaluate additional information required to be submitted.
3. If CONTRACTOR requests to substitute for material or equipment specified, but not identified in Specification as requiring submittals, CONTRACTOR shall indicate substitution submittal in Submittal Schedule.

C. Shop Drawings:

1. Submit newly prepared information, with graphic information at accurate scale and name of preparer indicated (firm name). Show dimensions and note which are based on field measurement, identify materials and equipment included in Work, and revisions on resubmittals. Indicate compliance with standards and notation of coordination requirements with other Work. Encircle, bubble or otherwise indicate selections of products or materials and/or variations from Contract Documents or previous submittals. Highlighting may be used in addition to circling or bubbling of appropriate materials or variations from Contract Documents or previous submittals to direct the attention of the reviewer, but may not be utilized exclusively due to the difficulty in continuity of selections through copying and/or scanning of the submittal. Other acceptable means of selection of materials, products or variations from Contract Documents or previous submittals include striking out selections not included as part of the submittal, providing an arrow pointing directly to the selection or other means that remain after copying and/or scanning.
2. If Drawings prepared by ENGINEER are used in preparation of Shop Drawings, remove ENGINEER'S identification.
3. Provide 8 in. by 3 in. blank space for CONTRACTOR and ENGINEER stamps.
4. Submittals:

a. Submit PDF file.
b. Submit 3 blue line or black line prints for other drawings.

D. Product Data:

1. Preparation:

   a. Collect required data into single submittal for each unit of Work or system. Where product data includes information on several similar materials or equipment, some of which are not required for use on Project or not included in submittal, mark copies to show which items are not applicable to Project.
   b. Where product data must be specially prepared for equipment, materials or systems, because standard printed data is not suitable for use, submit data as Shop Drawing and not as product data.

2. Submittals:

   a. Submit PDF file and 3 copies.
   b. Submittal is final when ENGINEER returns submittal marked "No Exception Taken", or "Make Corrections Noted".

3. Distribution:

   a. Maintain one set of product data (for each submittal) at Project site, available for reference by ENGINEER and others.

E. Test Results:

1. Preparation:

   a. Identify each test by Specification section and type of test.

2. Submittals:

   a. Submit PDF file and 3 copies.
   b. Submittal is to confirm that results of tests verify materials, products, and systems comply with Contract Documents and are not for approval.

3. Distribution:

   a. Unless otherwise required in Specifications, test results shall be submitted to ENGINEER'S field office or if ENGINEER has no field office to ENGINEER'S office.

F. Miscellaneous:

1. Guarantees, Warranties, Maintenance Agreements, and Workmanship Bonds:

   a. Refer to Specification sections for requirements. Submittal is considered final when submittal returned by ENGINEER, marked "No Exceptions Taken" or "Make Corrections Noted".
   b. In addition to copies desired for CONTRACTOR'S use, furnish PDF file and two (2) executed copies. Provide two (2) additional copies where required for maintenance data.

2. Survey Data:

   a. Refer to Specification sections for requirements on property surveys, building or structure condition surveys, field measurements, quantitative records of actual Work, damage surveys, photographs, and similar data. Copies will not be returned.

1) Condition Surveys: PDF file and 3 copies.

3. Certifications:

   a. Refer to Specification sections for requirement on submittal of certifications. Submit 6 copies. Certifications are submitted for review of conformance with specified requirements and information.

4. Closeout Submittals:

   a. Refer to Specification sections and Section 01 78 39 for requirements on submittal of closeout information, materials, tools, and similar items.

      1) Materials and Tools: Spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.
      2) Operating and maintenance data.

G. Operating and Maintenance (O&M) Data:

1. Organize operations and maintenance information into suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb-tabbed). Include emergency instructions, safety precautions, spare parts listing, copies of warranties, wiring diagrams, recommended "turn-around" cycles, inspection procedures, Shop Drawings, Product Data, and similar applicable information.

   a. Manufacturer's printed instructions regarding safety precautions for both (a) protection of personnel operating equipment and systems and (b) prevention of damage to equipment and systems.
   b. Shop Drawings and other submittals included in O&M data shall be corrected to include, in same format and style as original submittal, review comments.
   c. Data may be submitted on CD Rom if approved by ENGINEER.

2. Binders: Commercial quality D-Ring binder with durable and cleanable plastic covers. Paperboard and laminated paperboard covers are not acceptable.

   a. Do not fill binders to more than 75% of capacity.
   b. When multiple binders are used for an item of equipment, organize contents into related groupings. Each binder cover shall bear identification of specific contents.

3. Cover Label: Label each binder cover and spine with typed or printed title "OPERATION AND MAINTENANCE INSTRUCTIONS" and following:

   a. Project title.
   b. Name(s) of applicable building(s) or structure(s) as shown on Drawings in which equipment located.
   c. Name of equipment as set forth in Contract Documents.
   d. Specification section number for equipment as set forth in Contract Documents.

4. Submit after equipment requiring O&M data has been returned "No Exceptions Taken" or "Make Corrections Noted".
5. Submit bookmarked PDF file and 3 copies of each manual.

H. General Distribution:

1. Unless required elsewhere, provide distribution of submittals to Subcontractors, suppliers, governing authorities, and others as necessary for proper performance of Work.

2. Provide copies of submittals bearing ENGINEER'S action stamp to:

   a. Job site file.
   b. Record documents file.

1.04 ACTION ON SUBMITTALS

A. ENGINEER'S Action:

1. General:

   a. Except for submittals for record and similar purposes, where action and return on submittals is required or requested, ENGINEER will review each submittal, mark with appropriate action, and return. Where submittal must be held for coordination, ENGINEER will so advise CONTRACTOR without delay.
   b. ENGINEER will stamp each submittal with uniform, self-explanatory action stamp, appropriately marked with submittal action.

2. Notification of Insufficient Information:

   a. If information submitted is not sufficient to complete review of submittal, ENGINEER will send transmittal to CONTRACTOR notifying CONTRACTOR that additional information is required.
   b. Submittal will be placed in an "On Hold" status and not returned until CONTRACTOR provides additional information.

3. Unsolicited Submittals: ENGINEER will return unsolicited submittals to CONTRACTOR without reviewing.

B. Action Stamp:

1. Marking: No Exceptions Taken.

   a. Final Unrestricted Release: When submittals are marked as "No Exceptions Taken", Work covered by submittal may proceed provided it complies with Contract Documents. Acceptance of Work depends on that compliance.

2. Marking: Make Corrections Noted.

   a. Final-But-Restricted Release: When submittals are marked as "Make Corrections Noted Exceptions", Work covered by submittal may proceed provided it complies with ENGINEER'S notations or corrections on submittal and with Contract Documents. Acceptance of Work depends on that compliance. Resubmittal not required.

3. Marking: Rejected; See Remarks.

   a. Submittal Not Accepted: When submittals are marked as "Rejected; See Remarks", do not proceed with Work covered by submittal. Work covered by submittal does not comply with Contract Documents.
   b. Prepare new submittal for different material or equipment supplier or different product line or material of same supplier complying with Contract Documents.

4. Marking: Amend and Resubmit.

a. Returned for Resubmittal: When submittals are marked as "Amend and Resubmit", do not proceed with Work covered by submittal. Do not permit Work covered by submittals to be used at Project site or elsewhere where Work is in progress.
b. Revise submittal or prepare new submittal in accordance with ENGINEER'S notations in accordance with resubmittal requirements of this section. Resubmit without delay. Repeat if required to obtain different action marking.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

* * * END OF SECTION * * *

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SECTION 01 35 16
ALTERATION AND REMOVAL PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes Work as shown on CONTRACT Drawings D-1 and D-2:

1. Alterations to existing buildings or structures.
2. Cutting and patching and removals of equipment.

B. Cut, move or remove items as necessary to provide access to allow alterations and new Work to proceed in existing structures, buildings, or facilities.

C. Work Includes:

1. Alterations:

a. Cutting, moving or removal of items as shown on Drawings.

2. Cutting and Patching:

a. Removal and replacement of defective Work and Work not conforming to Contract Documents.
b. To make several parts fit properly.

1.02 ALTERATIONS, CUTTING, AND PROTECTION

A. Survey and record condition of existing facilities to remain in-place that may be affected by alteration operations. After alteration work is complete, survey conditions again and restore existing facilities to pre-alteration condition.

B. Perform Work of moving, removal, cutting, and patching with trades qualified to perform Work in manner causing least damage to each type of Work.

1. Cut finish surfaces such as masonry, tile, plaster or metals, by methods to terminate surfaces in straight line at natural point of division.

C. Protect existing finishes, equipment, and adjacent Work which is to remain, from damage.

D. Provide shoring, needling, and bracing to keep building(s) or structures structurally secure and free of damaging deflection for installation of new structural members.

E. Do not pile material to endanger building or structure.

1.03 SECURITY

A. When keys to locked areas are needed to provide access to areas to perform Work, obtain from CITY. Return keys at end of each day's Work.

B. Employees of CONTRACTOR and Subcontractors involved in Work shall wear identifying button or badge when working in or around building.

1.04 PROTECTION AND CONTINUITY OF UTILITIES AND OPERATIONS

A. Protect existing utilities so they will continue to function during and after construction.

B. Where interference with such facilities occurs, cooperate with CITY of facility and, if necessary, alter facility to eliminate interference.

PART 2 PRODUCTS

2.01 PRODUCTS FOR PATCHING, EXTENDING, AND MATCHING

A. Provide same products, salvaged materials, types of construction or finish as that in existing structure, as needed to patch, extend or match existing Work.

1. Generally, Contract Documents will not define products or standards of workmanship present in existing construction, determine products by inspection and necessary testing and workmanship by use of existing as sample of comparison.

PART 3 EXECUTION

3.01 PREPARATION

A. Where new work conceals existing surfaces or spaces CONTRACTOR shall remove foreign substances such as accumulated dirt, dust, grease, sludge, and odoriferous material before concealing existing surfaces.

B. Where surfaces are to remain exposed CONTRACTOR shall remove foreign substances described above.

3.02 REMOVAL, RELOCATION AND SECURING MATERIALS AND EQUIPMENT

A. Where existing materials and equipment are removed or relocated, remove materials no longer used such as studs, straps, conduits, ducts, wires, anchors, piping and supports. Remove or cut off concealed or embedded materials such as conduit, boxes, anchors, piping or other materials to not less than 3/4 in. below finished surface.

B. Materials that cannot be removed shall be secured to adjacent structure to prevent coming loose.

C. Repair affected surfaces to conform to type, quality, and finish of adjacent surfaces.

3.03 CUTTING AND PATCHING

A. Inspect existing conditions of Work, including components subject to damage or movement during cutting, or patching.

B. After uncovering Work, inspect conditions affecting installation of new materials.

C. Do not cut or notch structural members without specific written approval of CITY.

3.04 RESTORATION

A. Where existing partitions are removed, patch floors, walls, and ceilings with finish materials matching existing to provide smooth planes without breaks, steps or bulkheads.

1. Where change of plane is 2 in. or more, request instructions from CITY as to method of making transition.
2. Trim and refinish existing doors as necessary to clear new floors or flooring material.

B. Patch and replace portions of existing finished surface damaged by CONTRACTOR'S operations.

1. Provide adequate support of substrate prior to patching finish.

2. Refinish patched portions of painted or coated surfaces to produce uniform color and texture over entire surface.
3. When existing surface finish cannot be matched, refinish entire surface to nearest intersections.

C. Clean and repair damage caused by installation or by use of temporary facilities.

3.05 CLEANING

A. Perform periodic and final cleaning as specified in Section 01 74 13, and:

1. Clean CITY-occupied areas daily.
2. Clean spillage, overspray, and heavy collection of dust in CITY-occupied areas immediately.

B. At completion of alterations work in each area, provide final cleaning and return space to condition suitable d

C. Remove debris from site each day. Removed material, except that listed or marked by ENGINEER for retention, becomes property of CONTRACTOR.

* * * END OF SECTION * * *

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SECTION 01 74 13
CLEANING

PART 1 GENERAL

1.01 SUMMARY

A. Execute cleaning during progress of Work and at completion of Work.

B. Refer to specification sections for specific cleaning for Products or Work.

1.02 DISPOSAL REQUIREMENTS

A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS

2.01 MATERIALS

A. Use only those cleaning materials which will not create hazards to property and persons or damage surfaces of material to be cleaned.

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

A. Keep premises and adjacent properties free from accumulations of waste materials, rubbish, and other debris resulting from construction operations.

B. Provide on-site containers for collection and removal of waste materials, debris, and rubbish in accordance with applicable regulations.

3.02 CLEANING

A. Complete following cleaning before requesting inspection for certification of substantial completion of entire Project or portion of Project.

1. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight exposed interior and exterior surfaces.
2. Ventilating Systems:

    a. Clean permanent filters and replace disposable filters if units were operated during construction.
    b. Clean ducts, blowers, and coils if units were operated without filters during construction.

3. Broom clean interior hard surface floors and exterior paved surfaces; rake clean other surfaces of grounds.

B. Prior to substantial completion CONTRACTOR with OWNER, shall conduct inspection of sight-exposed interior and exterior surfaces and work areas to verify Work and site is clean.

* * * END OF SECTION * * *

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SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Maintain at site one record copy of:

1. Drawings.
2. Project Manual.
3. Addenda.
4. Change orders and other modifications to Contract.
5. ENGINEER'S Field Orders, Work Change Directives, Written Amendments, or clarifications.
6. Returned Shop Drawings and other submittals.
7. Field test records.
8. Construction photographs.
9. Associated permits.

1.02 SUBMITTALS

A. At Substantial Completion:

1. Deliver 1 marked up set of Drawings to ENGINEER for use in preparation of record drawings.

B. Submit with transmittal letter containing following:

1. Date.
2. Project title and number.
3. CONTRACTOR'S name and address.
4. Title of record document.
5. Signature of CONTRACTOR or authorized representative.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3.01 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store record documents on-site from documents used for construction.

B. Maintain record documents in clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

C. Make record documents and samples available for inspection by ENGINEER or OWNER.

D. Failure to properly maintain record documents may be reason to delay portion of progress payments until records comply with Contract Documents.

3.02 RECORD DOCUMENTS

A. General:

1. Maintain 1 complete set of Drawings and Project Manual, including Addenda, legibly annotated to show changes made during construction.
2. Label each document "PROJECT RECORD" in neat, large printed letters.
3. Record information concurrently with construction progress:

    a. Do not conceal Work until information is recorded.
    b. Record changes made by Field Order, Change Order or Work Directive Change and identify document number.

4. Give particular attention to concealed equipment and materials that would be difficult to measure and record at later date.

B. Drawings:

1. Graphically depict changes by modifying or adding to plans, details, sections, elevations, or schedules.
2. Make changes on each sheet affected by changes.
3. Dimensions:
4. Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.
5. Details not on original Drawings.
6. Location and identification of exposed interior piping, including those shown schematically on Drawings.
7. Size of equipment and location including connections.

C. Specifications:

1. Mark Specification sections to show substantial variations in actual Work performed in comparison with text of Specifications and modifications.
2. Include variations in products delivered to site and from manufacturer's installation instructions and recommendations.
3. Give particular attention to substitutions and selection of options and similar information.
4. Note related record drawing information and Product Data.

* * * END OF SECTION * * *

DIVISION 5

METALS

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SECTION 05 51 20
ALUMINUM STAIRS

PART 1 - GENERAL

1.01 DESCRIPTION:

A. This section describes materials, fabrication, and installation of aluminum stairs as indicated and in compliance with Contract Documents.

1.02 REFERENCES:

A. Aluminum Association (AA):

1. Aluminum Design Manual–Specifications and Guidelines for Aluminum Structures.

B. ASTM International (ASTM):

1. B209: Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
2. B221: Specification for Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes, and Tubes.
3. B429: Specification for Aluminum-Alloy Extruded Structural Pipe and Tube.

C. American Welding Society (AWS):

1. A2.4: Standard Symbols for Welding, Brazing, and Nondestructive Examination.
2. D1.1: Structural Welding Code - Steel.

1.03 SUBMITTALS:

A. Submit the following shop drawings in accordance with Section 01 33 00.

1. Shop drawings showing clearly the location, size and details of all members
2. Indicate materials, dimensions, connection attachments, anchorage, size and type of fasteners, holes, finishes, and accessories for aluminum stairs.
3. Reference materials of construction by ASTM designation and grade.
4. Indicate welds including length and size of all shop and field welds by symbols conforming to AWS standards.

B. Product Data:

1. Manufacturer's catalog sheets on pre-manufactured items.

1.04 QUALITY ASSURANCE:

A. Comply with the requirements specified in Section 01 43 00.

B. Obtain field measurements and elevations prior to preparation of shop drawings and fabrication.

C. Welding Qualification and Certification:

1. Furnish written welding procedure for all welds in conformance with AWS Structural Welding Code.

2. Use welders, tackers and welding operators certified by test to perform type of work required in conformance with AWS Structural Welding Code. Maintain current test records certified by an independent testing laboratory.
3. Maintain duplicate qualification and certification records at the job site readily available for examination.

1.05 DELIVERY, STORAGE AND HANDLING:

A. Comply with the requirements specified in Section 01 66 10

B. Identify and match-mark materials, items and fabrications, for installation and field assembly.

C. Deliver items to jobsite as complete units, wherever practicable, ready for installation or erection, with anchors, fasteners and miscellaneous metal items required for installation.

D. Carefully handle and store materials, protected from weather, corrosion and other damage.

E. Store off the ground on suitable supports.

F. Accept material on site. Inspect for damage.

G. Do not incorporate damaged material in the work.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Aluminum plates, shapes, pipe and castings shall conform to the following ASTM specifications, alloy and temper designations.

1. Extruded structural shapes: ASTM B221 Alloy 6061-T6.
2. Extruded structural pipe: ASTM B429 Alloy 6061-T6.
3. Plate: ASTM B209 Alloy 6061-T6.
4. Bolts, washers and nuts: Type 304 stainless steel.

B. Welding:

1. Provide filler materials appropriate for the alloys and tempers in accordance with the AWS Structural Welding Code.

C. Railings per Section 05 52 00.

2.02 FABRICATION:

A. General:

1. Fabricate true to shape, size and tolerances as indicated and specified.
2. Straighten work bent by shearing or punching.
3. Dress exposed edges and ends of metal smooth, with no sharp edges and with corners slightly rounded.
4. Provide sufficient quantity and size of anchors for the proper fastening of the work.
5. Fabricate details and connection assemblies in accordance with drawings, with projecting corners clipped and filler pieces welded flush.

6. Provide clips, lugs, brackets, straps, plates, bolts, nuts, washers, and similar items, as required for fabrication and erection.
7. Use connections of type and design required by forces to be resisted, and to provide secure fastening.
8. Fit work together in fabrication shop and deliver complete, or in parts, ready to be set in place.

B. Welding:

1. Grind exposed edges of welds to a 1/8 inch (3 mm) minimum radius. Grind burrs, jagged edges and surface defects smooth.
2. Prepare welds and adjacent areas such that there is no undercutting or reverse ridges on the weld bead and no sharp peaks or ridges along the weld bead.
3. Grind embedded pieces of electrode or wire flush with adjacent surface of weld bead.

C. Bolting:

1. Provide stainless steel stud bolts and nuts with heavy aluminum washers for fastening aluminum material.
2. Provide holes required for the connection of adjacent or adjoining work wherever noted on drawings. Locate holes for bolting to supports to a tolerance of 1/16-inch (2 mm) of exact dimensions indicated.

2.03 ALUMINUM STAIRS:

A. Provide aluminum stairs fabricated from structural aluminum channel stringers, aluminum pipe rails and fiberglass treads.

PART 3 - EXECUTION

3.01 GENERAL:

A. Set and secure in place as indicated. Where bolted connections are used, draw together and draw nuts tightly. Use bolts of lengths required so that they do not project more than 1/4-inch (6 mm) beyond face of nut. Do not use washers unless specified. Provide hexagonal head bolts with hexagonal nuts.

B. Locate anchors and anchor bolts and build into connecting work.

C. Install stairs in accordance with accepted shop drawings.

3.02 CORROSION PROTECTION FOR ALUMINUM SURFACES:

A. Coat aluminum surfaces which will be in contact with concrete or masonry.

B. Where aluminum surfaces come in contact with dissimilar metals, keep the dissimilar metallic surfaces from direct contact by use of neoprene gaskets or washers.

3.03 CLOSEOUT ACTIVITIES:

A. Provide in accordance with Section 01 77 00.

* * * END OF SECTION * * *

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SECTION 05 52 00
ALUMINUM RAILINGS

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Furnish and install guardrails, including connectors, fasteners, and system required accessories.

1.02 REFERENCES:

A. Aluminum Association (AA):

1. Aluminum Association Designation System for Aluminum Finishes
2. AAMA 607.1: Voluntary Guide Specification and Inspection Methods for Clear Anodic Finishes for Architectural Aluminum

B. ASTM International (ASTM):

1. B210: Standard Specification for Aluminum and Aluminum-Alloy Drawn Seamless Tubes
2. B221/B221M: Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
3. B241: Standard Specification for Aluminum and Aluminum-Alloy Seamless Pipe and Seamless Extruded Tube
4. B429: Standard Specification for Aluminum-Alloy Extruded Structural Pipe and Tube
5. C1107: Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)
6. E985: Standard Specification for Permanent Metal Railing Systems and Rails for Buildings

C. American Welding Society (AWS):

1. C5.6: Recommended Practices for Gas Metal Arc Welding
2. D1.1-1.17: Structural Welding Code.

D. National Ornamental & Miscellaneous Metals Association (NOMMA):

1. Guideline 1: Joint Finishes.
2. Metal Rail Manual.

1.03 SUBMITTALS:

A. Submit the following shop drawings in accordance with Section 01 33 00.

1. Show fabrication and installation of railings assembled from standard components. Include plans, elevations, component details, materials, finishes, connection and joining methods, and mounting details to adjoining work.
2. Identify location and type indicated.

B. Product Data:

1. Manufacturer's literature.
2. Assembly and installation instructions.

C. Operation and Maintenance Data:

1. Manufacturer's instructions describing procedures for maintaining including cleaning materials, application methods, and precautions as to use of materials which may be detrimental to finish when improperly used.

1.04 QUALITY ASSURANCE:

A. Comply with the requirements specified in Section 01 61 00.

B. Obtain field measurements prior to preparation of shop drawings and fabrication.

C. Manufacturer shall have minimum five years' experience specializing in manufacturing products specified in the section.

D. Welding Qualification and Certification:

1. Furnish written welding procedure for all welds in conformance with AWS Structural Welding Code.
2. Each welder, tacker and welding operator shall be certified by test to perform type of work required in conformance with AWS Structural Welding Code. Testing shall be conducted, and witnessed by an independent testing laboratory.
3. Maintain duplicate qualification and certification records at the job site readily available for examination.

1.05 DELIVERY STORAGE AND HANDLING:

A. Comply with the requirements specified in Section 01 66 10.

B. Deliver, store and handle materials in manner preventing damage to finished surfaces.

C. Store materials in a dry, well ventilated, weather tight place.

1.06 SITE CONDITIONS.

A. Field verify measurements prior to fabrication and indicate measurements in shop drawings.

PART 2 - PRODUCTS

2.01 ALUMINUM RAILING SYSTEM AND COMPONENTS:

A. Material: ASTM B429, alloy 6063-T6, Schedule 40, 1-1/2 inch (38.1 mm) diameter minimum extruded structural pipe or tube rails and schedule 80 posts.

B. Railings at open-side construction shall consist of two members with posts. Locate intermediate rails between top rail and finish floor as indicated on Drawings.

C. Fabrication:

1. Angles, offsets, other changes in alignment, and joining of posts and rails shall be made with welded connections. Miter and weld joints by fitting post to top rail and intermediate rail to post, mitering corners, groove welding joints, and grinding smooth. Run top rails continuously over post.

2. Rail splices shall be butted and reinforced by tight fitting interior sleeve not less than 6 inch (152.4 mm) long.
3. Provided expansion joint splices at 30 feet (9,114 mm) maximum spacing, with slip joint internal sleeve extending minimum of 4 inch (101.6 mm) beyond each side of joint. Weld to one side only. Locate within 12 inch (304.8 mm) of posts.
4. Space posts as shown on Drawings. Erect posts plumb in each direction.
5. Fabricate joints which will be exposed to weather so as to exclude water. Provide weep holes at the lowest possible point on all railing system posts.

D. Anchorage:

1. For posts set on stair or platform stringers, provide base flange welded to post and bolted to stringer with minimum of two 1/2-inch (13 mm) bolts, or weld post to stringer.

E. Finishes:

1. Aluminum Association Finish Designation: AA-M12A41 (Mechanical finish, nonspecular, anodic coating, architectural Class I, clear coating 0.7 mil complying with AAMA 607.1 on exposed surfaces.

a. Extruded Components: 0.7 mil anodized.
b. Cast Components: 0.4 mil anodized.

2.02 DISSIMILAR METAL:

A. Keep surfaces of dissimilar metal from direct contact by coating the dissimilar metal with a heavy coat of an asphalt paint.

B. Keep surfaces of aluminum components from direct contact with concrete or mortar by coating with a heavy coat of an asphalt paint.

2.03 GROUT AND ANCHORING CEMENT:

A. Nonshrink, nonmetallic, nonstaining and noncorrosive grout premixed and factory packaged. Provide grout conforming to requirements of ASTM C 1107.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Install as shown on Drawings and accepted Shop Drawings.

B. Set posts plumb and aligned in each direction to within 1/4-inch in 12 feet.

C. Set rails horizontal or parallel to rake of steps to within 1/4 inch in 12 feet.

3.02 CLEANING:

A. Wash thoroughly using clean water and soap, rinse with clean water.

B. Do not use acid solution, steel wool or other harsh abrasive.

C. When stain remains after washing, remove finish and restore in accordance with manufacturer's instructions.

3.03 PROTECTION:

A. Protect surfaces of completed installations to prevent damage during construction activities.

3.04 REPAIR OF DEFECTIVE WORK:

A. Remove stained or otherwise defective work and replace with no additional cost to Owner.

3.05 CLOSEOUT ACTIVITIES:

A. Provide in accordance with Section 01 77 00.

* * * END OF SECTION * * *

DIVISION 6

WOOD, PLASTICS, AND COMPOSITES

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SECTION 06 60 10
FIBERGLASS REINFORCED GRATING AND STAIR TREADS

PART 1 - GENERAL

1.01 DESCRIPTION:

A. This section includes:

1. FRP Grating and Stair Treads.

B. Furnish all labor, materials, equipment and incidentals necessary to install the fiberglass polymer products specified.

1.02 REFERENCES:

A. ASTM International (ASTM):

1. D70: Standard Test Method for Density of Semi-Solid Bituminous Materials (Pycnometer Method).
2. D256: Standard Test Methods for Determining the Izod Pendulum Impact Resistance of Plastics.
3. D635: Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position.
4. D638: Standard Test Method for Tensile Properties of Plastics.
5. D695: Standard Test Method for Compressive Properties of Rigid Plastics.
6. D696: Standard Test Method for Coefficient of Linear Thermal Expansion of Plastics Between-30 Degree C and 30 Degree C with a Vitreous Silica Dilatometer.
7. D732: Standard Test Method for Shear Strength of Plastics by Punch Tool.
8. D790: Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
9. D792: Standard Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement.
10. D2583: Standard Test Method for Indentation Hardness of Rigid Plastics by Means of a Barcol Impressor.
11. D3918: Standard Terminology Relating to Reinforced Plastic Pultruded Products.
12. E84: Standard Test Method for Surface Burning Characteristics of Building Materials.
13. G152: Standard Practice for Operating Open Flame Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
14. G153: Standard Practice for Operating Enclosed Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials

1.03 SUBMITTALS:

A. Submit the following shop drawings in accordance with Section 01 33 00.

1. Detail shop drawings indicating:

a. Dimensions.
b. Sectional assembly.
c. Location and identification mark.
d. Connections, connections to structure and fastening methods.
e. Size and location of supporting frames required.
f. Materials of construction.
g. Installation instructions.

2. Catalog data and design tables showing limits for span length and deflection under various and concentrated loads.

1.04 QUALITY ASSURANCE:

A. Comply with the requirements specified in Section 01 43 00.

B. Provide documentation showing that the Contractor doing this work has a minimum of 5 years experience in the manufacture and installation of FRP systems similar to that indicated for this project, with sufficient capacity to produce required units without causing delay of work.

C. Install materials in accordance with the manufacturer's instructions.

1.05 DELIVERY STORAGE AND HANDLING:

A. Comply with the requirements specified in Section 01 66 10.

B. Store materials during and after shipment to prevent cracking, twisting, bending, breaking, chipping or damage of any kind to materials, including damage due to over exposure to sun.

C. Remove material that is damaged from the site, at no cost to the Owner.

D. Identify and match-mark all materials, items, and fabrications for installation and field assembly.

PART 2 - PRODUCTS

2.01 MANUFACTURERS:

A. Seasafe, Inc.

B. Strongwell

C. IMCO Reinforced Plastics, Inc.

D. International Grating, Inc.

E. Fibergrate Composite Structures, Inc.

F. Creative Pultrusions, IncGENERAL:

A. Provide new materials free from defects and imperfections that might affect performance of finished product.

B. After fabrication, seal cut ends, holes and abrasions of FRP shapes with a compatible resin coating to prevent intrusion of corrosion and moisture.

C. Fabricate so that exposed surfaces are smooth and true to form.

D. Manufacture FRP products using isophthalic polyester or vinyl ester resin with flame retardant and UV inhibitor additives. Provide synthetic surface veil covering exterior surface. Provide FRP shapes with flame spread of 25 or less in accordance with ASTM E84.

E. Provide FRP products exposed to weather with ultraviolet inhibitor and one mil thick UV coating to shield from ultra-violet light.

F. Provide Type 316L stainless steel metal accessories unless noted otherwise.

2.03 FRP GRATING AND STAIR TREADS:

A. Fabricate grating and Stair Treads from pultruded bearing bars and cross rods. Assemble grating using a locking cross-rod design that makes a permanent connection between the cross-rod and bearing bar, and is completely bond into a one-piece panel.

B. Color shall be gray. Stair treads shall have a safety yellow nosing.

C. Provide grating with a slip resistant epoxy grit surface.

D. Use Type 316L stainless steel grating hold down clamps spaced as required by manufacturer, but not greater than 4 feet (1,200 mm) on center. Provide two at each support with a minimum of four per panel.

E. Position grating sections flat and square with ends bearing minimum 1-1/4 inches (30 mm) on supporting structure.

F. Maximum Grating Clearances:

1. 1/4-inches (6 mm) from vertical steel sections.
2. 1/4-inches (6 mm) between sections and at ends.

PART 3 - EXECUTION

3.01 EXAMINATION:

A. Remove and replace damaged items at no cost to Owner.

B. Examine supports for size, layout and alignment. Maintain surfaces free of debris.

3.02 INSTALLATION:

A. Install and make connections in accordance with accepted submittals and manufacturer's written instructions.

B. Install materials accurately in location and elevation, level and plumb. Field fabricate as necessary for accurate fit.

3.03 CLOSEOUT ACTIVITIES:

A. Provide in accordance with Section 01 77 00.

* * * END OF SECTION * * *

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DIVISION 22

PLUMBING

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SECTION 22 05 29
PIPE HANGERS, SUPPORTS AND ANCHORS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. System of pipe supports and anchors with necessary inserts, bolts, nuts, restraining and hanger rods, washers, miscellaneous steel, and other accessories.

1.02 DEFINITIONS

A. Submerged: At or below point 1 ft., 6 in. above peak (maximum) water surface elevations in water holding structure.

1.03 SYSTEM DESCRIPTION

A. Design Requirements:

1. Design, detail and installation of pipe support system shall be responsibility of CONTRACTOR.
2. Pipe support system components shall withstand dead loads imposed by weight of pipes filled with water plus insulation, plus live loads due to thermal expansion, vibration, internal test pressures, and have minimum safety factor of 5.
3. Absence of pipe supports and details on Drawings shall not relieve CONTRACTOR of responsibility for providing them throughout plant.
4. Supply design loading criteria to pre-engineered metal building manufacturer for piping supported from steel members.

1.03 SUBMITTALS

A. Shop Drawings:

1. Pipe supporting system, including manufacturer's product data, dimensions, sizes, types, location, maximum loadings, thrust anchorage, and installation instructions.

B. Submit in accordance with Section 01 33 00.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Fee and Mason.

B. Grinnell.

C. Carpenter-Patterson.

D. Unistrut.

E. Superstrut.

F. Or equal.

2.02 GENERAL

A. MSS types indicated are typical of types and quality of standard pipe supports and hangers to be employed.

B. Provide factory fabricated piping hangers and supports, clamps, hanger rod attachments, building attachments, saddles, shields, thrust anchorage, and other miscellaneous products of MSS SP-58 type indicated or shop fabricated supports; comply with MSS SP-58 and manufacturer's published product information. Where MSS type not indicated, provide proper selection for installation requirements and comply with MSS SP-58 and manufacturer's published product information.

2.03 MATERIALS

A. Hangers, rods, clamps, protective shields, metal framing, support components, and hanger accessories shall be galvanized unless otherwise noted.

B. Hangers, rods, clamps, protective shields, metal framing, support components, and hanger accessories associated with Wet Well and Grit Room shall be Type 316 stainless steel or epoxy coated galvanized steel.

2.04 HORIZONTAL PIPING HANGERS AND SUPPORTS

A. General:

1. Unless otherwise shown or specified, hangers for 2-1/2 in. and smaller pipe shall be split-ring, adjustable swivel, clevis or roller type, hangers for 3 in. pipe or greater shall be clevis or roller type.
2. Hangers for use with spring supports shall be split-ring or clamp type.
3. Hangers for fiberglass reinforced pipe shall be saddle type.
4. Each hanger shall be designed to permit at least 1-1/2 in. vertical adjustment after installation.

B. Adjustable Swivel Split-Ring Hanger: MSS Type 6.

C. Adjustable Clevis Hanger: MSS Type 1, fabricated from steel.

D. Adjustable Band Hanger: MSS Type 7, fabricated from steel.

E. Adjustable Swivel-Band Hanger: MSS Type 10.

F. Clamp: MSS Type 4.

G. Single Roll Support: MSS Type 41, including axle roller and threaded sockets.

H. Adjustable Roller Hanger: MSS Type 43, including axle roller and clevis.

I. Roll/Stand: MSS Type 44, including roller, stand, and axle.

J. Adjustable Roll/Base: MSS Type 46, including roller, adjustable base, and stand.

K. Steel Brackets: Welded structural steel shapes complying with following.

1. Light Duty: MSS Type 31.
2. Medium Duty: MSS Type 32.
3. Heavy Duty: MSS Type 33.

L. Adjustable Saddle Support:

1. MSS Type 38, including saddle, pipe, and reducer.
2. Fabricate base support from steel pipe and include cast iron flange or welded steel plate.

M. Stanchion Saddle Support:

1. MSS Type 37, including saddle and U-bolt.
2. Fabricate base support from steel pipe and include cast iron flange or welded steel plate.

N. Strap or wire hangers not acceptable.

2.05 VERTICAL PIPING CLAMPS

A. 2-Bolt Riser Clamp: MSS Type 8, galvanized or plastic coated.

B. 4-Bolt Riser Clamp: MSS Type 42, include pipe spacers at inner bolt holes, galvanized or plastic coated.

2.06 HANGER RODS AND ATTACHMENTS

A. Hanger Rods:

1. ASTM A36/A36M, threaded both ends or continuous threaded.
2. Rods shall conform to following sizes.

Pipe Size	Minimum Rod Diameter (in.)
Up to 2 in.	3/8
2-1/2 in and 3 in.	1/2
4 in.	5/8
6 in.	3/4
8 in. to 12 in.	7/8
14 in. and Up	1
Trapeze Hangers	As Required

B. Turnbuckles: MSS Type 13.

C. Weldless Eye Nut: MSS Type 17.

D. Eye Socket: MSS Type 16.

E. Clevis: MSS Type 14.

2.07 BUILDING ATTACHMENTS

A. Individual Concrete Inserts:

1. MSS Type 18, malleable iron.
2. MSS Type 19, steel.
3. Minimum Safe Load: 1,100 lbs.

B. Continuous Concrete Inserts:

1. Unistrut, P-3200 Series.
2. Fee and Mason, Figure 9000.
3. Superstrut.

4. Or equal.

C. Top Beam C-Clamp: MSS Type 19.

D. C-Clamps: MSS Type 23, steel.

E. Single-Side Clamp: MSS Type 25.

F. Top I-Beam Clamp: MSS Type 25.

G. Side Beam Clamp: MSS Type 20.

H. Concrete Anchors:

1. Comply with Section 05 5000.
2. Minimum Safety Factor: 5.

2.08 SADDLES AND SHIELDS

A. Protection Saddles: MSS Type 39.

B. Protection Shields: MSS Type 40.

C. Wood Insulation Saddle:

1. Elcen Metal Products Company.
2. Or equal.

2.09 MISCELLANEOUS MATERIALS

A. Metal Framing Systems:

1. Unistrut, galvanized.
2. Fee and Mason, galvanized.
3. Or equal.

B. Shop-Fabricated Anchors and Supports:

1. Steel Plates, Shapes, and Bars: ASTM A36/A36M.
2. Restraining Rods: ASTM A307.

PART 3 EXECUTION

3.01 GENERAL

A. Proceed with installation of hangers, supports, and anchors after required building structural work is complete and concrete support structure has reached 28 day compressive strength as specified in Section 03 30 10.

B. Install hangers, supports, clamps, and attachments from building structure. Comply with MSS SP-58. Group parallel runs of horizontal piping to be supported together on trapeze type hangers where possible.

C. Install supports to provide indicated pipe slopes and maximum pipe deflections allowed by ASME B31.1 are not exceeded.

D. Except as otherwise indicated for exposed continuous pipe runs, install hangers and supports of same type and style as installed for adjacent similar piping.

E. Do not support piping from other piping.

F. Prevent contact between dissimilar metals. Where concrete or metal pipe support is used, place 1/8 in. thick teflon, neoprene rubber or plastic strip under piping at point of bearing. Cut to fit entire area of contact between pipe and support.

G. Prevent electrolysis in support of copper tubing by use of hangers and supports which are copper plated, plastic coated or by other recognized industry methods. Electrician's tape is not an acceptable isolation method.

H. Apply anti-seize compound to nuts and bolts.

3.02 INSTALLATION OF BUILDING ATTACHMENTS

A. Support piping from structural framing, unless otherwise noted.

B. Concrete Inserts:

1. Locate inserts so total load on insert does not exceed manufacturer's recommended maximum load. Location of inserts shall be approved by ENGINEER.
2. Where necessary to anchor supports to hardened concrete or completed masonry, use concrete anchors.

C. Attach to structural steel with beam clamps.

3.03 THRUST ANCHORS AND GUIDES

A. Thrust Anchors:

1. For suspended piping, center thrust anchors as closely as possible between expansion joints and between elbows and expansion joints. Anchors shall hold pipe securely and be sufficiently rigid to force expansion and contraction movement to take place at expansion joints or elbows and preclude separation of joints.
2. Provide thrust anchors as required to resist thrust due to changes in diameter or direction or dead ending of pipe lines. Anchorage shall be required wherever bending stresses exceed allowable for pipe. Wall pipes may be used as thrust anchors.
3. Restraining rod size and number shall be as shown on Drawings.

B. Pipe guides shall be provided adjacent to sliding expansion joints in accordance with recommendations of National Association of Expansion Joint Manufacturers.

3.04 PIPE SUPPORT

A. Spacing:

Type of Pipe	Maximum Pipe Support Spacing (ft)
Steel	
10 in. and over	22
8 in.	19
6 in.	17
5 in.	16
4 in.	14

Type of Pipe	Maximum Pipe Support Spacing (ft)
3-1/2 in.	13
3 in.	12
2-1/2 in.	11
2 in.	10
1-1/2 in.	9
1 in.	7
3/4 in.	6
1/2 in.	5
Stainless Steel	
1 in. and smaller	6
1-1/2 in. through 4 in.	8
6 in.	8
8 in. and 10 in.	10
12 in.	10
14 in.	12
16 in.	12
18 in. and larger	14

B. Where piping of various sizes is to be supported together, space supports for smallest pipe size or install intermediate supports for smaller diameter pipe.

C. Provide minimum of 2 pipe supports for each pipe run.

D. Where piping connects to equipment, support by pipe support and not by equipment, unless approved by equipment manufacturer.

E. Unless otherwise shown or authorized by ENGINEER, place piping running parallel to walls approximately 1-1/2 in. out from face of wall and at least 3 in. below ceiling.

F. Pedestal pipe supports shall be adjustable with stanchion, saddle, and anchoring flange.

G. Piping supports for vertical piping passing through floor sleeves shall be galvanized steel riser clamps.

H. Piping passing through sleeves or openings in interior wall sleeves shall be carried by supports or hangers. Do not rest on wall.

I. Support piping in manner preventing undue strain on valve, fitting or equipment. Provide pipe supports at changes in direction or elevation, adjacent to flexible couplings, adjacent to nonrigid joints, and where otherwise shown. Do not install pipe supports and hangers in equipment access areas or bridge crane runs.

J. Install supports to allow controlled movement of piping systems, permit freedom of movement between pipe anchors, and facilitate action of expansion joints, expansion loops, expansion bends, and similar units.

K. Piping shall be free to move when expands or contracts, except where fixed anchors are indicated. Where adequate hanger rod swing length cannot be provided or where pipe movement based on expansion of 1 in./100 ft for each 100°F change in temperature exceed 1/2 in., provide approved roller supports.

L. Support piping 6 in. and larger on trapeze hangers with rollers.

* * * END OF SECTION * * *

SECTION 22 05 53
PIPING AND EQUIPMENT IDENTIFICATION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Plastic pipe markers.
2. Plastic equipment markers.
3. Painting natural gas piping.
4. Piping system color coding schedule.

B. Identification furnished as part of equipment is specified as part of equipment assembly in other sections and shall comply with requirements of this section.

C. Identification requirements of electrical work, not work of this section.

1.02 SUBMITTALS

A. Product Data: Submit manufacturer's technical product data and installation instructions for each identification material and device required. Submit listing of each flow stream identifier with associated color coding.

B. Submit in accordance with Section 01 33 00.

1.03 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Firms regularly engaged in manufacture of identification devices of types and sizes required, whose products have been in satisfactory use in similar service for not less than 5 yrs.

B. Regulatory Requirements:

1. ANSI Standards: Comply with ASME A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Allen Systems, Inc.

B. Brady (W.H.) Company, Signmark Division.

C. Marking Services, Inc.

D. Industrial Safety Supply Company, Inc.

E. Seton Name Plate Corporation.

F. Or equal.

2.02 MECHANICAL IDENTIFICATION MATERIALS

A. Provide manufacturer's recommended products as specified for each application.

B. Where more than single type is specified for application, selection is installer's option, but provide single selection for each product category.

C. Bands, markers, and identification materials used in mechanical rooms and process locations shall be rated for exterior application and suitable for withstanding occasional wash down.

2.03 LETTERING AND GRAPHICS

A. Coordinate names, abbreviations, and other designations used in mechanical identification work with corresponding designations shown, specified or scheduled. Provide numbers, lettering, and wording as indicated or if not indicated, as recommended by manufacturers or required for proper identification and operation and maintenance of mechanical systems and equipment.

B. Multiple Systems: Where multiple systems of same generic name are shown or specified, provide identification indicating individual system number as well as service (i.e., Make-up air units; MAU-1 and MAU-2, etc.).

2.04 PLASTIC PIPE MARKERS

A. Snap-On Type: Provide preprinted, semi-rigid snap-on, color coded pipe markers complying with ASME A13.1.

B. Pressure Sensitive Type: Provide preprinted, permanent adhesive, color coded, pressure sensitive vinyl pipe markers complying with ASME A13.1. Dot matrix printing is not acceptable.

C. Small Pipes: For external diameters less than 6 in. (including insulation, if any), provide full band pipe markers, extending 360 degrees around pipe at each location, fastened by 1 of following methods:

1. Snap-on application of pretensioned, semi-rigid plastic pipe marker.
2. Adhesive lap joint in pipe marker overlap.
3. Taped to pipe (or insulation) with color coded plastic adhesive tape not less than 4 in. wide, full circle at both ends of pipe marker, tape lapped 1-1/2 in.

D. Lettering: Comply with piping system nomenclature as specified, scheduled or shown and abbreviate only as necessary for each application length, and only with approval of ARCHITECT/ENGINEER. Lettering height shall be as follows:

Outside Pipe Diameter (in.)	Minimum Letter Height (in.)	Minimum Length of Marker (in.)
3/4 to 1-1/4	1/2	8
1-1/2 to 2	3/4	8
2-1/2 to 6	1-1/4	12

E. Arrows: Print each pipe marker with arrows indicating direction of flow, either integrally with piping system service lettering (to accommodate both directions), or as separate unit of plastic.

F. Label and band colors in accordance with ASME A13.1, Pipe Identification Schedule and following:

1. Lettering and arrows:

a. Black on yellow background for inherently hazardous materials.
b. White on blue (gaseous) or green (liquid) for low hazard materials.

c. White on red background for fire quenching materials.

2. Banding: Colors and band spacing as scheduled or as shown on Drawings.

2.05 PLASTIC EQUIPMENT MARKERS

A. 2-ply, 1/8 in. thick laminated engraved plastic, engraved.

1. Color: Black letters on white background.

B. Nomenclature: Include following, matching terminology on schedules as closely as possible:

1. Equipment name (i.e. chilled water pump No. 1).
2. Equipment Tag No. (i.e. 30-P-1).

C. Size: Provide approximate 3 in. by 6 in. (minimum) for equipment.

1. 1 in. high letters for equipment tag number.
2. 1/2 in. high letters for descriptive equipment name.

2.06 PAINTING OR COATING

A. Ferrous Metal:

1. Ferrous metal surfaces, normal exposure; stairs, ladders, handrails, exposed structural steel, catwalks, convectors, machinery, piping, and like items.

a. Step One: Blast clean to a commercial finish SSPC SP-6.
b. Step Two: Apply the following polyamide epoxy system curing time for each coat must be 12 hours.

2. Tnemec or equal:

a. One coat Tnemec Series 66-1255 Beige Hi-Build Epoxoline primer, 2.0 - 3.0 mils.
b. One coat of Tnemec Series 66 - color 2.0-3.0 mils.
c. For exterior exposure only add one coat Series 73 Endura-Shield, 2.0-3.0 mils.

PART 3 EXECUTION

3.01 GENERAL INSTALLATION REQUIREMENTS

A. Coordination: Where identification are to be applied to surfaces requiring insulation, painting or other covering or finish including valve tags in finished mechanical spaces, install identification after completion of covering and painting. Install identification prior to installation of acoustical ceilings and similar removable concealment.

3.02 PIPING SYSTEM IDENTIFICATION

A. Locate pipe markers with arrows and color bands as follows wherever piping exposed to view in occupied spaces, machine rooms, accessible maintenance spaces (shafts, tunnels, plenums), and exterior non-concealed locations.

1. Near each valve and control device.
2. Near locations where pipes pass through walls or floors, ceilings or enter non-accessible enclosures.
3. At access doors, manholes, and similar access points permitting view of concealed piping.
4. Near major equipment items and other points of origination and termination.

5. Spaced intermediately at maximum spacing of 30 ft along each piping run, except reduce spacing to 20 ft in congested areas of piping and equipment.
6. On piping above removable acoustical ceilings, except omit intermediately spaced markers.

B. Locate color bands at each marker and at intermediate spacing not to exceed 10 ft between bands, and at lesser spacing as indicated or as required by local codes.

C. Locate directional arrows at each marker. Provide 2 arrows at each tee or branch fitting.

D. Where piping is normally visible from more than 1 side, provide 2 or 3 labels and arrows spaced at 120 degree intervals around pipe in accordance with ASME A13.1.

E. Painting or Coating:

1. Painting of natural gas piping is work of this Section.
2. Colors listed are general. Actual colors will be selected at later date based on approved manufacturer and listed on color coordinating schedule. Colors shall match existing piping system color coding.

3.03 MECHANICAL EQUIPMENT IDENTIFICATION

A. Install plastic equipment marker on or near each major item of mechanical equipment and each operational device, if not otherwise specified for each item or device. Provide signs for each unit having equipment tag number on Drawings or in Specifications.

3.04 ADJUSTING AND CLEANING

A. Adjusting: Relocate any mechanical identification device visually blocked.

B. Cleaning: Clean face of identification devices.

3.05 FIELD QUALITY ASSURANCE

A. Final Survey and Repairs:

1. 1 yr after date of substantial completion, CONTRACTOR shall perform walk-through survey of mechanical identification systems and shall remove and replace any bands, labels, tags or markers that are loose, discolored, or defective.
2. Replacement materials shall be provided by CONTRACTOR, not drawn from OWNER'S extra material.

Piping Identification Schedule
Table 1 to Section 22 05 53

Flowstream Identifier	Background Label Color	Pipe Label Text	Pipe Color	Pipe Banding
FLAMMABLE GAS				
(NG)	Yellow	Natural Gas	Red	---

* * * END OF SECTION * * *

DIVISION 23

HEATING AND VENTILATING

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SECTION 23 05 93
TESTING, ADJUSTING, AND BALANCING

PART 1 - GENERAL

1.01 SUMMARY

A. Extent of testing, adjusting, and balancing (TAB) work required by this section indicated on Drawings, schedules, and by requirements of this section. Defined to include, but not necessarily limited to, air distribution systems, hydronic distribution systems, and associated equipment and apparatus of mechanical work. Work consists of setting speed and volume (flow) adjusting facilities provided for systems, recording data, conducting tests, preparing and submitting reports, and recommending modifications to Work as required by Contract Documents.

B. Section Includes:

1. Fans.
2. Make-up air units.
3. Ductwork systems.

C. Equipment sections describe installation and startup of equipment to be tested, adjusted, and balanced.

D. Piping system sections describe pressure testing of piping and ductwork systems.

1.02 SUBMITTALS

A. Tests:

1. Submit certified test reports signed by test and balance supervisor performing TAB work.
2. Include identification and types of instruments used and most recent calibration date with submission of final test report.
3. Submit biographical data on ENGINEER directly supervising testing, adjusting, and balancing work.

B. Shop Drawings:

1. Submit sample test data forms complete with certifying agency logo, identifying required test data, date, page number, system designation, system location, Project name, and balancer's name.

C Operation and Maintenance (O&M) Data:

1. Include copies of certified test reports, identification of instruments, and data on ENGINEER.

D. Submit in accordance with Section 01 33 00.

1.03 QUALITY ASSURANCE

A. Tester's Qualifications: Firm certified by NEBB in testing and balancing disciplines similar to those required for Project, not installer of system to be tested, and otherwise independent of Project.

B. Regulatory Requirements:

1. NEBB Compliance: Comply with NEBB'S Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems, as applicable to mechanical air and hydronic distribution systems and associated equipment and apparatus.

C. Industry Standards: Comply with ASHRAE recommendations pertaining to measurements, instruments, and testing, adjusting, and balancing except as otherwise indicated.

1.04 PROJECT/SITE CONDITIONS

A. Do not proceed with testing, adjusting, and balancing work until system complete and operable. Ensure no later residual work still to be completed.

B. Do not proceed until Work scheduled for testing, adjusting, and balancing clean and free from debris, dirt, and discarded building materials.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

A. Except as otherwise indicated, use same products as used in original construction for patching holes in insulation, ductwork, and housings cut or drilled for test purposes, including access for test instruments, attaching jigs, and similar purposes.

1. At tester's option, plastic plugs with retainers may be used to patch drilled holes in ductwork and housings.

2.02 TEST INSTRUMENTS

A. Utilize test instruments and equipment for TAB work required of type, precision, and capacity as recommended in following TAB standards.

1. NEBB'S Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine installed Work and conditions under which testing to be done to ensure Work complete, clean, and operable. Do not proceed with TAB work until unsatisfactory conditions corrected in manner acceptable to tester.

3.02 ADJUSTMENT

A. Test, adjust, and balance environmental systems and components as indicated, in accordance with procedures outlined in applicable standards.

1. Adjust flows to within -0% to +10% of scheduled values, or as otherwise instructed by ENGINEER.

B. Test, adjust, and balance system during summer season for air conditioning systems and during winter season for heating systems, including minimum period of operation at outside conditions within 5°F (3°C) wet bulb temperature of maximum summer design condition, and within 10°F (6°C) dry bulb temperature of minimum winter design condition. When seasonal operation does not permit measuring final temperatures, then take final temperature readings when seasonal operation permits.

C. Patch holes in insulation, ductwork, and housings cut or drilled for test purposes in same manner as original construction.

D. Mark equipment settings including damper control positions, valve indicators, fan speed control levers, and similar controls and devices to show final settings at completion of TAB work. Provide markings with paint or other suitable permanent identification materials.

E. Retest, adjust, and balance systems subsequent to significant system modifications and resubmit test results.

1. Provide services of qualified testing and balancing technician for random checking of systems by ENGINEER. If, during spot checking by ENGINEER, performance less than 10% of installation falls outside of specified performance parameters, rebalance entire installation.

3.03 REPORT PREPARATION

A. Prepare report of test results including instrumentation calibration reports, in format recommended by applicable standards.

B. Prepare report of recommendations for correcting unsatisfactory mechanical performances when system cannot be successfully balanced including, where necessary, modifications exceeding requirements of Contract Documents for mechanical work.

* * * END OF SECTION * * *

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SECTION 23 07 00
HVAC INSULATION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Ductwork System Insulation:

a. Make-up air ductwork located outdoors and within dog house.

1.02 SUBMITTALS

A. Schedule below identifies information required for each item of material or equipment.

Unit Type	Submittal Information Item
Ductwork System Insulation	1

B. Submittal Information:

1. Product Data: Submit manufacturer's specifications and installation instructions for each type of mechanical insulation. Submit schedule showing manufacturer's product number, thickness, and furnished accessories for each mechanical system requiring insulation.

C. Submit Item 1 in accordance with Section 01 33 00.

D. Information submitted by CONTRACTOR, but not designated to be submitted will be returned without actions by ENGINEER.

1.03 QUALITY ASSURANCE

A. Manufacturers: Firms regularly engaged in manufacture of mechanical insulation products of types and sizes required whose products have been in satisfactory use in similar service for not less than 3 yrs.

B. Installer: Firm with at least 5 yrs successful installation experience on projects with mechanical insulations similar to that required for Project.

C. Flame-Smoke Ratings: Provide composite mechanical insulation (insulation, jackets, coverings, sealers, mastics, and adhesives) with flame spread rating of 25 or less, and smoke developed rating of 50 or less, tested in accordance with ASTM E84.

D. Regulatory Requirements:

1. International Mechanical Code (2015).
2. International Energy Code (2015).

1.04 DELIVERY, STORAGE, AND HANDLING

A. Deliver insulation, coverings, cements, adhesives, and coatings to site in containers with manufacturer's stamp or label affixed, showing fire hazard ratings of products.

B. Protect insulation against dirt, water, chemical, and mechanical damage. Do not install damaged insulation; remove from Project site.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Manufacturer's equipment used as basis of design for Project is name indicated in Specifications for particular type of equipment or application contained in these Contract Documents. If no manufacturer listed, basis of design is industry standard indicated.

2.02 GENERAL

A. Provide materials and products complying with NFPA No. 90A and meeting requirements for flames spread of less than 25, smoke developed rating of less than 50, and fuel contributed of less than 50 when tested in accordance with ASTM E84.

2.03 FIBERGLASS INSULATION MATERIALS

A. Manufacturers:

1. Certainteed Corporation.
2. Schuller International, Inc.
3. Knauf Fiberglass Corporation.
4. Owens-Corning Fiberglass Corporation.
5. Or equal.

B. Rigid Fiberglass Ductwork Insulation: ASTM C612, high temperature, rigid fibrous glass board with Schedule 1 jacket type and minimum thickness, and class for service temperatures indicated.

1. FGD-1 (Nonload Bearing): ASTM C612, Class 1; ASTM C547, ASTM C553, ASTM C592, and ASTM C612, Form A, Class 1, average density 1.5 pcf, maximum k = 0.24 Btu in./hr sq ft °F, to 400°F (204°C).
2. FGD-2 (Load Bearing): ASTM C612, Class 2; ASTM C547, ASTM C553, ASTM C592, and ASTM C612, Form A, Class 2, average density 3.0 pcf, maximum k = 0.23 Btu in./hr sq ft °F, to 400°F (204°C).

2.04 VAPOR BARRIER AND JACKETING MATERIALS

A. JK1, Kraft Paper Faced Vapor Barrier Material: FS HH-B-100B, Type I, all service type aluminum foil and fiberglass yarn reinforced kraft paper. Manville Type AP, or equal.

1. Maximum water vapor permeability, ASTM E96/E96M, 0.02 perms.
2. Minimum tensile strength, ASTM D828, 40 lbs/in. width.
3. Minimum Mullen burst pressure, ASTM D774/D774M, 70 psi.

B. JA1, Aluminum Foil Faced Vapor Barrier Material: ASTM C 1136,Type II, all service type aluminum foil and fiberglass yarn reinforced kraft paper. Manville Type FSK, or equal.

1. Maximum water vapor permeability, ASTM E96/E96M, 0.02 perms.
2. Minimum tensile strength, ASTM D828, 40 lbs./in. width.
3. Minimum Mullen burst pressure, ASTM D774/D774M, 70 psi.

C. Weatherproof Rigid Metal Jacket Materials:

1. JRA, 0.016 in. aluminum, with Pittsburg seam, butt joint strips, matching fitting covers, and weatherproof mastic.

2.05 INSULATION ACCESSORIES

A. Ductwork Insulation Accessories: Provide staples, wires, bands, wire netting, stud pins, and metal cover tape, anchors, corner angles, and similar accessories as recommended by insulation manufacturer for application indicated.

B. Insulating Compounds: Provide fire retardant, moisture resistant, mildew resistant, and verminproof cements, mastics, sealers, protective finishes, and similar compounds as recommended by insulation manufacturer for applications intended.

1. Insulation Bonding and Lap Adhesives: Benjamin Foster No. 85-20, or equal.
2. Vapor Barrier Coatings: Benjamin Foster No. 30-35, or equal.
3. Lagging Adhesives: Benjamin Foster No. 30-36, or equal.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install in accordance with manufacturer's written instructions and recognized industry practices to ensure insulation serves intended purpose.

B. Install insulation materials with smooth and even surfaces and on clean and dry surfaces. Butt insulation joints together to ensure complete and wrinkle-free fit over surfaces to be covered. Do not use mastic or joint sealer as filler for gaping joints and excessive voids resulting from poor workmanship. Apply insulation using staggered joint method for both single and double layer construction, where feasible. Where multiple layers required, apply each layer of insulation separately.

C. Maintain integrity of vapor barrier of insulation and protect to prevent puncture and other damage.

D. Extend insulation without interruption through walls, floors, and similar penetrations, except where otherwise indicated.

E. Install insulation on systems and equipment subsequent to testing and acceptance tests. Do not apply insulation to hot surfaces.

F. Insulate each continuous run of piping with full length units of insulation, with single cut piece to complete run. Do not use cut pieces or scraps abutting each other.

G. Cover insulated equipment surfaces with glass cloth jacketing wrinkle-free and positively secured. Lap seams at least 2 in. Apply over vapor barrier where applicable. Do not insulate boiler manholes, handholes, cleanouts, ASME stamps or manufacturer's nameplates. Provide beveled edge at interruptions of insulation.

H. Trowel insulated surfaces with layer of insulating cement, leaving smooth continuous surface. Fill in scored block, seams, chipped edges, and depressions and cover over wire netting and joints with cement.

I. Cover valves, fittings, and similar items in each piping system with equivalent thickness and composition of insulation as applied to adjoining pipe run. Install factory molded, precut or job fabricated fittings, at installer's option, except where specific form or type indicated.

J. Provide removable insulation sections to cover parts of equipment which will be opened periodically for maintenance. Include metal vessel covers, fasteners, flanges, frames, and accessories.

K. Corner Angles: Except for oven and hood exhaust duct insulation, install corner angles on external corners of insulation on ductwork in exposed finished spaces before covering with jacketing.

L. Install protective metal shields and insulated inserts wherever needed to prevent compression of insulation.

M. Pipe Hanger Insulation Inserts: Butt pipe insulation against pipe hanger insulation inserts. For hot piping, apply 3 in. wide vapor barrier tape or band over butt joints. For cold piping, apply wet coat of vapor barrier lap cement on butt joints and seal joints with 3 in. wide vapor barrier tape or band.

N. Insulation Exposed to Weather: Protect from weather by installing Type JRA jacketing.

O. Metal Jackets for ductwork located outdoors: Ensure longitudinal and circumferential joints overlap at least 2 inches wide, with field-cut edge of circumferential joint turned under one inch to provide smooth edge. Place longitudinal joints to shed water. Seal joints with insulation manufacturer's recommended weatherproof coating. Secure jackets in place with aluminum bands on 9 inch centers. Do not use dissimilar metals for direct duct connections. Where pipes penetrate exterior walls, continue increased thickness required for pipe exposed to weather and metal jackets through sleeve to a point 2 inches (50.8 mm) beyond interior wall surface. Where metal jacket abuts an uninsulated surface, seal joints with weather proof mastic, recommended by insulation manufacturer. Apply two coats of weatherproof coating recommended by insulation manufacturer to entire surface with a layer of glass cloth embedded between coats. Ensure glass cloth overlaps not less than 2 inches (50.8 mm) at joints and adjoining surface. Each coat of weatherproof coating shall be 1/16-inch (1.588 mm) minimum thickness.

3.02 DUCTWORK AND EQUIPMENT INSULATION

A. Insulate ductwork and equipment in accordance with Schedule 1.

B. Definitions:

1. Exposed: Installed in plain view of sight. (Example: Ductwork installed in Mechanical Rooms and Buildings with no drop ceilings.)
2. Concealed: Installed out of sight. (Example: Ductwork installed above drop ceiling, within duct chase, or within a roof mounted doghouse)

3.03 PROTECTION AND REPLACEMENT

A. Replace damaged insulation which cannot be repaired satisfactorily, including units with vapor barrier damage and moisture saturated units.

B. Protection: Protect insulation work during remainder of construction period to avoid damage and deterioration.

SCHEDULE 1 TO SECTION 23 07 00
Ductwork and Equipment Insulation Thickness (in.)

Item	Insulation Type	Jacket Type	Insulation Thickness
Ductwork located outside and concealed within roof mounted dog house	FGD-1	JK-1/JA-1 w/ JRA	2
	FGE-6	JK-1/JA-1 w/ JRA	2

* * * END OF SECTION * * *

SECTION 23 09 33
AUTOMATIC TEMPERATURE CONTROL SYSTEMS

PART 1 GENERAL

1.01 SUMMARY

A. System Description:

1. Provide electric and/or direct digital control (DDC) systems for HVAC equipment specified.
2. Provide all the necessary control hardware including required processor, controllers, room sensors, and relays meet the HVAC control sequence of operation and other requirements of this Section. Control sequences are specified in Section 23 09 93.
3. All Electric/ DDC system components included shall be installed in manufacturer provided controls panel and/or enclosed within Temperature Control Panel (TCP-1).
4. Provide all required hardware/ devices, control wiring, calibration, testing, commissioning, software programming, and data base generation for a fully functioning HVAC Electric/ DDC Control System.
5. Note that not all devices described in this specification are required for this Project.
6. Roof top make-up air heating units are provided with manufacturer provided electric controls; See Section 23 73 33.

B. Control System Types:

1. The following control system types may be used in this Project.

a. Electric/Electronic Control System (Electric):

1) System using simple electric or electronic control devices.
2) User interface at control device.

b. DDC Control System (Non-Networked DDC):

1) Microprocessor-based DDC Control System utilizing standalone DDC Controllers.
2) Information within control system can be utilized by any control component over high-speed network.
3) User interface at temperature control panel.

Control Type Schedule		
Location	**System**	**Control Type**
All	Simple thermostatic controlled electric heaters (EH's) and fans, manually/locally controlled fans and systems controlled by TCP-1.	Electric/DDC (Non-BAS)

C. Provide following electrical work as Work of this section, complying with requirements of Division 26.

1. Control and power wiring between field installed controls, indicating devices, and unit control panels.

D. Work by Others:

1. Power supply wiring for HVAC Equipment by Owner.
2. Non-UPS 20-amp power circuit for control power for HVAC Automatic Temperature Control System devices by Owner.

1.02 DEFINITIONS

A. Point Chart:

1. System Description: Particular system to which the following points apply.
2. Point Type:

    a. Supervised Binary: Point type having 2 conditions or values and no intermediate units. Change of state initiates alarm or advisory sequence and requires acknowledgment of alarm condition and initiates alarm or advisory sequence. Provide software definable advisory sequence.
    b. Binary: Point type having 2 conditions or values and no intermediate values.
    c. Analog: Point type having continuous range of values. Accomplish analog sensing by RTD sensing elements located directly in medium to be measured. Locate temperature sensors within wells when measuring liquid temperatures.
    d. Start/Stop: Point type changing binary state of controlled variable.
    e. Adjust: Point type changing analog condition of controlled variable.

B. Analog Indication: Type of readout provided for analog points accessed by operator.

C. Binary Indication: Type of readout provided for binary points accessed by operator or alarming condition.

D. Applications/Programs: Building automation system/direct digital control processes to be applied to system or point identified under point type.

1.03 SUBMITTALS

A. Product Data:

1. Submit manufacturer's technical product data for each control device furnished indicating dimensions, capacities, performance characteristics, electrical characteristics, finishes of materials, and installation and startup instructions.
2. Motors: For poly-phase motors 5 hp and larger, submit in accordance NEC. For single-phase, definite purpose, special purpose and general purpose poly-phase motors less than 5 hp, submit NEMA design types, construction, insulation class, NEMA frame size, horsepower, voltage and amp draw characteristics, and service factor for each common application.

B. Shop Drawings: Submit for each electric control system.

1. Schematic flow diagram of system showing fans, pumps, coils, dampers, valves, and control devices.
2. Label each control device with setting or adjustable range of control.
3. Indicate required electrical wiring. Differentiate between portions of wiring factory-installed and portions field-installed. Provide wiring diagrams for each control device along with other details required to demonstrate that the system has been coordinated and will function as a system.
4. Provide details of construction, layout, and location of each temperature control panel (TCP) within the building, including instruments location within panel and panel face, and labeling. Indicate which piece of mechanical equipment is associated with each controller and what area within the building is being served by that equipment. For terminal unit control, provide a room schedule that would list mechanical equipment tag, room number of space served, address of DDC controller, and other pertinent information required for service.
5. Provide written description of sequence of operation.
6. Represent panel mounted control components within designated panel section on Drawings. Provide one-line detailed schematic of wiring.
7. Provide one-line schematic for starters affected by control system showing interlocks between starters and control system and any other interlocks not necessarily provided as part of control system.
8. Dampers: Submit leakage and flow characteristics of dampers, and size schedule for controlled dampers.

C. Operating and Maintenance (O&M) Data:

1. Maintenance instructions including lubrication instructions, filter replacement, motor and drive replacement, and spare parts lists. Include this data in maintenance manual.
2. Provide schedule of maintenance tasks necessary to keep CONTRACTOR guarantee in effect through guarantee period.
3. Provide list of recommended frequency of recommended preventive maintenance procedures and tools required to perform tasks. Provide instructions for each task in O&M data.

D. Submit in accordance with Section 01 33 10.

1.04 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Firms regularly engaged in manufacture of electric control/ DDC control equipment, of types and sizes required, whose products have been in satisfactory use in similar service for not less than 8 yrs.

B. Installer's Qualifications: Firm specializing and experienced in electric control/ DDC control system design and installation, and manufacturer, or franchised representative of manufacturer of control system to be installed for no less than 3 years.

1. Service response time during warrantee period shall be four hours or less, 24-hours/day, 7-days/week.

C. Regulatory Requirements:

1. Provide electrical products tested, listed, and labeled by UL and complying with NEMA standards for electrical requirements of areas in which controls are installed.
2. DDC manufacturer shall provide written proof with shop drawings that the equipment being provided is in compliance with F.C.C. rules governing the control of interferences caused by Digital Electronic Equipment to Radio Communications (Part 15, Subpart J, Class A).
3. Refer to Drawings for specific area classifications impacting control system design.

1.05 DELIVERY, STORAGE AND HANDLING

A. Ship each piece of equipment and control device in factory cartons. Provide factory-applied plastic end caps on each length of pipe and tube.

B. Maintain cartons and end caps through shipping, storage, and handling as required to prevent equipment and pipe end damage and eliminate dirt and moisture from equipment and inside of pipe and tube.

C. Store equipment indoors in clean, dry area until ready for installation.

D. Any damaged equipment and control devices shall be replaced.

1.06 MAINTENANCE

A. Within 30 days after Substantial Completion, present to OWNER for consideration, preventive maintenance contract to cover service incidental to continued proper performance of system and devices during guarantee period.

B. Maintenance of system components are not CONTRACTOR'S responsibility during and after guarantee period, unless contracted for by OWNER.

C. Provide schedule of maintenance tasks necessary to keep CONTRACTOR guarantee in effect through guarantee period.

D. Provide list of recommended preventive maintenance procedures including task frequency and tools required to perform tasks. Provide instructions for each task in O&M data.

E. OWNER will keep records, schedules, and other reports documenting OWNER-performed prescribed maintenance procedures during guarantee period. CONTRACTOR not liable for defective systems, devices or components or repair, if OWNER-performed required preventive maintenance procedures not performed and documented.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Manufacturer's equipment used as basis of design for Project is name indicated in Specification for particular type of equipment or application contained in Contract Documents. If no manufacturer listed, basis of design is industry standard indicated.

B. Manufacturers:

1. Automated Logic Controls.
2. Carrier United Technologies.
3. Distech Controls.
4. Johnson Controls.
5. Honeywell.
6. Siemens.
7. Or equal.

2.02 GENERAL

A. Provide automatic temperature control products and supporting system components of type, architecture, size, and capacities indicated, conforming to manufacturer's standard materials and components as published in product information; designed and constructed as recommended by manufacturer and required for application indicated.

2.03 VALVES

A. Control Valves:

1. General:

   a. Provide factory-fabricated, electrically actuated control valves of type, body material, and pressure class required.
   b. Where type or body material not indicated, provide selection as determined by manufacturer for installation requirements and pressure class based on maximum pressure and temperature in piping system.
   c. Equip control valves with heavy duty actuators and proper shut-off rating for each individual application.

2. Water Service Valves: Equal percentage characteristics with rangeability of 50 to 1.
3. Single Sealed Valves: Cage type trim providing seating and guiding surfaces for plug on top and bottom guided plugs.
4. Double Seated Valves: Balanced plug type with cage type trim providing sealing and guiding surfaces on top and bottom guided plugs.
5. Valve Trim and Stems: All sizes, polished stainless steel.
6. Packing: Spring loaded Teflon, self-adjusting.
7. Valve Pressure Drop: Size valves for following.

   a. 3-Way Valves: Valve pressure drop shall equal or exceed pressure drop of terminal devices served. Pressure drops of valves in secondary piping bridge circuits shall not exceed 5 ft of water column.

b. 2-Way Valves: Valve pressure drop shall not exceed 5 ft. of water column.

2.04 ACTUATORS

A. Electric Operators: Size motors to operate with sufficient reserve power to provide smooth modulating action or 2-position action as specified in Section 23 09 93.

1. Provide permanent split capacitor or shaded pole type motors with gear trains completely oil immersed and sealed. Equip spring return motors, where indicated on Drawings or in operational sequence, with integral spiral spring mechanism. Furnish entire spring mechanism in housings designed for easy removal for service or adjustment of limit switches, auxiliary switches or feedback potentiometer.
2. Equip motors for outdoor locations and outside air intakes with O-ring gaskets designed to make motors completely weatherproof, and internal heaters permitting normal operation at -40°F (-40°C).
3. Furnish multiple spring return motors for dampers larger than 25 sq. ft. Size spring return motors for running torque rating with minimum 3 to 1rated to required torque ratio.
4. Furnish modulating electric operators with control circuitry designed to accept 4-20 mA, 2 to 10 vdc, or pulse width modulation input control signals, appropriate to application.

2.05 INPUT DEVICES

A. Room Thermostats/ Space Sensors:

1. Provide auto changeover, solid state programmable thermostats with user adjustable temperature and relative humidity set-points, dead bands, and offsets.

a. Temperature range: 50°F to 104°F.
b. Humidity range: 10% to 90%.

2. Provide explosion-proof override thermostat located inside Grit Room:

a. Nema-7 & 9 rated; Class I, Divisions 1 and 2, Groups C & D.
b. Temperature range: 36°F to 82°F.
c. Adjustable set-point knob.
d. Snap action switch operation in SPDT configuration rated to 22 amps at 480VAC max.
e. Dwyer Model 862E or equal.

B. Temperature Sensors:

1. Provide temperature sensing elements of nickel wire, electric resistance type for space, well, or duct insertion application.
2. Elements shall have reference resistance of 1,000 ohms/°F, with reference resistance of 1,000 ohms at 70°F, with temperature coefficient of 3 ohms/°F.
3. Resistance tolerances shall be 1.0% at 70°F.
4. Minimum ambient temperature range shall be -40°F to 216°F.

C. Water Flow Switches:

1. Stainless steel or bronze paddle types.
2. Chilled Water Application: Vapor-proof type to prevent condensation in switch.
3. Bellows actuated mercury or snap acting type with appropriate scale range and differential adjustment for service indicated.

D. Static Pressure Sensors:

1. Provide pressure sensors as required for the applications.
2. Un-directional with ranges not exceeding 150 percent of maximum expected input.

3. Temperature compensated with typical thermal error or 0.06 percent of full scale in temperature range of 40°F to 100°F.
4. Accuracy: One percent of full scale with repeatability 0.3 percent.
5. Output: 0-5 Vdc with power at 12 to 28 Vdc.

E. Humidity Sensors:

1. Provide linearly proportional humidity sensing elements for room or duct insertion application.
2. Elements operating range of 10% to 90% relative humidity with accuracy of 1% and maximum drift of 11%/year.

F. Carbon Dioxide Sensor:

1. Provide linearly proportional CO_2 sensing elements for return duct insertion application.
2. Elements operating range 0 to 2000 PPM adjustable with accuracy +/- 30 PPM or +/- 3% of reading at normal temperature and pressure.
3. Output: 0-20 mA or 0-10 Vdc with power at 12 to 28 Vdc.

G. Carbon Monoxide Sensor:

1. The detector shall be an ETL listed unit containing a control board and sensor board that conforms completely to the UL 3111-1 standard.
2. The detector shall contain carbon monoxide and nitrogen dioxide sensor.
3. Carbon monoxide detection levels shall range from 20 to 55 ppm.
4. The detector shall have a power supply fuse rated for 0.4 amps at 24 volt power.
5. The detector shall provide a 4-20 ma DC or 0-10 VDC signal and shall have separate proportional outputs for carbon monoxide. The signal shall be compatible with building management system.
6. Output relays providing a normally closed set of contacts for the low alert and for the alarm shall be provided. These relays shall provide a fail-safe that will automatically activate the ventilation equipment.

2.06 OUTPUT DEVICES

A. Relays and Contactors:

1. UL listed units rated for 100,000 cycles with resistive loads. Equip with replaceable molded coils and replaceable silver cadmium oxide contacts. Coat core laminations with heat resistant inorganic film to reduce core losses.
2. For line and load terminals on contactors with higher than 35 amp rating, provide 1-piece formed and welded pressure type.
3. For 35 amp or lower rating, provide screw type contactors.
4. Equip field-mounted contactors with suitable steel enclosures.

2.07 ELECTRONIC CONTROLLERS

A. Electronic Controllers:

1. Provide electronic controllers designed as individual components and fully protected by steel enclosures.
2. Provide individual controllers of multiple input type with provisions for user adjustment.
3. Identify adjustments clearly on controllers including proportional band and authority.
4. Where single electronic controller required for specific application, can be built-in as integral part of control motor, but only where provided with easily accessible control adjustment.
5. Provide 2-position or proportional electric controller power output as required by specified sequence of operations.

B. Step Controllers:

1. Provide step controllers for control sequencing or control of staged outputs with heavy duty switching rated to handle loads.

2.08 FIELD PROCESSING UNITS (FPU)

A. General:

1. Provide stand-alone, programmable, microprocessor based direct digital controllers with hardware and operation/programmer terminals, suitable for multi-function operation, capable of being incorporated into larger BAS. Integration of individual equipment controllers is anticipated unless noted in the indicated control sequences.
2. Include controller, controller enclosure, field termination equipment, line power subassembly, self-diagnostic board, 720-hour minimum back-up power, power filter, magnetic media loader, and microprocessor.
3. Operating Environment: 0°F to 140°F, 10% to 90% relative humidity.
4. Communication Port: BACnet MS/TP – 9600bps, 19.2 kbps, 38.4 kbps, or ARCNET 156 kbps.
5. Expandability: Xnet remote expansion port for communication with up to 3 MPC XPIO expanders (500 kbps).
6. Inputs: 12 inputs, configurable for 0-5 Vdc, 0-10 Vdc, 0-20 mA, thermistor (10k Type II), 1k RTD (Platinum, Nickel, or Balco), and Dry Contact. Inputs are 14 bit A/D and support up to 40 pulses per second (12.5 msec min. pulse).
7. Outputs: 8 outputs, configurable for 0-10 Vdc, 0-20 mA, or 24 VDC (50 mA relay drive). Outputs have H-O-A switches, including potentiometer for manual adjustment of analog outputs.
8. Power Requirement: 24VAC +/- 10%, 60 Hz, 50 VA power consumption, 26 VDC, 23 W.
9. Power Protection: Replaceable 3 Amp Pico fuses.
10. Battery: 10-year Lithium CR123A battery, 720 hours of time retention during power outages.
11. Real Time Clock: Battery-backed real time clock.
12. Status Indicators: LED status for communications and low battery, 7-segment status display for running, errors, and power.
13. Provide Carrier i-Vu^{R} user interface, plug-and-play BACnet controllers, Model MPC Open XP.

B. Local Display and Adjustment Panel:

1. Provide portable or permanent local display and adjustment panel with digital display for current values of analog variables, binary conditions, off-normal scans, and other analog or binary information required for analysis and adjustment of each system being controlled.
2. Provide keyboard for access of information relative to desired system point or parameter and for manual local adjustments of control function parameters including, but not limited to following.

    a. Proportional gain.
    b. Integral rate.
    c. Velocity and acceleration constants associated with incremental control.
    d. On-Off values of 2-position control.
    e. Analog high and low limits.
    f. Control setpoints.

C. Field Programmability:

1. Provide each FPU with necessary mathematic, logic, and utility functions, standard automatic control functions, and calculations in read-only memory (ROM) available in any combination for unit software. Provide routines including, but not limited to following.

    a. Math routines for basic arithmetic, binary logic, relational logic, and fixed formulas for psychometric calculations.
    b. Utility routines for process entry and exit, keyboard functions, variable adjustments, output, alarm indication, and restart.

c. Control routines for signal compensation, loop control, energy conservation, and timed programming.

2. Share final field programs in random access memory (RAM).

a. Provide password access only to operators with password number for program and control parameter adjustments.
b. Provide display of variables without password. Provide indication when operator in limited access mode.

D. Calibration Compensation:

1. Provide hardware with provisions for automatic compensation for power supply fluctuations from long-term sensor drift and short-term sensor drift caused by ambient temperature variations, to maintain accurate, long-term calibration of analog-sensing and modulating-output circuits.

E. Diagnostics:

1. Provide nondestructive self-test procedure for each FPU, in final program, to check microprocessor and FPU circuits.
2. Provide alarm indication when problem condition detected, until problem condition corrected.
3. Identify problem conditions during operator-activated alarm scans.

F. Default Operating Procedure and Alarm:

1. Identify system input and output parameters for reliability for use in control function calculations.
2. Indicate alarm condition and use preprogrammed default value in control function calculation software when automatic control function calculation requires use of value (sensed or calculated) identified as unreliable.
3. Annunciate alarm conditions such as Off-Normal, high, and low at local display and adjustment panel.

G. Field Processing Unit (FPU) Cabinets:

1. Provide enclosed metal cabinet for each FPU and associated input/output modules.
2. Provide each cabinet with key lock. Provide 2 master keys for FPU cabinets.
3. Terminate control wiring and system communications for FPUs at numbered terminal strips inside FPU cabinets.

H. UL Approval:

1. Provide FPUs approved and listed by UL as signaling systems.
2. Provide FPUs conforming with requirements of FCC.

2.09 SOFTWARE

A. Program system to perform automatic control functions necessary to optimally control energy consumption, including but not limited to following.

1. Comply with requirements of Section 23 09 93.
2. Accept inputs and produce outputs required for proper system operation for specified control sequences, for configurations involving following point types.

a. Contact inputs (binary).
b. Analog inputs.
c. Pulse-width modulated outputs.
d. 2-mode outputs such as start/stop, day/night.
e. Pulse totalization inputs (for accumulator functions).

3. HVAC Automatic Control Functions: Dry bulb economizer control, unoccupied cycle (time programming), master-submaster reset, demand reset, adaptive optimal start, totalization, summer/winter switchover, duty cycling, demand limiting, and interlocking.
4. OWNER-Tailored Programs: Provide library of routines, available in firmware, allowing generation of additional programs as may be required for specific OWNER requirements including, but not limited to following.

    a. Trending of variables; historical data storage; totalizing; holiday programming and custom calculation routines for calculating OWNER-requested system parameters such as boiler efficiency, chiller efficiency, and instantaneous electrical demand rate. Provide OWNER-tailored programs where indicated on point chart.

5. Provide operator controlled, on-line trend log program capability to sample analog and binary channels at operator-prescribed time of day or intervals for each trend for minimum 30-sample capacity.

B. Include global synchronization of field processing unit clocks and shared sensor data.

2.10 PANELS

A. Temperature Control Panels (TCP): Provide temperature control panels with suitable brackets for wall mounting for each control system. Locate local control panels adjacent to systems served.

1. Fabricate panels of 14 ga furniture quality steel or 6063-T5 extruded aluminum alloy, totally enclosed with hinged doors and keyed lock, with manufacturer's standard shop painted finish and color. Provide UL listed and certified cabinets for use with line voltage devices and NEMA rating suitable to the hazard classification. Provide Owner with two master keys for each control panel.

    a. Physical size of temperature control panel shall be determined by controls contractor and shall depend on the number of devices provided. Any additional TCP's not shown shall be included in the base bid.
    b. The maximum panel width shall be limited to 36-in.
    c. The maximum servicing height shall not exceed 7'-0" above finish floor.

2. Panel-Equipment: Include controllers, relays, switches and other control devices. Fasten devices with adjustments accessible through front of panels.
3. Door-Mounted Equipment: Flush-mount (on hinged door) manual switches including damper Minimum-Off positioning switches, Summer-Winter switches, and Manual-Automatic switches, including dial thermometers, pressure gauges, digital touchscreen displays, LED indicating lights, and operator keypads.
4. Temperature control panels mounted inside Mechanical/ Electrical Rooms shall be constructed to Nema-4. Any panels located in chemical rooms or any other corrosive and/or wet environment shall be constructed to Nema-4X.
5. Indicating lights on the panel cover shall be minimum ¾-in. diam. oil tight push to test lights, with 24 VAC replaceable light bulbs. Lights shall be LED; Green for run/energized, Red for fault/alarm.
6. Furnish panel as-built electrical wiring diagrams and secured to inside of panel door or enclosed in plastic jacket placed inside of panel.
7. Provide non-destructible labeling on the inside surface of panel door to indicate the source (panel and circuit breaker number) of power to the panel.
8. Provide on-piece molded plastic terminal blocks with screw type terminals and barriers rated for 600 volts.
9. Provide 120V/24V fused transformer located within the control panel to power all devices requiring same.

2.11 CONTROL WIRING

A. Control Wiring: Provide wiring, high or low voltage other than power wiring required for proper operation of mechanical systems.

1. Control wiring from TCP's to field devices, motor starter control circuits, interlocks, thermostats, and equipment controllers shall be installed in conduit.
2. Includes all control wiring required to execute the sequence of operation.
3. Includes all control and power wiring between field installed controls, indicating devices, and unit control panels.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine areas and conditions under which electric control systems to be installed. Do not proceed with Work until unsatisfactory conditions corrected.

3.02 INSTALLATION

A. Install system and materials in accordance with manufacturer's instructions, roughing-in drawings, details on Drawings, and approved submittals. Install electrical components and use electrical products complying with requirements of applicable Division 26 sections of these Specifications. Mount controllers at convenient locations and heights.

B. Installation of Mechanical Devices: Refer to other Division 23 sections for installation of valve bodies, control sensor wells, and dampers.

3.03 EQUIPMENT AND WIRING

A. Control Wiring: Install and color code control wiring without splices between terminal points. Install in accordance with NFPA No. 70 and applicable sections of Division 26. Install wiring incidental to system installation.

1. Install circuits over 25 v with color coded minimum No. 12 wire in electric metallic tubing.
2. Install circuits under 25 v with color coded minimum No. 18 wire with 0.031 in. high temperature (105°F (41°C)) plastic insulation on each conductor and plastic sheath over all.
3. Install electronic circuits with color coded minimum No. 22 wire with 0.023 in polyethylene insulation on each conductor with plastic jacketed copper shield over all.
4. Install low voltage circuits, located in concrete slabs and masonry walls or exposed in occupied areas, in electric conduit.
5. Enclose line and low voltage wiring in raceway as follows:

    a. In classified areas: All conduit shall be rigid in classified areas.
    b. Concealed conduit: Conduit concealed above suspended ceilings or in masonry unit cores may be EMT.
    c. Exposed conduit: Conduit exposed lower than 10 feet above floor shall be rigid. Conduit exposed higher than 10 feet above floor may be EMT.

6. Do not install digital bus wiring in same conduit with line voltage wiring or other conductors with highly inductive loads.
7. Enclose line voltage wiring in conduit (EMT). Enclose low voltage wiring in conduit (EMT) when exposed.

B. Installation of Actuator Motors: Power damper motor from line voltage power or from dedicated transformer. Do not power damper motor from MCC or combination starter control transformer.

C. Installation of Relays and Starters: Where relays or motor starters are required to control single phase motors, damper operators and other loads, mount relays or starters in temperature control panels or dedicated electrical cabinets in accordance with UL 50 and Section 26 05 34.

3.04 FINAL ADJUSTMENT OF EQUIPMENT

A. After completion of installation, adjust thermostats, control valves, motors, and similar equipment provided under this section.

B. Verify programming for proper control action and adjust operating setpoints to achieve optimum system operation.

C. Include computer programming, record drawings, labor for adjusting and validating, and checkout necessary for operational system.

D. Provide specially trained personnel for final adjustment Work.

E. Startup, test, and adjust control systems. Demonstrate compliance with requirements. Replace damaged or malfunctioning controls and equipment.

F. Include callback capabilities during the warranty period to correct and debug control system problems without additional cost to Owner.

G. Provide field labor to coordinate commissioning activities with the TAB contractor and make final program adjustments upon completion of the TAB work.

H. Include a verification report of final system calibration.

I. Include field labor as required to test, debug, reprogram as needed, and recalibrate upon first change of seasons.

3.05 FIELD QUALITY CONTROL

A. Manufacturer's Field Services:

1. Supplier's or manufacturer's representative for equipment specified herein shall be present at jobsite or classroom designated by OWNER for mandays indicated, travel time excluded, for assistance during construction, startup, and training of OWNER'S personnel for equipment operation. Include:

    a. 1 manday for Installation Services
    b. 1 manday for Instructional Services
    c. 1 manday for Post Startup Services

2. Supplier or manufacturer shall direct services to system and equipment operation, maintenance, troubleshooting, and equipment and system-related areas. See Section 01 60 10.

B. Operator Instruction:

1. Provide hands-on operator instruction to OWNER'S operating personnel during system commissioning and at such time acceptable performance of automatic temperature controls established. Provide instruction during normal working hours by CONTRACTOR'S representative familiar with system software, hardware, and accessories.
2. At mutually agreed upon time during system commissioning, provide instruction to OWNER'S designated personnel on operation of equipment within automatic temperature control system and describe intended use with respect to programmed functions specified.

3. Include overall operational program, equipment functions (individually and as part of total integrated system), commands, advisories, and appropriate operator intervention required in responding to system operation. Include in O&M data.
4. Include a follow up operator instruction event at first change of season.
5. Provide operator instruction as noted above.

3.06 CLEANING

A. Clean factory finished surfaces. Repair marred or scratched surfaces with manufacturer's touch-up paint.

* * * END OF SECTION * * *

SECTION 23 09 93
AUTOMATIC CONTROL SEQUENCES

PART 1 GENERAL

1.01 SUMMARY

A. Operating equipment, devices, controllers, and system components required for automatic temperature control systems are specified in Sections 23 09 33.

1.02 DEFINITIONS

A. Control Sequences: Manner and method by which automatic temperature controls function. Requirements for each type of operation are described in this section.

B. Normal Mode: Mode or position-controlled device assumes without power.

C. Automatic Mode: Mode or position-controlled device assumes when under control of automatic system of controls.

D. Manual Mode: Mode or position-controlled device assumes when under manual control. Unless otherwise specified, manual mode implied and affects only device for which manual mode or position identified.

E. BAS: Building Automation System or HVAC Control System is used interchangeably.

1.03 SUBMITTALS

A. Shop Drawings:

1. Schematic flow diagram of system showing fans, pumps, coils, dampers, valves, and control devices.
2. Label each control device with setting or adjustable range of control.
3. Indicate pneumatic piping, factory and field wiring.
4. Indicate each control panel required with internal and external piping and wiring clearly indicated. Provide detail of panel face including controls, instruments, and labeling.
5. Include written description of sequence of operation.

B. Submit in accordance with Section 23 09 33.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

3.01 SEQUENCES OF OPERATION

A. Provide functioning automatic temperature control systems to control equipment as described in following functional descriptions and as depicted on Drawings.

3.02 INDIRECT-FIRED MAKE-UP AIR UNIT – 100% OA (PUMP BUILDING)

A. Control Sequence – Make-up Air Unit, MAU:

1. General:

   a. Manufacturer provided DDC controller and remote interface to be mounted at TCP-1 as specified in Section 23 73 33.
   b. Provide interposing relay with 120 volt coil and dry contact at TCP-1 to accept 120 volt signal from existing Wet Well light switch. Owner to provide 120 volt signal from light switch to TCP-1.

2. Units Served:

   a. MAU-4: Interlocked with roof exhaust fan (RE-1) and exhaust damper (CD-1).
   b. MAU-5: Interlocked with existing roof exhaust fan (RE-2) and exhaust damper (field verify).

3. Normal Mode: Off.

   a. Unit Fan: Off.
   b. Exhaust Fans: Off.
   c. Exhaust Air Damper: Closed.
   d. Gas Control Valve: Closed.
   e. Discharge Air Damper: Closed.
   f. Combustion Air Damper: Closed.
   g. Power Venter: Off.

4. Automatic/Hand Mode:

   a. Fan Control:

      1) MAU-4 (Grit Room): Start and stop unit automatically through manufacturer provided DDC controller and remote interface control panel including supply fan Hand-Off switch and Heat On-Off switch. Operate make-up air unit manually and run continuous.
      2) MAU-5 (Wet Well): Start and stop unit automatically through manufacturer provided DDC controller and remote interface control panel containing supply fan Hand-Off-Automatic switch and Heat On-Off switch. In Automatic mode, receive run signal within TCP-1, start fan, and run continuous. In Hand mode, start fan, and operate continuous.
      3 Provide 7-day programmable timeclock within TCP-1. Provide "MAU-5 Run Signal" to be sent to MAU-5 interface controller when the following occur:

         a) MAU-5 to operate at 10-minute intervals on the hour from 6:00 am to 6:00 pm, field adjustable.
         b) MAU-5 to operate when Wet Well Lights are turned on; Receive 120V signal at TCP-1 from light switch to activate run signal to operate Wet Well ventilation system.

   b. Damper Control: When unit called to operate, open discharge air damper.
   c. Power Venter Control: When unit called to operate in heating mode, turn on integral power vent exhauster.
   d. Exhaust Fan Control: Provide fan START contact closure(s) for motor star inputs provided by Owner. When fan is called to operate, open exhaust air damper, send START signal to OWNER, and operate fan continuously. When Run signal removed, reverse procedure. Contractor shall coordinate all Electrical Work with Owner.
   e. Heat Mode: Control discharge air temperature through discharge air temperature sensor (mounted in supply duct) with remote temperature selector located at remote interface control

panel and room override thermostat (Grit Room only). Set discharge air temperature and room override thermostat at 55°F, field adjustable. Provide discharge temperature digital readout at remote control panel. On demand for heat, open gas valve to minimum position, on further demand for heat, modulate gas valve to fully open position for each burner in stages. On satisfaction of demand for heat, reverse procedure.

f. Filter Status: Indicate filter pressure drop through remote interface control pane and unit mounted differential pressure switch and transmitter. When filter pressure drop exceeds 0.5 in. wg, (field adjustable) indicate "Dirty Filter" alarm condition.

* * * END OF SECTION * * *

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SECTION 23 11 23
NATURAL GAS SYSTEMS

PART 1 GENERAL

1.01 DEFINITIONS

A. Gas Utility: WE Energies, Telephone (800) 714-7700.

1.02 SUBMITTALS

A. Product Data: Submit manufacturer's technical product data and installation instructions for natural gas systems materials and products.

B. Submit in accordance with Section 01 33 10.

1.03 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Firms regularly engaged in manufacture of natural gas systems products, of types, materials, and sizes required, whose products have been in satisfactory use in similar service for not less than 5 yrs.

B. Installer's Qualifications: Firm with at least 3 yrs of successful installation experience on projects with natural gas systems work similar to that required for Project.

C. Regulatory Requirements:

1. ANSI Compliance: Fabricate and install natural gas piping in accordance with ASME B31.9.
2. NFPA Compliance: Fabricate and install natural gas systems in accordance with NFPA 54.
3. Utility Compliance: Fabricate and install natural gas systems in accordance with local gas utility company.
4. Fabricate and install natural gas systems in accordance with the Wisconsin Mechanical Code.

1.04 MAINTENANCE

A. Tools:

1. Furnish 2 valve wrenches for each type of gas valve installed that require valve wrench.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Manufacturer's equipment used as basis of design for Project is name indicated in Specification for particular type of equipment or application contained in these Contract Documents. If no manufacturer listed, basis of design is industry standard indicated.

B. Manufacturers: Subject to compliance with requirements above, provide equipment of 1 of following manufacturers to greatest extent possible.

1. Gas Cocks:

a. DeZurik Corporation.
b. McDonald Manufacturing Company.
c. Rockwell International, Flow Control Division.

d. Or equal.

2.02 MATERIALS AND PRODUCTS

A. General:

1. Provide piping materials and factory-fabricated piping products of sizes, types, pressure ratings, and capacities indicated. Where not indicated, provide proper selection determined by CONTRACTOR to comply with installation requirements.
2. Provide materials and products complying with NFPA 54 where applicable; base pressure rating on natural gas piping system maximum design pressures.
3. Provide sizes and types matching piping and equipment connection fittings of materials which match pipe materials used in natural gas systems.
4. Where more than 1 type materials or products indicated, selection is CONTRACTOR'S option.

2.03 BASIC PIPES AND PIPE FITTINGS

A. Provide pipes and pipe fittings complying with NFPA 54, the Wisconsin enrolled International Mechanical Code, and in accordance with following.

1. Building Distribution Piping:

a. Pipe size 3/4 in. and smaller located within roof curb after gas stop: Black steel pipe; Schedule 40; malleable iron threaded fittings.
b. All pipe sizes: Black steel pipe; Schedule 40; wrought steel butt-welded fittings.

2.04 BASIC PIPING SPECIALTIES

A. Provide piping specialties complying with following.

1. Pipe escutcheons, 316-stainless steel associated with Grit Room, galvanized steel elsewhere.
2. Pipe sleeves; 316-stainless steel associated with Grit Room, steel elsewhere.
3. Sleeve seals; 30-year caulk to provide gas tight seal.

2.05 BASIC SUPPORTS AND ANCHORS

A. Provide supports and anchors complying with Section 22 05 29 and in accordance with following.

1. Adjustable swivel pipe rings for horizontal piping hangers and supports.
2. 2-bolt riser clamps for vertical piping supports.
3. Concrete inserts, C-clamps, and steel brackets for building attachments.
4. Supports provided inside grit room shall be 316-stainless steel or epoxy coated galvanized steel.

2.06 SPECIAL VALVES

A. Gas Cocks: Provide AGA certified cocks of plug or ball valve configuration meeting following requirements for service pressures required.

1. Building Service Entrance Valves:

a. 1/2 in. through 2 in.: Lock-wing gas stop less check.
b. 2 in. through 3 in.: Lock-wing gas stop less check.

2. Branch Main and Unit Isolation Valves: Provide 1 of following for branch main isolation and at each unit.

a. 1/2 in. through 2 in.:

1) Flat-tee head gas stop with top check.
2) Square head gas stop with top check.
3) Lever handle gas stop with top check.
4) Furnace pilot gas stop with 1/8 in. pilot tap and top check.

b. 2 in. through 3 in.:

1) Flat-tee head gas stop less top check.
2) Square head gas stop less top check.

3. Construction:

a. Low pressure gas stops (less than 2 psig): ASTM B62 bronze, ASME B1.20.1 threaded end connections.
b. Medium pressure gas stops (less than 25 psig): ASTM B62 bronze, ASME B1.20.1 threaded end connections.

2.07 PRESSURE REGULATING VALVES

A. Regulators for Inlet Pressures of 2 psi and Less Natural Gas Service:

1. Provide single stage, corrosion-resistant gas pressure regulators with aluminum die cast body, corrosion resistant integral parts, and threaded ends for gas pipe up to 2 in. for inlet and outlet gas pressures, specific gravity and volume flow indicated on Drawings.

a. Provide automatic vent limiter orifice vent where allowed by ANSI standards.

B. Regulators for Inlet Pressures over 2 psi Natural Gas Service:

1. Provide two stage, corrosion resistant gas pressure regulators with aluminum die cast body, corrosion resistant integral parts, over-pressure protection device (ANSI certified up to 65 psi), and threaded ends for gas pipe up to 2 in., and flanged ends for gas pipe 2-/12 in. (and larger) for inlet and outlet gas pressures, specific gravity, and volume flow indicated on Drawings.

a. Provide direct hard piped atmospheric vent to outside of building for regulators installed inside buildings controlling pressures 2 psi and higher.

2.08 BASIC IDENTIFICATION

A. Provide identification complying with Section 22 05 53 in accordance with following.

1. Building Distribution Piping: Plastic pipe markers.
2. Gas Valves: Plastic valve tags.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine areas and conditions under which natural gas system materials and products to be installed.

B. Do not proceed with Work until unsatisfactory conditions corrected.

3.02 INSTALLATION OF NATURAL GAS PIPING

A. Install natural gas piping in accordance with the Wisconsin enrolled international Mechanical Code and Fuel Gas Code.

B. Use sealants on metal gas piping threads chemically resistant to natural gas. Use sealants sparingly, and apply to only male threads of metal joints.

C. Remove cutting and threading burrs before assembly of piping.

D. Do not install defective piping or fittings. Do not use pipe with threads which are chipped, stripped or damaged.

E. Plug each gas outlet, including valves, with threaded plug or cap immediately after installation and retain until continuing piping or equipment connections complete.

F. Ground gas piping electrically and continuously within Project, and bond tightly to grounding connection.

G. Install drip-legs in gas piping where indicated and required by code or regulation.

H. Install "Tee" fitting with bottom outlet plugged or capped at bottom of pipe risers.

I. Use dielectric unions where dissimilar metals joined together.

J. Install piping with 1/64 in./ft (1/8%) downward slope in direction of flow.

K. Install piping parallel to other piping, but maintain minimum of 12 in. clearance between gas piping and steam or hydronic piping above 200°F (93°C).

L. For piping running through ducts or air plenums, install in welded conduit, ventilated to outside on both ends.

M. For risers running through concrete or asphalt, install through minimum 6 in. pipe sleeve. Fill annular space with gravel.

3.03 INSTALLATION OF SUPPORTS AND ANCHORS

A. Install supports and anchors in accordance with Section 22 05 29.

3.04 INSTALLATION OF VALVES

A. Gas Cocks: Provide at connection to gas train for each gas-fired equipment item and on risers and branches where indicated.

B. Locate gas cocks where easily accessible and protected from possible injury.

C. Pressure Regulating Valves: Install as indicated; comply with utility requirements. Pipe atmospheric vent to outdoors, full size of outlet. Install gas shutoff valve upstream of each pressure regulating valve.

3.05 EQUIPMENT CONNECTIONS

A. Connect gas piping to each gas-fired equipment item, with drip-leg and shutoff gas cock. Comply with equipment manufacturer's instructions.

3.06 INSTALLATION OF BASIC IDENTIFICATION

A. Install mechanical identification in accordance with Section 22 05 53.

3.07 FIELD QUALITY CONTROL

A. Piping Tests: Inspect, test, and purge natural gas systems in accordance with NFPA 54 and local utility requirements.

3.08 CLEANING

A. Clean and inspect natural gas systems in accordance with requirements of ASME B31.1. Clean exterior surfaces of installed piping systems of superfluous materials and prepare for application of specified coatings (if any). Flush out piping systems with clean water before proceding with required tests. Inspect each run of each system for completion of joints, supports, and accessory items.

* * * END OF SECTION * * *

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SECTION 23 30 10
AIR DISTRIBUTION SYSTEMS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Metal ductwork.
2. Equipment housings.
3. Control dampers.
4. Duct hardware.
5. Duct access doors.
6. Flexible connections.
7. Registers and grilles.

1.02 DEFINITIONS

A. Low Pressure Ductwork: Ductwork subjected to velocities of 2,500 fpm or less, or operating pressures of 2 in. or less, positive or negative.

1.03 SUBMITTALS

A. Schedule below identifies information required for each item of material or equipment.

Description	Submittal Information Item
Metal ductwork	1
Turning vanes	1
Duct hardware	1
Duct access doors	1
Flexible connections	1
Registers and grilles	1,2

B. Submittal Information:

1. Product Data: Manufacturer's specifications for equipment showing dimensions, weights, capacities, ratings, performance characteristics, gauges, color and finish of materials, and installation instructions.
2. Shop and Assembly Drawings: Show unit dimensions, construction details, and field connection details.

C. Submit in accordance with Section 01 33 00.

1.04 QUALITY ASSURANCE

A. Installer's Qualifications: Firm with at least 3 years of successful installation experience on projects with nonmetallic ductwork systems similar to that required for Project.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Protect shop-fabricated and factory-purchased ductwork, accessories, and purchased products from damage during shipping, storage, and handling. Prevent end damage and dirt and moisture from entering ducts and fittings.

B. Where possible, store ductwork inside and protect from weather. Where necessary to store outside, store above grade and enclose with waterproof wrapping.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Manufacturer's equipment used as basis of design for Project is name indicated in schedule. Where schedule not provided, basis of design is name indicated in Specification for particular type of equipment or application contained in these Contract Documents. If no manufacturer listed, basis of design is industry standard indicated.

2.02 METAL DUCTWORK

A. Provide metal ductwork as noted on the drawings and as specified below:

1. Sheet Metal: Comply with ASTM A527, lock-forming quality, with ASTM A525, G90 zinc-coating; mill phosphatized for exposed locations.
2. Aluminum Sheet: Comply with ASTM B209, Alloy 3003, Temper H14.
3. Stainless Steel Sheet: Comply with ASTM A167, ANSI type 316 with No. 2B finish.
4. Duct Sealant: Non-hardening, non-migrating mastic or liquid elastic sealant (type applicable for fabrication/installation detail) as compounded and recommended by manufacturer specifically for sealing joints and seams in ductwork.
5. Duct Cement: Non-hardening migrating mastic or liquid neoprene based cement (type applicable for fabrication/installation detail) as compounded and recommended by manufacturer specifically for cementing fitting components, or longitudinal seams in ductwork.
6. Ductwork Support Materials:

    a. For galvanized steel ductwork, provide hot-dipped galvanized steel fasteners, anchors, rods, trim and angles for support of ductwork.
    b. For aluminum ductwork, provide aluminum support materials except where materials electrolytic ally separated from ductwork.
    c. Provide matching stainless steel support materials for exposed stainless steel ductwork.

B. Shop or Factory Fabrication:

1. Fabricate shop or manufactured duct fittings to match adjoining ducts and to comply with duct requirements as applicable to fittings. Fabricate mitered fittings to include turning vanes unless noted without turning vanes.
2. Fabricate ductwork of gauges and reinforcement complying with SMACNA "Low Pressure Duct Standards for 2.0 in. wg Pressure Class." unless otherwise indicated.
3. Ductwork shall be sealed at all joints/ connections, both transverse and longitudinal seams complying with IMC and IECC sealing requirements. All ductwork shall be sealed using either a Class A or B seal.
4. Fabricate ductwork with accessories installed during fabrication to greatest extent possible.
5. Fabricate fan housings and air plenums with minimum 16 gauge thickness of materials specified.

C. Application:

1. Provide stainless steel ductwork for:

a. Rectangular exhaust and supply ductwork associated with Influent PS Wet Well and Grit Room.
b. Rectangular supply ductwork connecting to make-up air units located on roof.

2.03 TURNING VANES

A. Manufacturers:

1. Aero Dyne Company.
2. Duro Dyne Corporation.
3. Or equal.

B. Manufactured Turning Vanes: Provide turning vanes constructed of 1-1/2 in. wide curved blades set at 3/4 in. on center, supported with bars perpendicular to blades set at 2 in. on center, and set into side strips suitable for mounting in ductwork. Material to match ductwork.

2.04 DUCT HARDWARE

A. Manufacturers:

1. Ventfabrics, Inc.
2. Young Regulator Company.
3. Duro Dyne Corporation.
4. Or equal.

B. Test Holes: Provide in ductwork at fan inlet, outlet, and elsewhere as indicated, duct test holes consisting of slot and cover for instrument tests.

C. Quadrant Locks: Provide for each manual damper, quadrant lock device on one end of shaft and end bearing plate on other end for damper lengths over 12 in. Provide extended quadrant locks and end extended bearing plates for externally insulated ductwork.

2.05 DUCT ACCESS DOORS

A. Manufacturers:

1. Ruskin Manufacturing Company.
2. Duro Dyne Corporation.
3. Ventfabrics, Inc.
4. Or equal.

B. Construction: Construct of same or greater gauge as ductwork served, provide insulated doors for insulated ductwork. Provide flush frames for uninsulated ductwork, extended frames for externally insulated duct. Provide one side hinged, other side with 1 handle type latch for doors 12 in. high and smaller, 2 handle type latches for larger doors.

2.06 FLEXIBLE CONNECTIONS

A. Manufacturers:

1. Duro Dyne Corporation.

2. Ventfabrics, Inc.
3. Or equal.

B. Provide flexible duct connections wherever ductwork connects to vibration isolated equipment. Construct flexible connections of neoprene-coated flameproof fabric crimped into duct flanges for attachment to duct and equipment. Make airtight joint. Provide adequate joint flexibility to allow for thermal, axial, transverse, and torsional movement, and also capable of absorbing vibrations of connected equipment.

2.07 REGISTERS AND GRILLES

A. Manufacturers:

1. Titus Products, Division of Philips Industries, Inc.
2. C.G. Carnes Company, Division of Wehr Corporation.
3. Or equal.

B. Provide manufacturer's standard wall registers and grilles where shown of size, shape, capacity, and type indicated constructed of materials and components as scheduled and required for complete installation.

C. Performance: Provide wall registers and grilles having, as minimum, temperature and velocity traverses, air throw, pressure drop, and noise criteria ratings for each size device listed in manufacturer's current data.

D. Register and Grille Materials:

1. Steel Construction: Manufacturer's standard steel frames and blades.
2. Aluminum Construction: Manufacturer's standard extruded aluminum frames and blades.
3. Stainless Steel Construction: Manufactures standard stainless steel frame and blades.

E. Register and Grille Faces: Provide fixed, single deflection, or double deflection blades as scheduled.

F. Register and Grille Mountings: Perimeter framed register or grille suitable for T-bar lay-in mounting or surface mounting as scheduled.

G. Dampers: Provide aluminum or stainless steel opposed blade dampers as scheduled.

H. Register and Grille Finishes: Provide manufacturers standard, baked white enamel finish, unless specified otherwise.

PART 3 EXECUTION

3.01 GENERAL

A. Coordinate layout with suspended ceiling and lighting layouts and similar finished Work.

B. Coordinate duct installations with installation of accessories, dampers, coil frames, equipment, controls, and other associated items of ductwork system.

3.02 INSTALLATION OF DUCTWORK AND EQUIPMENT SLEEVES

A. Locate ductwork runs, except as otherwise indicated, vertically and horizontally, avoid diagonal runs wherever possible. Locate runs as indicated by diagrams, run ductwork in shortest route not obstructing

usable space or block access for servicing building and equipment. Install close to walls, overhead construction, and other structural and permanent enclosure elements of building.

B. Complete fabrication of Work at Project necessary to match shop-fabricated work and accommodate installation requirements.

C. Install each run with minimum of joints. Align ductwork accurately at connections, within 1/8 in. misalignment tolerance and with internal surfaces smooth.

D. Support ductwork with suitable ties, braces, hangers, and anchors of type holding ducts true to shape and preventing buckling. Comply with SMACNA "HVAC Duct Construction Standards". Ductwork hangars shall be two rod trapeze type incorporating a structural or bent metal angle. Strap type hangers are not allowed.

E. Assemble, install, and seal ductwork in accordance with recognized industry practices to achieve airtight (less than 5% leakage) and noiseless (no objectionable noise) systems, capable of performing each indicated service.

3.03 INSTALLATION OF DUCTWORK ACCESSORIES

A. Install ductwork accessories in accordance with manufacturer's installation instructions, with applicable portions of details of construction shown in SMACNA standards, and in accordance with recognized industry practices to ensure products serve intended function.

B. Install turning vanes in all square and rectangular 90° elbows.

C. Install access doors to open against system air pressure. Install access doors at each automatic control damper and at both side of fire dampers.

D. Install motor operated dampers within or as close as possible to building envelope elements including roof decks and exterior walls.

3.04 CLEANING AND PROTECTION

A. Clean ductwork internally, unit by unit as installed, of dust and debris. Clean external surfaces of foreign substances.

B. Temporary Closure: At ends of ducts not connected to equipment or air distribution devices at time of ductwork installation, provide temporary closure of polyethylene film or other covering to prevent entrance of dust and debris until time connections are completed.

END OF SECTION

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SECTION 23 34 00
FANS AND ACCESSORIES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Centrifugal roof ventilators.
2. Prefabricated curbs and equipment support units.

B. Electrical Work by Owner; not Work of this section.

1. Power supply wiring from power source to power connection on fan motor. Include starters, disconnects, and required electrical devices, except where specified as furnished or factory-installed, by manufacturer.

C. Provide following electrical work as Work of this Section, complying with requirements of the National Electrical Code.

1. Interlock control wiring between fan units and field-installed control elements, indicating devices, and unit control panels.

1.02 SUBMITTALS

A. Schedule below identifies information required for each item of material or equipment.

Unit Type	Submittal Information Item
Centrifugal roof ventilators	1,2,3,4,5,6
Prefabricated roof curbs	1

B. Submittal information:

1. Product Data: Submit manufacturer's technical data for fans, including specifications, capacity ratings, certified sound power data, dimensions, weights, materials, accessories furnished, and installation instructions. Submit fan performance curves with operating point clearly indicated.
2. Shop Drawings: Submit assembly type drawings showing fan dimensions, required clearances, construction details, assembly of component methods, and field connection details.
3. Shop Drawings, Wiring Diagrams: Manufacturer's electrical requirements for power supply wiring to fans.
4. Shop Drawings, Wiring Diagrams: Manufacturer's ladder type for interlock and control wiring. Differentiate between portions of wiring factory-installed and portions to be field-installed.
5. Motors: For single-phase, definite purpose, special purpose and general purpose poly-phase motors less than 5 hp, submit NEMA design types, construction, insulation class, NEMA frame size, horsepower, voltage and amp draw characteristics, and service factor for each common application.
6. Operating and Maintenance (O&M) Data:

    a. Maintenance instructions including lubrication instructions, filter replacement, motor and drive replacement, troubleshooting guide and spare parts lists.

C. Submit in accordance with Section 01 33 00.

1.03 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Firms regularly engaged in manufacture of fans of types and sizes required, whose products have been in satisfactory use in similar service for not less than 3 yrs.

B. Regulatory Requirements:

1. AMCA Compliance: Provide power ventilators which have been tested and rated in accordance with AMCA standards, and bear AMCA Certified Ratings Seal.
2. UL Compliance: Provide power ventilators UL listed and having UL label affixed.
3. NEMA Compliance: Provide motors and electrical accessories complying with NEMA standards.

1.04 MAINTENANCE

A. Spare Parts:

1. Furnish 1 spare set of belts for each belt driven fan provided.

PART 2 PRODUCTS

2.01 CENTRIFUGAL ROOF VENTILATORS

A. Manufacturer's:

1. Greenheck Fan Corporation.
2. Cook (Loren) Company.
3. PennBarry Company.
4. Or equal.

B. Type: Centrifugal fan, belt driven, spun-aluminum weatherproof housing with square base to suit roof curb. Capacitor-start, induction-run type motor for belt driven fans.

1. Housing Design: Provide following types of centrifugal roof ventilators as indicated on Drawings or schedules.

a. Up-blast.

2. Spark Resistant Construction: Fans shall be Spark C construction with aluminum rub ring
3. Curb mounted.

C. Electrical: Heavy duty, NEMA-7 disconnect switch, field-mounted inside fan housing, wiring junction box mounted and wired. Provide conduit chase within unit for electrical connection. Motors shall be NEMA Premium efficient and shall be explosion proof; Class I, Division 2, Group D.

D. Bird Screens: Removable bird screens, 1/2 in. mesh, 16 ga aluminum.

E. Coating: Coat entire fan assembly inside and out, including factory-mounted accessories with Permatector Concrete-Gray.

F. Accessories: Provide following accessories as indicated and as scheduled.

1. Grip notch belts, plus spare set of belts.
2. Bearings with grease fittings.
3. Extended lubrication lines.
4. Roof curb, galvanized, 14-in. high, coated same as fan.
5. Foam curb seal.

6. Stainless steel shaft, 300 series.
7. Stainless steel fasteners.

2.02 PREFABRICATED ROOF CURBS

A. Manufacturer's:

1. Custom Curb, Inc.
2. Pate Company.
3. Thy Curb, Division of Thybar Corporation.
4. Or equal.

B. Fabricate structural framing for units of structural quality sheet steel (ASTM A1011/A1011M, Grade 40), formed to profiles indicated or, if not indicated, to manufacturer's standard profiles for coordination with roofing, insulation, and deck construction. Include 45° cantered strips and deck flanges with offsets to accommodate roof insulation. Weld corners and seams to form watertight units.

1. Fabricate units from zinc-coated steel, ASTM A653/A653M, Grade C, designation G90 hot-dip coating, mill phosphatized. Clean and paint with rust-inhibitive metal primer paint of type recommended by manufacturer, 2.0 mils dry film thickness.

C. Reinforce continuous runs of over 3 ft 0 in. length by inserting welded stiffeners of heavy gauge with flanges required to provide sufficient rigidity and strength to withstand maximum lateral forces in addition to superimposed vertical loads.

D. Sloping Roof Decks: For deck slopes of 1/4 in./ft and more, fabricate support units to form level top edge.

E. Gauge and Height: Fabricate units of metal gauge and to height above roof surface indicated.

1. Where gauge or height is not indicated, fabricate units of 14 ga metal, and nominal height of 14 in.

F. Provide treated wood nailer, not less than 1-5/8 in. thick and of width indicated, but not less than width of support wall assembly. Anchor nailer securely to top of metal frame unit.

G. Provide lumber pressure treated with water-borne preservatives for "above ground" use, complying with AWPB LP-2.

H. Insulate units inside structural support wall with rigid glass fiber insulation board of approximately 3 lbs density and 1-1/2-in. minimum thickness, except as otherwise indicated.

I. Provide support liners where shown, formed of 22 ga galvanized sheet metal, mill phosphatized, flanged at lower edges.

1. Extend support liners through deck construction to coordinate with ductwork below as indicated.
2. Use perforated metal for support liners, with approximately 1000, 3/32 in. dia holes/sq ft to provide sound absorbing surfaces.

2.03 MOTORS

A. Except where more stringent requirements indicated in unit Specifications, or equipment schedules, provide manufacturer's standard motor complying with following requirements.

B. Definite Purpose Motors: NEMA MG 1-18.

C. Poly-Phase Motors:

1. Type: Continuous duty; squirrel cage; induction, fractional, and integral horsepower motors; rated in accordance with NEMA MG1-10.33.

    a. 1/3 to 3 hp: NEMA B or C as determined appropriate for application by equipment manufacturer.
    b. Where rated motor loads produce uncorrected motor power factors less than 0.90, provide capacitors for power factor correction to 0.95.

2. Enclosure Classification: Totally enclosed fan cooled, explosion proof motor.
3. Insulation Class Rating: Suitable for continuous operation in 405C environment, tested in accordance with IEEE 112 and 114.

    a. Fractional horsepower motors: Class A.
    b. Integral horsepower motors: Class B.
    c. High starting torque motors: Class F.
    d. Definite purpose motors: Class A, B, F or H as determined appropriate for application by equipment manufacturer.

D. Service Factor: Minimum 1.15 for NEMA A, B, and C poly-phase motors, in accordance with NEMA MG 1-12.47 for fractional horsepower motors.

E. Bearings: Permanently lubricated ball or regreasable sleeve bearings with inner and outer shaft seals, designed to resist thrust loading.

F. Efficiency: Provide high efficiency poly-phase motors in accordance with IEEE 112, Test Method B.

G. Provide motors with reserve power to deliver 10% extra air at 20% higher static head without exceeding motor nameplate capacity or operating in motor service factor.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine areas and conditions under which fans to be installed. Do not proceed with Work until unsatisfactory conditions corrected.

3.02 INSTALLATION OF CENTRIGUGAL FANS

A. Install centrifugal fans where indicated in accordance with manufacturer's installation instructions and recognized industry practices to ensure centrifugal fans comply with requirements and serve intended function.

B. Support fans from adjacent walls or structural roof members as required or as indicated on Drawings.

C. Install centrifugal exhaust fans where shown on drawings. Secure each fan rigidly in place onto roof curb provided.

1. Install accessories supplied loose.

D. Electrical Wiring: Install electrical devices furnished by manufacturer but not specified to be factory-mounted. Furnish copy of manufacturer's wiring diagram submittal to Owner for electrical installer.

1. Verify electrical wiring installation is in accordance with manufacturer's submittal and installation requirements of the National Electrical Code. Verify proper rotation direction of fan wheels. Do not proceed with equipment startup until wiring installation acceptable to equipment installer.

E. Remove shipping bolts and temporary supports within ventilators. Adjust dampers for free operation.

3.03 INSTALLATION OF ROOF CURBS

A. Comply with manufacturer's instructions and recommendations.

B. Comply with installation provisions of installer of existing roofing system to maintain existing system warranty.

C. Anchor units securely to supporting structural substrates, adequate to withstand lateral and thermal stresses and inward and outward loading pressures.

1. Except as otherwise indicated, install roof accessory items in accordance with construction details of "NRCA Roofing and Waterproofing Manual."

D. Isolation: Where metal surfaces of units to be installed in contact with noncompatible metal or corrosive substrates, including wood, apply bituminous coating on concealed metal surfaces, or provide other permanent separation.

3.04 FIELD QUALITY CONTROL

A. After installation of fans complete, test each fan to demonstrate proper operation of units at performance requirements specified.

B. When possible, field correct malfunctioning units, then retest to demonstrate compliance.

C. Replace units which cannot be satisfactorily corrected.

3.05 CLEANING

A. Clean factory-finished surfaces. Repair marred or scratched surfaces with manufacturer's touch-up paint.

* * * END OF SECTION * * *

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SECTION 23 73 33
INDIRECT-FIRED HEATING AND VENTILATING UNITS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Rooftop Indirect-Fired Gas Heating and Ventilating Units.

B. Provide factory installed interlock wiring as specified.

C. Electrical Work by Owner; not Work of this section.

1. Power supply wiring from power source to power connection on makeup air units, including starters, disconnects, and required electrical devices, except where specified as furnished or factory-installed by manufacturer.

D. Provide following electrical work as work of this section, complying with requirements of the National Electrical Code.

1. Control wiring between heating and ventilating unit and field-installed control devices.

E. Refer to other Division 23 sections for automatic temperature controls not factory-installed or otherwise provided by unit supplier; as required in conjunction with fuel-fired units.

1.02 SYSTEM DESCRIPTION

A. Performance Requirements:

1. See schedule on Drawings.

1.03 SUBMITTALS

A. Schedule below identifies information required for each item of material or equipment.

Terminal Unit Type	Item
Rooftop Indirect-Fired Gas Heating and Ventilating Unit	1, 2, 3, 4, 5, 6

B. Submittal Information:

1. Product Data: Submit manufacturer's technical product data including rated capacities of selected model clearly indicated weights, furnished specialties and accessories, packaged controls with schematics and sequence of operation and installation and startup instructions. Provide characteristic fan curves for each size of unit provided.
2. Shop Drawings: Submit manufacturer's assembly type shop drawings indicating dimensions, weight loadings, required clearances, and methods of component assembly.
3. Shop Drawings, Wiring Diagrams: Manufacturer's electrical requirements for power supply wiring to terminal units.
4. Shop Drawings, Wiring Diagrams: Manufacturer's ladder type for interlock and control wiring. Differentiate between portions of wiring factory-installed and portions to be field-installed.

5. Motors: For poly-phase motors 5 hp and larger, submit in accordance with requirements of Section 26 05 90. For single-phase definite purpose, special purpose and general purpose poly-phase motors less than 5 hp, submit NEMA design types, construction, insulation class, NEMA frame size, horsepower, voltage and amp draw characteristics, and service factor for each common application.
6. Operating and Maintenance (O&M) Data:

    a. Maintenance instructions including lubrication instructions, filter replacement, motor and drive replacement, and spare parts lists.
    b. Include O&M Data, Product Data, and Shop Drawings in single-bound manuals.

C. Submit Items 1 through 5 in accordance with Section 01 33 00.

D. Submit Item 6 in accordance with Section 01 78 23.

E. Information submitted by CONTRACTOR, but not designated to be submitted will be returned without action by ENGINEER.

1.04 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Firms regularly engaged in manufacture of fuel-fired heating units, of types and capacities required, whose products have been in satisfactory use in similar service for not less than 5 yrs.

B. Regulatory Requirements:

1. NFPA Compliance: Install fuel gas piping and gas-fired heating equipment in accordance with NFPA 54.
2. ANSI Compliance: Install gas-fired heating equipment in accordance with ANSI Z83.8.
3. Provide gas safety controls to meet ANSI Standards and Factory Mutual (FM) insurance requirements.
4. UL Compliance: Provide rooftop heating and cooling units UL listed and labeled.

1.05 DELIVERY, STORAGE AND HANDLING

A. Handle fuel-fired heating units and components carefully to prevent damage, breaking, denting and scoring. Do not install damaged fuel-fired heating units or components.

B. Store fuel-fired heating units and components in dry place. Protect from weather, dirt, fumes, water, construction debris, and physical damage.

C. Comply with manufacturer's rigging and installation instructions for unloading fuel-fired heating units, and moving them to final location.

D. Ship units in one piece from factory completely wired and piped, with exception of remote control devices, O/A weather hoods, filter cabinets, vent caps and roof curbs. Provide lifting lugs from factory for rigging unit.

1.06 MAINTENANCE

A. Extra Materials:

1. Furnish spare parts for each fuel-fired heating unit.

    a. 1 set of matched fan belts for each belt-driven fan.
    b. 1 set of filters for each unit.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Manufacturer's equipment used as basis of design for Project is name indicated in schedule contained in these Contract Documents.

1. Greenheck Fan Corporation, Schofield, WI
2. Absolute Aire, Inc., Kalamazoo, MI.
3. Modine Manufacturing Company, Racine, WI.
4. Weather-Rite, Inc., Minneapolis, MN.
5. Or equal.

2.02 HOUSING CONSTRUCTION AND ACCESSORIES

A. Construction: Unit shall be of internal frame type construction of galvanized steel. All frames and panel shall be G90 galvanized steel. Where top panels are joined, there shall be a standing seam to ensure positive weather protection. All metal-to-metal surfaces exposed to the weather shall be sealed, requiring no caulking at the job site.

1. Entire unit shall be double wall construction and insulated in accordance with NFPA 90A and NFPA 90B and tested to meet UL 181 erosion requirements.

    a. Outside casing shall be constructed from 18 gauge, galvanized (G90) steel meeting ASTM A653 for components that do not receive a painted finish. Provide pre-painted polyester urethane powder coating on G60 galvanized steel for highest corrosion resistance as scheduled.
    b. Base rails shall be 12 gauge, galvanized (G90) steel.

2. Insulation: All interior surfaces excluding duct furnace section shall be lined with 1 in. 1.5 lb density thermafiber faced fiberglass insulation and fastened in place with adhesive and welded pins per SMACNA.

    a. Fire hazard classification: maximum flame spread of 25 and smoke developed of 50, when tested in accordance with ASTM C 411.
    b. Floor of each unit shall be insulated with 1-in. thick rigid fiberglass insulation, covered on one surface with integral aluminum foil. Full interior coverage of entire cabinet to include walls and roof of unit shall be semi-rigid type and installed between inner and outer shells of all cabinet exterior components when double walls are specified. Full interior coverage on entire unit.

3. All components shall be easily accessible through removable doors.
4. Access panels: Units shall be equipped with insulated hinged access panels to provide easy access to all major components. Access panels shall be fabricated of 18 gauge galvanized (G90) steel.

    a. Painted cabinets shall have similar matching access panels as specified.

5. Locate observation ports on access door and opposite burner end section for observation of main and pilot flames.
6. Supply air plenum section at the unit discharge for downward, upward, or side discharge as shown on Drawings.
7. Air intake weather hood shall be constructed of G90 galvanized steel with 1/2 in. galvanized expanded metal bird screen mounted at the intake.
8. Full curb cap base.

2.03 ROOFTOP UNITS

A. Units in outdoor locations shall be weatherproofed and gasketed to prevent infiltration of rain or snow into unit.

B. Pitch or gable unit roof surfaces to prevent water accumulation. Flat roof surfaces with sheet metal cross breaks are not acceptable.

C. NEMA 3R weatherproof electrical enclosures.

D. Roof Curb: Provide full perimeter roof mounting curb constructed of minimum 18-gauge galvanized steel, 24 in. high curb, and complete with wood nailer, neoprene sealing strip and fully welded Z bar with 1 in. upturn on inner perimeter, to provide complete seal against elements. Curb shall include 1in., 3 lb. rigid fiberglass insulation on inner surfaces.

E. Electrical and gas service connections shall be routed up through roof curb.

1. Contractor shall provide new gas pipe and electrical conduit penetrations through precast concrete with gas tight seals. Coordinate with owner on required conduit sizes.

F. Service receptacle: 120 VAC GFCI service outlet shall be factory-provided and installed by Owner near unit. Separate 120V power feed to be provided by Owner.

2.04 FILTERS

A. Provide V-bank filter section or as scheduled, with access doors sized to allow easy removal of filters. Filter removal shall be from one side as shown on Drawings.

B. Filter media shall be as scheduled:

1. Replaceable Media: Disposable 2 in. 30% pleated filters (MERV-8) enclosed in permanent galvanized metal frame linked together to be continuous across full width of filter housing.
2. Filter section to be designed so that velocities across the filters do not exceed 550 ft./min.

C. Provide differential pressure switch to indicate dirty filter condition.

2.05 DAMPERS

A. Unless otherwise scheduled, provide discharge dampers for outdoor units.

B. Provide low leak dampers equipped with an all weather double neoprene seal, fastened with positive grip PVC backing, on interlocking edges.

C. Drive damper blades by heavy duty, weather protected, spring return damper motor.

2.06 FANS AND DRIVE

A. Centrifugal Fans: Double-width, double-inlet, belt-driven, statically and dynamically balanced at factory, with adjustable motor base. Blower assembly shall be mounted on heavy gauge galvanized rails and further mounted on minimum 1.125-in. thick neoprene vibration isolators.

B. Rate centrifugal fans in accordance with AMCA Standard Test Code, Bulletin 210. Fan manufacturer shall be member of AMCA.

C. Mount fan wheels on solid turned ground and polished steel fan shaft with keyway for driven shaft. Select fan shafts for stable operation at least 20% below first critical RPM. Provide fan shafts with rust inhibiting coating.

D. Bearings: Ball bearing, self-aligning, permanently lubricated, heavy duty, pillow-block.

E. Provide extended grease lines with zerk fittings terminating outside serviceable side of unit.

F. Driver and driven sheaves shall be of keyed hub type. Driven sheave shall be of fixed pitch diameter and driver sheave shall be of variable pitch diameter through 10 hp and fixed pitch above 10 hp. After installation and initial unit startup, provide additional fixed sheaves and belts as required to achieve proper system balance.

G. V-belt Drives: Size for 135% of motor horsepower.

2.07 MOTORS

A. Except where more stringent requirements are indicated in unit specifications, or equipment schedules, provide manufacturer's standard, high-efficiency motor complying with following requirements.

B. Definite Purpose Motors: Provide in accordance with NEMA MG 1-18.

C. Service Factor: 1.30 (minimum), suitable for continuous service at 120°F ambient temperature.

D. Motors shall be 1750 rpm, standard NEMA frame. Motors mounted in airstream shall be of totally enclosed (TEFC) construction. Motors mounted out of airstream may be of open (ODP) construction.

E. Motor mounting shall be adjustable to allow for variations in belt tension.

F. Bearings: Permanently lubricated ball or regreaseable sleeve bearings with inner and outer shaft seals, designed to resist thrust loading.

G. Power Supply: Provide motor suitable for power supply as specified on equipment schedule.

2.08 HEAT EXCHANGER

A. Gas-fired Unit Construction: Four-pass tubular heat exchanger, constructed from 409 stainless steel. Heat exchanger tubes shall be installed on the vest plate by means of swaged assembly, welded connections are not acceptable. Heat exchanger tubes shall be supported by a minimum of two fabricated assemblies that support the tubes and also permit expansion and contraction of the tubes.

B. Heat exchangers shall have a 10-year extended warranty.

C. Shall be encased in weather-tight metal housing with intake air vents. Large, metal lift-off or hinged door shall provide easy access to the enclosed vest plate, control circuitry, gas train, burner assembly, and exhaust blower.

D. Thermal efficiency of the units shall be a minimum of 80% efficient for all air-flow ranges.

2.09 BURNER

A. Indirect gas-fired line burner suitable for complete combustion of natural gas and having the following turndown ratios:

a. 8:1 for MAU-4 with standard electronic modulating controls.

b. 12:1 for MAU-5 with standard electronic modulating controls.

B. Burner combustion shall be clean and odorless. Combustion efficiency must limit products of combustion to maximum of 5 ppm carbon monoxide and maximum of 0.5 ppm nitrogen dioxide.

C. 409 Stainless steel burners should be used on outside units, units equipped with separate combustion, or inside units where combustion air is pulled from corrosive environment.

D. Burner(s) shall be located for service removal without disconnecting the main gas supply piping.

E. 409 Stainless steel combustion baffles, non-clogging gas ports, spark-ignited intermittent pilot and flame safeguard system.

F. Arrange burner so pilot runs length of burner and ignites burner instantaneously. Pilot shall be automatically ignited by spark plug through standard ignition transformer. Main burner and pilot gas piping connections shall be accessible.

G. Burner assembly and piping to include gas control valve fail-safe shut off valve(s), main and pilot pressure regulators, manual shut off valves, and electric pilot valve.

H. Design burner assembly for natural gas pressure of 14 in. water column to unit. If burner requires lower natural gas supply pressure, provide pressure regulator with unit.

I. Provide vent assembly as follows:

1. Power Vented Units: Integral power exhauster.

2.10 CONTROLS

A. The unit shall be constructed so that it can function as a stand-alone heating and ventilating system controlled by factory-furnished controllers, thermostats, and sensors or it can be operated by a Building Automation System (BAS). This unit shall be controlled by a factory-installed microprocessor programmable controller, DDC controller, that is connected to space sensors specified.

1. Contractor shall provide a complete control system including manufacturer provided controls and other required control components required to meet the sequence of operation specified in Section 23 09 93.
2. Automatic temperature controls provided shall be located in temperature control panel, TCP-1.

B. Unit shall incorporate a DDC controller with integral LCD screen that provides text readouts of status, operating settings, and alarm conditions. DDC controllers shall have a built-in keypad to permit operator to access read-out screens and change settings without the use of ancillary equipment, devices or software. DCC controllers that require the use of equipment or software that is not factory installed in the unit are not acceptable. Alarm readouts consisting of flashing light codes are not acceptable. Owner-specified ventilating conditions can be input by means of pushbuttons.

1. Operating protocol: The DDC controls shall be factory-programmed for Modbus IP for monitoring of the unit's status and/or control of the unit's functions through the Plants SCADA system; Schneider Electric ClearSCADA.

C. Remote Interface: Contractor shall provide and install a remote interface that functions as remote indicator of owner-selected operating parameters and also permits remote inputting of new operating parameters. Remote panel shall have a large LCD user interface screen similar in form and function to the screen on the DDC. Installed location of room display shall be as specified on the plans.

1. Install both remote interfaces to be mounted at TCP-1 to control/ operate MAU-4 and MAU-5.

D. Sensors to be provided with the unit:

1. Sensors shall be rated for the space classification as noted on drawings.
2. Discharge air temperature sensor.
3. Override space temperature sensor. Sensors shall be rated NEMA-7, explosion proof.
4. Dirty filter sensor.

E. See Section 23 09 93 for automatic control sequences and exhaust fan interlocks.

2.11 SOURCE QUALITY CONTROL

A. Factory test units and controls for construction and operation.

B. Fan and fan assemblies shall be dynamically balanced during factory test run.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine areas and conditions under which makeup air units to be installed. Do not proceed with Work until unsatisfactory conditions are corrected.

3.02 INSTALLATION

A. Install units in accordance with manufacturer's installation instructions. Install units plumb and level, firmly anchored in locations indicated, and maintain manufacturer's recommended clearances.

B. Electrical Wiring: Install electrical devices furnished by manufacturer, but not specified to be factory-mounted. Furnish copy of manufacturer's wiring diagram.

1. Verify electrical wiring installation is in accordance with manufacturer's submittal and installation requirements of the National Electrical Code.
2. Extend power wiring from fused disconnect to electrical junction box on unit. Provide line or low voltage wire from remote thermostat and unit remote control panel to electrical junction box on unit. Comply with requirements of the National Electrical Code for wiring.

C. Ductwork: Comply with Section 23 30 10. Connect supply ducts to unit with flexible duct connections. Provide transitions no greater than 15° in any direction to exactly match unit duct connection sizes.

D. Gas Piping: Comply with Section 23 11 23. Connect gas piping to unit gas train with shutoff cock, drip leg, and 1/8 in. NPT plugged test connection. Provide union with sufficient clearance for unit removal and service.

3.03 FIELD QUALITY ASSURANCE

A. Startup heating and ventilating units, in accordance with manufacturer's startup instructions. Test controls and demonstrate compliance with requirements. Replace damaged or malfunctioning controls and equipment.

B. Balance heating and ventilating unit in accordance with Section 23 05 93. Furnish and install new fixed pitch belt sheaves as required to achieve indicated air flow.

C. Verify proper line and manifold gas pressure. Check and calibrate controls and adjust burner for maximum efficiency.

3.04 GROUNDING

A. Provide positive equipment ground for heating air unit components.

3.05 DEMONSTRATION AND TRAINING

A. Engage a factory authorized service representative to train owner's maintenance personnel to adjust, operate and maintain the entire unit.

* * * END OF SECTION * * *

EXHIBIT 2

AECOM DRAWINGS

SHEBOYGAN REGIONAL WASTEWATER TREATMENT FACILITY
INFLUENT PUMP BUILDING - HVAC IMPROVEMENTS
SHEBOYGAN, WI
APRIL 2021

DRAWING INDEX

SHEET NO.	DRAWING NO.	DRAWING TITLE
		DRAWINGS
1	G-1	COVER AND INDEX SHEET
2	G-2	HVAC SYMBOLS AND ABBREVIATIONS
3	G-3	HVAC DEMO PLAN
4	G-4	HVAC DEMO PLAN
5	M-1	HVAC ROOF PLAN EL 607.71
6	M-2	HVAC FLOOR PLAN EL 604.08
7	M-3	HVAC FLOOR PLAN EL 594.66
8	M-4	HVAC FLOOR PLAN EL 577.46
9	M-5	HVAC SCHEDULES
10	M-6	HVAC DETAILS
11	S-1	STRUCTURAL PARTIAL ROOF PLANS AND DETAILS

HVAC DRAWINGS AND DETAILS

STRUCTURAL DRAWINGS AND DETAILS

AECOM

PROJECT
SHEBOYGAN WWTP
INFLUENT PUMP
BUILDING

CLIENT
CITY OF SHEBOYGAN

City of Sheboygan
sport on the lake

AECOM
AECOM GREEN BAY
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ISSUE/REVISION

#	DATE	DESCRIPTION
0	04/30/2021	BID SET

PROJECT NUMBER
60554811

SHEET TITLE
COVER AND INDEX SHEET

DWG NUMBER G-1 SHT NUMBER 1

ABBREVIATIONS

A	AIR
AC	AIR COMPRESSOR
AFF	ABOVE FINISHED FLOOR
BDD	BACK DRAFT DAMPER
BOD	BOTTOM OF DUCT
CAL	COMBUSTION AIR LOUVER
CD	CEILING DIFFUSER
CF	CEILING FAN
CUH	CABINET HEATER
CP	CIRCULATING PUMP (DOMESTIC HOT WATER)
DG	DOOR GRILLE
DFU	DRAINAGE FIXTURE UNITS
DV	DRAIN VALVE
EAL	EXHAUST AIR LOUVER
ES	EXHAUST GRILLE
EW	EXHAUST HOOD
EX	EXHAUST REGISTER
ESP	EXTERNAL STATIC PRESSURE
EWC	ELECTRIC WATER COOLER
FCU	FAN COIL UNIT
FVD	FIRE VOLUME DAMPER
HAC	HOT AND COLD WATER
HRU	HEAT RECOVERY UNIT
HVU	HEATING & VENTILATING UNIT
HWA	HIGH WATER ALARM
HWL	HIGH WATER LEVEL
IH	INTAKE HOOD
LD	LINEAR DIFFUSER
LG	LINEAR GRILLE
MAU	MAKE-UP AIR UNIT
MD	MOP SINK
MOD	MOTOR OPERATED DAMPER
OAL	OUTDOOR AIR LOUVER
P	PUMP
RA	RETURN AIR
RAL	RETURN AIR LOUVER
RG	RETURN GRILLE
RH	RELIEF HOOD
RTU	ROOF TOP UNIT
SD	SMOKE DAMPER
SG	SUPPLY GRILLE
SP	SUMP PUMP
SPD	SUMP PUMP DISCHARGE
SR	SUPPLY REGISTER
SS	SAMPLE SINK
TCP	TEMPERATURE CONTROL PANEL
TD	TRANSFER DUCT
TG	TRANSFER GRILLE
TOD	TOP OF DUCT
TSP	TOTAL STATIC PRESSURE
TW	TEMPERED WATER
V	VENT
VD	VOLUME DAMPER (MANUAL)
VTH	VENT THROUGH ROOF
WSFU	WATER SUPPLY FIXTURE UNITS

PIPE SYMBOLS

———	ABOVE GRADE COLD WATER (CW)
———	BELOW GRADE COLD WATER (CW)
———	ABOVE GRADE HOT WATER (HW)
———	ABOVE GRADE HOT WATER RETURN (HWR)
—— D ——	DEMINERALIZED WATER
—— SCW ——	ABOVE GRADE COLD SOFT WATER (SCW)
—— SHW ——	ABOVE GRADE HOT SOFT WATER (SHW)
—— SA ——	ABOVE GRADE SERVICE WATER-COLD (SA)
—— SC ——	BELOW GRADE SERVICE WATER-COLD (SC)
—— SW ——	ABOVE GRADE FLUSHING WATER (SW)
—— SW ——	BELOW GRADE FLUSHING WATER (SW)
—— SD ——	ABOVE GRADE STORM WATER
—— SD ——	BELOW GRADE STORM WATER
———	ABOVE GRADE SANITARY WASTE DRAIN PIPE
———	BELOW GRADE SANITARY WASTE DRAIN PIPE
- - - - - -	ABOVE GRADE VENT
———	BELOW GRADE VENT
—— SAV ——	ABOVE GRADE SANITARY VENT (ACID RESISTANT)
—— SAV ——	BELOW GRADE SANITARY VENT (ACID RESISTANT)
— — SAV — —	ABOVE GRADE VENT (ACID RESISTANT)
SAV	BELOW GRADE VENT (ACID RESISTANT)
—— SPD ——	SUMP PUMP DISCHARGE
—— A ——	AIR/GAS
—— N ——	NATURAL GAS
—— A ——	COMPRESSED AIR
—— HS ——	HOT WATER HEATING SUPPLY
—— HR ——	HOT WATER HEATING RETURN
—— CD ——	CONDENSATE DRAIN
—— E ——	EXPANSION TANK LINE
—— ACE ——	ACETYLENE GAS
—— ARC ——	ARGON GAS
—— VET ——	VITREOUS CHINA
	CONNECTION POINT

PIPE SYMBOLS (CONT.)

—— 200 ——	BOILER FLUE GAS
—— CF ——	CONDENSATE PUMP DISCHARGE
—— HPS ——	HIGH PRESSURE STEAM
—— MPS ——	MEDIUM PRESSURE STEAM
—— LPS ——	LOW PRESSURE STEAM
—— HPR ——	HIGH PRESSURE RETURN
—— MPR ——	MEDIUM PRESSURE RETURN
—— LPR ——	LOW PRESSURE RETURN

PIPE SPECIALTIES (GENERAL)

	ELBOW
	TEE
	ELBOW UP
	ELBOW DOWN
	CONNECTION TOP
	CONNECTION BOTTOM
	UNION
	HIGH ARCH—FLOW
	FLOW DIRECTION
	ECCENTRIC REDUCER
	CONCENTRIC REDUCER
	PIPE CAP
	VALVE FLANGE
	PLUG

PIPE SPECIALTIES (PLUMBING)

	FIRE HYDRANT
FD	FLOOR DRAIN
RD	ROOF DRAIN
FS	FLOOR CLEANOUT
	SANITARY VENT
SAV	SANITARY VENT ACID

TEMPERATURE CONTROL SYMBOLS

TCP	TEMPERATURE CONTROL PANEL
T	THERMOSTAT - ELECTRIC
T	THERMOSTAT - PNEUMATIC
H	HUMIDISTAT
S	SMOKE DETECTOR
H-O-A	HAND-OFF-AUTO
F-O-H	FAN-OFF-HEAT

PIPE SPECIALTIES (HVAC)

	GAGE
	ANCHOR
	FLOW MEASURING DEVICE
	THERMOSTATIC TRAP
	FLOAT & THERMOSTATIC TRAP
	BUCKET TRAP
	EXPANSION COMPENSATOR
	FLEXIBLE CONNECTOR
	HOT WATER CIRCULATION PUMP
	FLOW SWITCH
	PRESSURE SWITCH
	AIR VENT
	THERMOMETER
	PRESSURE GAUGE

VALVE SYMBOLS

	WATER GATE VALVE
HV	BALL MODRAFT NON-FREEZE
MV	MIXING VALVE
	GAS COCK
	GAUGE COCK
	PRESSURE REGULATING VALVE
	BALL VALVE
	GATE VALVE
	CHECK VALVE
	BUTTERFLY VALVE
	PLUG VALVE
	CALIBRATED BALANCE VALVE
	MODULATING 3-WAY VALVE
	SOLENOID VALVE
	MODULATING 2-WAY VALVE
	GLOBE VALVE
	STRAINER
PRV	PRESSURE REDUCING STATION ASSEMBLY
	RELIEF VALVE (PRESSURE OR VACUUM)

DUCTWORK SYMBOLS

	POSITIVE PRESSURE AIR DUCT RISE
	POSITIVE PRESSURE AIR DUCT DROP
	NEGATIVE PRESSURE AIR DUCT RISE
	NEGATIVE PRESSURE AIR DUCT DROP
	FLEXIBLE CONNECTION
MOD	MOTOR OPERATED DAMPER
MVD	MANUAL VOLUME DAMPER
	SMOKE DAMPER
	FIRE DAMPER (MAIN POSITION) 1 1/2 HOUR (F1) 3 HOUR (F3)
	FIRE DAMPER (VERT. POSITION) 1 1/2 HOUR (F1) 3 HOUR (F3)
	INTERNAL ACOUSTICAL INSULATION
	EXTERNAL INSULATION
	TURNING VANES
	AIR EXTRACTOR
	LOUVER DAMPER
SIZE AS SHOWN	DOOR GRILLE OF TYPE SIZE AND CAPACITY INDICATED
SIZE AS SHOWN	SIDEWALL REGISTER OF TYPE SIZE AND CAPACITY INDICATED
SIZE AS SHOWN	CEILING GRILLE OF TYPE SIZE AND CAPACITY INDICATED
SIZE AS SHOWN	RECTANGULAR CEILING DIFFUSER OF TYPE, SIZE, AND CAPACITY INDICATED
SIZE AS SHOWN	ROUND CEILING DIFFUSER OF TYPE SIZE AND CAPACITY INDICATED
	FLEXIBLE DUCT
	CHANGE OF ELEVATION SIZE (W) SHOP SIZE

NOTE
1. THE LIST OF ABBREVIATIONS SHOWN IS A STANDARD LIST. NOT ALL ABBREVIATIONS AND SYMBOLS ARE USED IN THESE CONTRACT DRAWINGS.

AECOM

PROJECT
SHEBOYGAN WWTP INFLUENT PUMP BUILDING

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#	DATE	DESCRIPTION
0	04/02/2021	BID SET

PROJECT NUMBER
60554811

SHEET TITLE
HVAC SYMBOLS AND ABBREVIATIONS

DWG NUMBER G-2

SHT NUMBER

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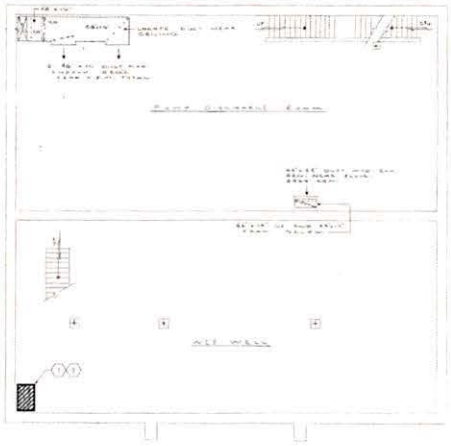
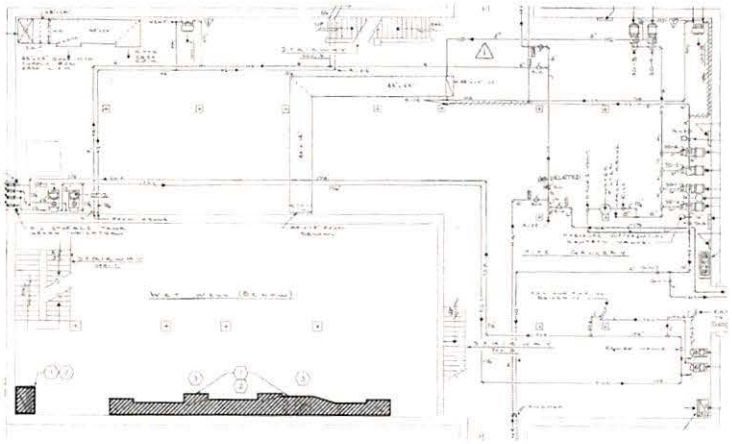


HVAC DEMO PLAN EL. 577.46



HVAC DEMO PLAN EL. 594.88

REMOVAL NOTES

1. REMOVE AND DISCARD EXISTING DUCTWORK AND SUPPORTS.
2. CONTRACTOR TO PROVIDE REQUIRED SCAFFOLDING DOWN IN WET WELL TO ACCESS REMOVE EXISTING DUCTWORK. SEE SECTION 1/D-10 FOR ADDITIONAL DEMOLITION INSTRUCTIONS.
3. WITH EFFLUENT CHANNELS TO BE COVERED WITH PLYWOOD DURING DEMOLITION TO PREVENT FALLING DEBRIS INTO CHANNELS.

LEGEND

: DEMOLISH (DECOMMISSION AND REMOVE ITEMS)

AECOM

PROJECT

SHEBOYGAN WWTP
INFLUENT PUMP
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NO	DATE	DESCRIPTION
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PROJECT NUMBER

60554811

SHEET TITLE

HVAC DEMO PLAN

DWG NUMBER

D-1

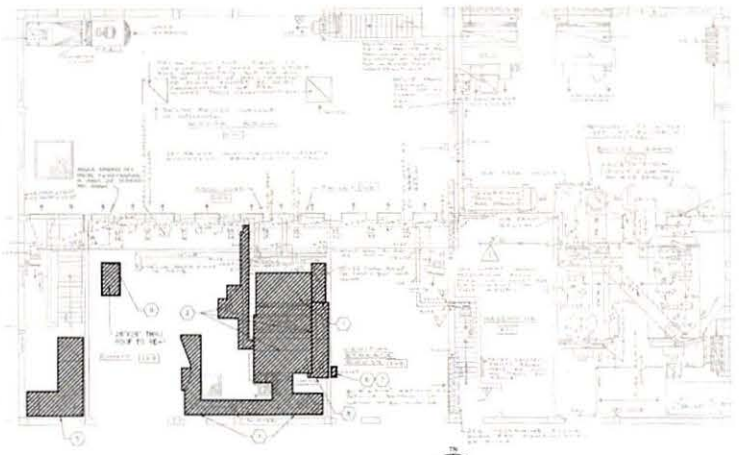
SHT NUMBER

SHT 1 OF 10

Licensed to: TRC COMPTON 2017-04-20 Last Plotted: 2021-04-30
Filename: ...\PROJECTS\SHEBOYGAN\554811\DWG\D-1 HVAC DEMO_ARCH50-24-ARCH D-SHEET SIZE (1).DWG

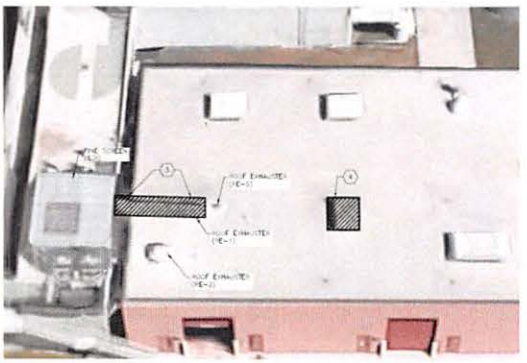
LEGEND

DEMOLISH (DECOMMISSION AND REMOVE ITEMS)



HVAC DEMO PLAN EL. 606.38

SCALE



HVAC ROOF DEMO PLAN
N.T.S.

REMOVAL NOTES

1. REMOVE AND DISCARD EXISTING LOUVERS AND SUPPORTS.
2. REMOVE AND DISCARD EXISTING AIR-HANDLING UNIT AND ASSOCIATED SUPPORTS, HOT WATER SUPPLY/RETURN PIPING, CIRCULATING PUMP AND CONTROLS. CAP ENDS OF HOT WATER SUPPLY/RETURN PIPES BACK AT WALL PIPES. OWNER TO DISCONNECT AND REMOVE POWER SUPPLY AT UNIT BACK TO POWER SOURCE. COORDINATE POWER DISCONNECTION WORK WITH OWNER PRIOR TO DEMOLITION WORK.
3. REMOVE AND DISCARD EXISTING "INLINE FAN" ROOF EXHAUSTER (RE-1) AND ASSOCIATED DUCTWORK CONNECTING BETWEEN UNIT ROOM AND FINE SCREEN BUILDING. OWNER TO DISCONNECT AND REMOVE POWER SUPPLY TO FAN TO BE REUSED FOR NEW ROOF EXHAUSTER. CONTRACTOR TO COORDINATE POWER DISCONNECTION WITH OWNER PRIOR TO DEMOLITION WORK.
4. REMOVE AND DISCARD EXISTING LOUVER INTAKE HOOD.
5. REMOVE AND DISCARD ANY EXISTING DUCTWORK AND/OR SUPPORTS LOCATED IN CRAWLSPACE ASSOCIATED WITH EXISTING ROOF EXHAUSTER (RE-2) TO REMAIN.
6. REMOVE AND DISCARD EXISTING HEATING/VENTILATING CONTROL PANEL (HV-1) AND ASSOCIATED CONTROL WIRING AND CONDUIT BETWEEN PANEL AND MAKE-UP AIR UNIT. OWNER TO DISCONNECT POWER SUPPLY TO PANEL TO BE REUSED FOR NEW TEMPERATURE CONTROL PANEL TO BE LOCATED IN SAME LOCATION. CONTRACTOR TO COORDINATE POWER DISCONNECTION WITH OWNER PRIOR TO DEMOLITION WORK.
7. CONTRACTOR TO SEAL UP EXISTING WALL PENETRATIONS WITH NON-SHRINK GROUT, PROVIDING GAS TIGHT SEAL.
8. REMOVE AND DISCARD EXISTING HOT WATER UNIT HEATER AND ASSOCIATED HOT WATER SUPPLY AND RETURN PIPING AND CONTROLS. OWNER TO DISCONNECT AND REMOVE POWER SUPPLY AT UNIT BACK TO POWER SOURCE. COORDINATE POWER DISCONNECTION WITH OWNER.
9. REMOVE AND DISCARD EXISTING LOUVERS AND SUPPORTS ASSOCIATED WITH ROOF EXHAUSTER (RE-1).

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HVAC DEMO PLAN

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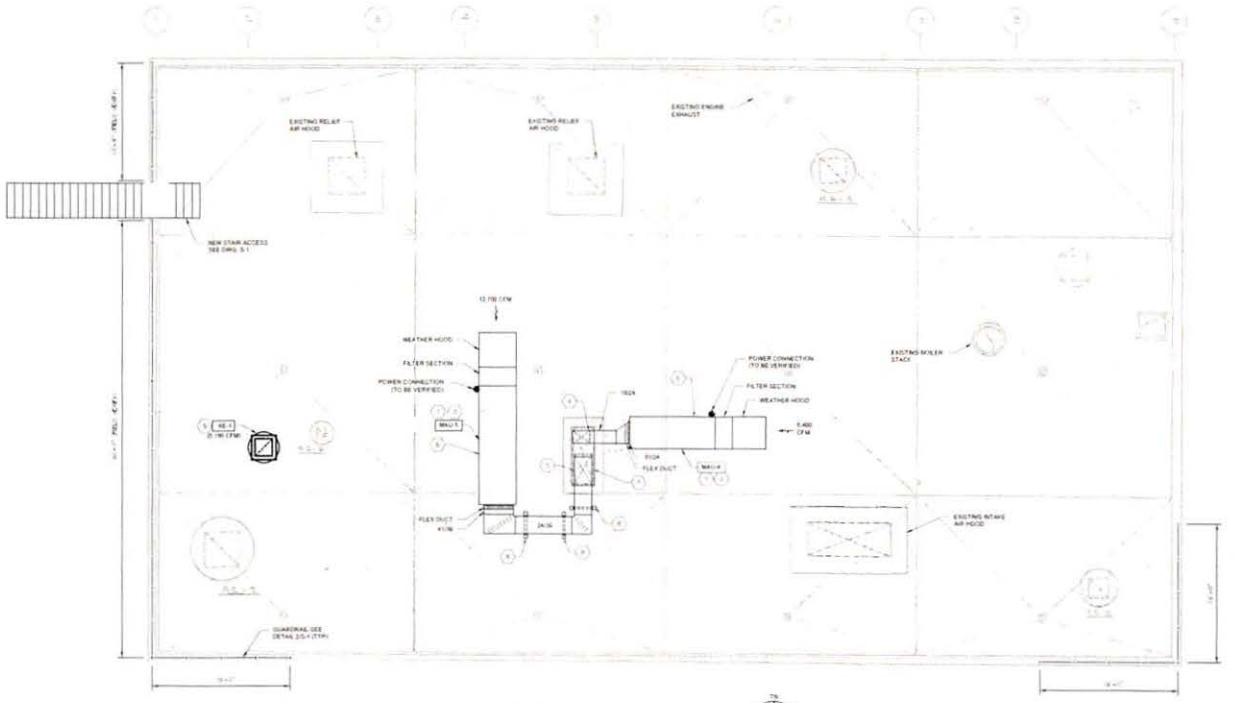
D-2

SHT NUMBER
SHT - # -



HVAC ROOF PLAN EL 627.71

TN
N

PLAN NOTES

1. INDIRECT-FIRED MAKE-UP AIR UNIT MOUNTED ON ROOF ON MANUFACTURER PROVIDED CURB. SEE DETAIL 8/M-1
2. UNIT SERVES SHIFT ROOM BELOW.
3. UNIT SERVES WET WELL BELOW.
4. 24x18 SA DUCT ON THROUGH EXISTING OPENING TO SHIFT ROOM.
5. 24x18 SA DUCT ON THROUGH EXISTING OPENING TO SHIFT ROOM.
6. UNIT SERVICE ACCESS THIS SIDE.
7. PROVIDE NEW 24" HIGH ROOF CURB AND ALUMINUM LOU HOUSE OVER EXISTING TRUCK OPENING. TOP PANEL OF LOU HOUSE TO BE HINGED TO PREVENT WATER ACCUMULATION. EXTEND NEW DUCTS FROM MAKE-UP AIR UNITS THROUGH SIDES OF LOU HOUSE. PROVIDE WEATHER PROOF FLASHING AND SEALANT AROUND NEW DUCT PENETRATIONS.
8. PROVIDE ROOF SUPPORT STAND. SEE DETAIL 6/M-1
9. UPBLAST CENTRIFUGAL ROOF EXHAUST FAN, BELT DRIVEN, TO BE MOUNTED OVER EXISTING 24"L x 24"W OPENING WITH MANUFACTURER PROVIDED CURB. PROVIDE 1-1/2" THICK TREATED LUMBER AT OPENING PERIMETER TO MAKE OPENING 24.5" x 24.5" AS RECOMMENDED BY FAN MANUFACTURER. SEE DETAIL 8/M-1

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SHEET TITLE
HVAC ROOF PLAN EL 627.71

DWG NUMBER M-1

SHT NUMBER
SHT 1 OF 11

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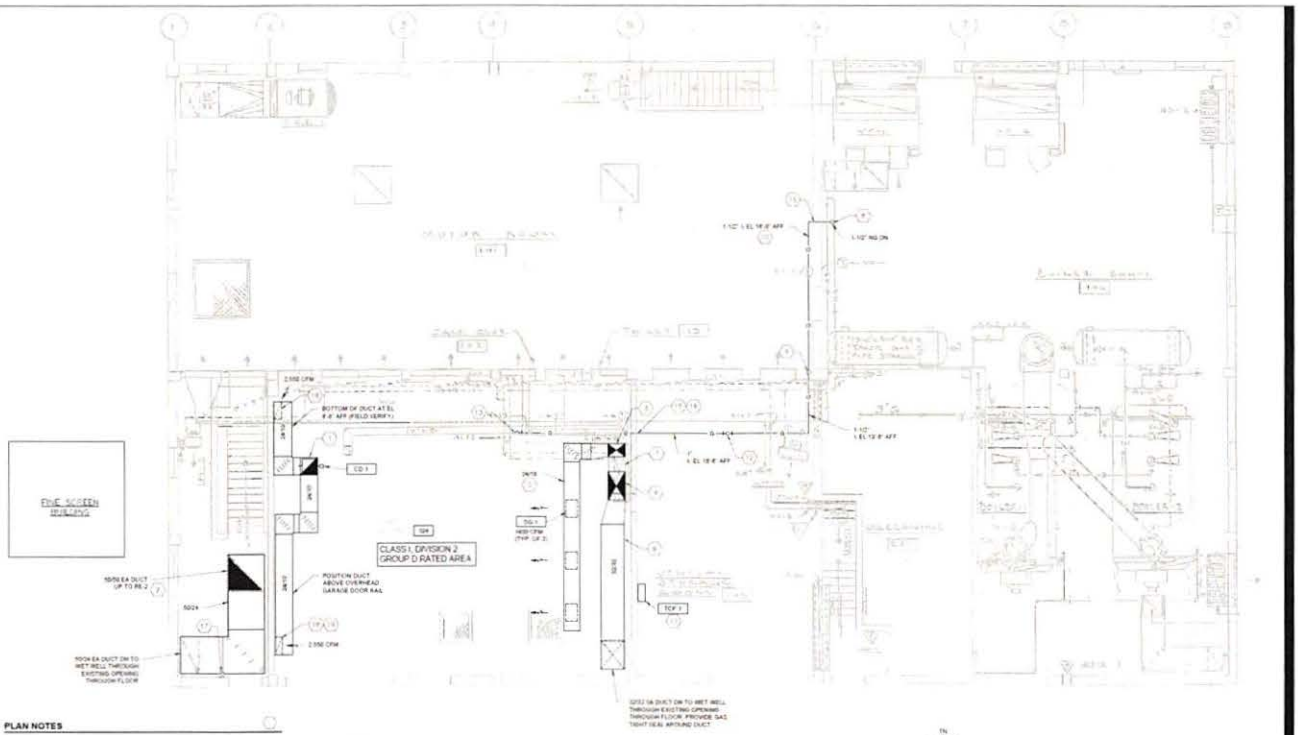

PLAN NOTES

1. 24/24 EA UP TO NEW ROOF EXHAUSTER (VE-1), EXHAUST 5,100 CFM.
2. EXISTING ROOF EXHAUSTER (VE-2), EXHAUST 13,000 CFM.
3. 14/24 SA DUCT ON FROM LOUVER ON ROOF.
4. 24/28 SA DUCT ON FROM LOUVER ON ROOF.
5. BOTTOM OF DUCT AT EL 13'-4" AFF.
6. BOTTOM OF FOOT AT EL 10'-0" AFF.
7. EXISTING 24/28 FRESH AIR DUCT REMOVED. EXISTING OPENING TO BE RE-USED.
8. CONNECT 14"x12" NG TO EXISTING 24"x12" NG SERVING RG BOILER. PROVIDE 1"x12" GAS COCK IN DROP AT EL 10'-0" AFF.
9. 14"x12" NG ON BELOW CONCRETE BEAM.
10. INSTALL NG PIPE AT WALL MAINTAIN DISTANCE FROM WALL IS 1"+G TO CLEAR OVERHEAD CRANE.
11. TEMPERATURE CONTROL PANEL LOCATED BETWEEN THE MUNDY UNIT WASHER PANEL AND WCC WASH-W PANEL WITH 21-1/2" BOTTOM OF PANEL AT EL 6'-6" AFF. OWNER TO PROVIDE 120V/15A 20 AMP POWER CIRCUIT.
12. 3/4" NG UP TO WASH. PROVIDE 3/4" GAS COCK AND 1/2" PRESSURE REGULATOR WITHIN ROOF CURB. INLET PRESSURE IS 7" WC OUTLET PRESSURE IS 1/2 PSI. CONNECTED LOAD IS 300 CFM NG. EXTEND VENT TO OUTSIDE. EXTEND 3/4" NG PIPE TO EACH HUMIDIFIER. PROVIDE 3/4" DRIP LEG.
13. 1" NG UP TO WASH. PROVIDE 1" GAS COCK AND 1" PRESSURE REGULATOR WITHIN ROOF CURB. INLET PRESSURE IS 7" WC OUTLET PRESSURE IS 1/2 PSI. CONNECTED LOAD IS 1,000 CFM NG. EXTEND VENT TO OUTSIDE. EXTEND 3/4" NG PIPE TO EACH HUMIDIFIER. PROVIDE 3/4" DRIP LEG.
14. NOT USED.
15. PROVIDE GAS PIPE PENETRATION THROUGH EXISTING MASONRY WALL. SEE DETAIL 7/H-3.
16. PROVIDE GAS TIGHT SEAL AT PIPE PENETRATION.
17. OWNER FURNISHED, GENERAL CONTRACTOR INSTALLED DUCT MOUNTED DUCT SMOKE DETECTOR WITH REMOTE ALARM LIGHT. OWNER TO PROVIDE 120 VOLT SIGNAL FROM SWITCH TO TOUCH 'TO ACTIVATE AHU SIGNAL TO OPERATE WET WELL VENTILATION SYSTEM.
18. 24/12 EA DUCT ON TO EL 14'-0" AFF. PROVIDE 12"x12" TO TRANSITION DUCTW BETWEEN TWO DUCT PLANES AT EXHAUST INLET.
19. LOCATE DUCT TIGHT TO WALL TO CLEAR OVERHEAD GARAGE DOOR.

HVAC FLOOR PLAN EL 606.38

SCALE

N

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PROJECT NUMBER
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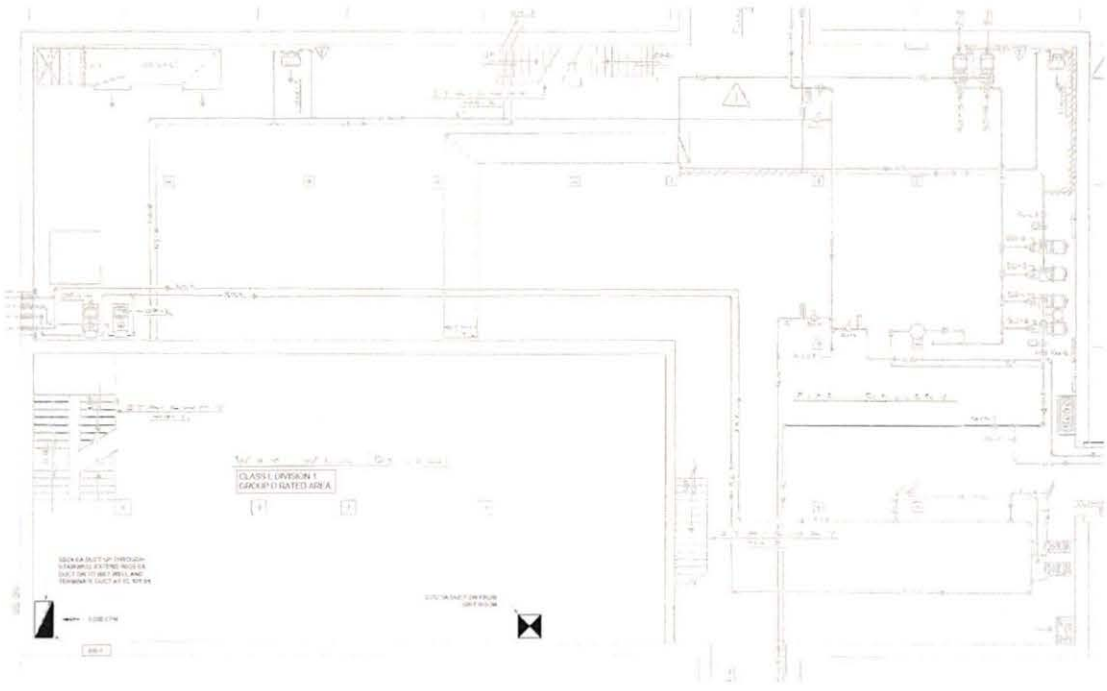
SHEET TITLE
HVAC FLOOR PLAN EL 606.38

DWG NUMBER H-2

SHT NUMBER
SHT 1 OF 11



HVAC FLOOR PLAN EL 594.88

SCALE

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SHEET TITLE

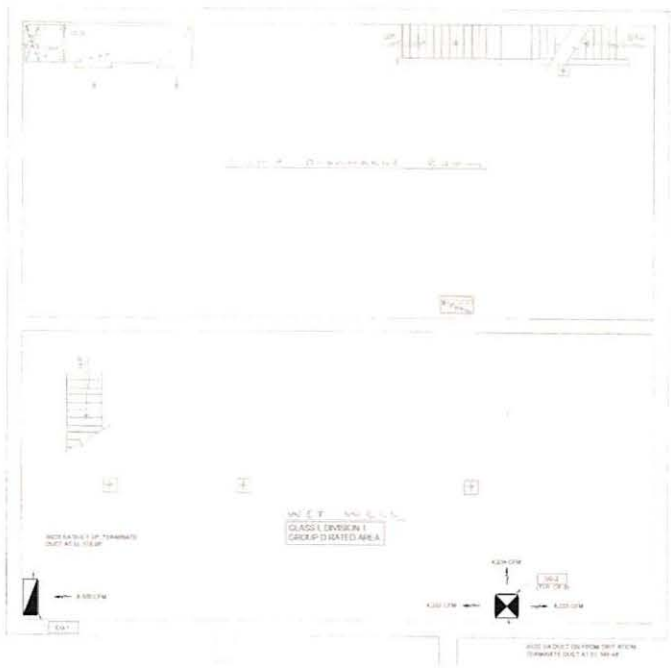
HVAC FLOOR PLAN EL 594.88

DWG NUMBER

H-3

SHT NUMBER

SHT 3



HVAC FLOOR PLAN EL 577.46

SCALE

N

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PROJECT
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SHEET TITLE
HVAC FLOOR PLAN EL 577.46

DWG NUMBER
H-4

SHT NUMBER
SHT

CONTROL DAMPER SCHEDULE

TAG NO	QTY	MANUFACTURER MODEL NO OR EQUAL	TYPE	BLADE TYPE	MAX. AIR VELOCITY (FPM)	MAX. AIR PRESSURE (IN W.G.)	WIDTH (IN)	HEIGHT (IN)	AIR DATA TYPE	AIR DATA MAX. CFM	AIR DATA VELOCITY (FPM)	DAMPER ACTUATOR MANUFACTURER MODEL NO. OR EQUAL	DAMPER ACTUATOR HOUSING	DAMPER ACTUATOR CONTROL TYPE	DAMPER ACTUATOR FAIL POSITION	DAMPER ACTUATOR TORQUE (IN LB.)	DAMPER ACTUATOR QUANTITY	DAMPER ACTUATOR VOLTAGE	DAMPER ACTUATOR AUXILIARY SWITCHES	RELATED LOUVER	RELATED SYSTEM	REMARKS
CD-1	1	RUSKIN CD20VG1	HEAVY DUTY	OPPOSED	3000	6.0	24	24	EXHAUST	5,100	1,275	BELIMO PKNF120-S	BELIMO ZS-200 (EXP)	2 POSITION	CLOSED	70	1	115 VAC	(2) SPDT	-	RE-1	BS, SSC

BS = BLADE SEAL (EPDM) EXP = EXPLOSION PROOF SSC = STAINLESS STEEL (TYPE 304) CONSTRUCTION SPDT = SINGLE POLE DOUBLE THROW

15838

FAN SCHEDULE

TAG NO	MANUFACTURER MODEL NO OR EQUAL	UNIT AREA SERVED	TYPE	AIR DATA MAX. CFM	AIR DATA MIN. CFM	AIR DATA ESP (IN. WG)	AIR DATA BHP	FAN RPM	MAXIMUM TIP SPEED (FPM)	DRIVE TYPE	MOTOR DATA HP	MOTOR DATA VOLT	MOTOR DATA PH	MOTOR DATA HZ	MOTOR DATA RPM	MOTOR DATA ET	DISCONNECT SWITCH	REMARKS
RE-1	GREENHECK CUBE-240-15	PUMP BLDG. - GRIT ROOM	UNILAST CENTRIFUGAL ROOF EXHAUST	5,100	5,100	0.75	1.26	779	4,979	BELT	1-1/2	460	3	60	1725	EXP.	NEMA-7	AH, AB, ARR, B, C1, CS, ELL, GNB, PEM, RC, SBC, SSS

AH = ALUMINUM HOUSING B = BEARINGS WITH GREASE FITTINGS ET = ENCLOSURE TYPE GNB = GRIP NOTCHED BELTS (PLUS SPARE) SBC = SPARK B CONSTRUCTION
AW = ALUMINUM BIRDSCREEN C = COATING (PERMATECTOR - GRAY) ELL = EXTENDED LUBE LINES PEM = PREMIUM EFFICIENT MOTOR SSS = STAINLESS STEEL SHAFT
ARR = ALUMINUM RUB RING CS = CURB SEAL EXP = EXPLOSION PROOF (CLASS I, DIVISION 1) RC = ROOF CURB (ALUMINUM, 14-IN HIGH, INSULATED, C- COATED)

REGISTER & GRILLE SCHEDULE

TAG NO	MANUFACTURER MODEL NO OR EQUAL	LOCATION SERVED	TYPE	DUCT SIZE (IN.)	FRAME SIZE (IN.)	AIR PATTERN	MATERIAL	FINISH	DAMPER	S/D AIR (CFM)	MAX. APD (IN. WG)	MAX NC	MOUNTING	REMARKS
SG-1	TITUS 300RL-SS	PUMP BLDG. - GRIT ROOM	SUPPLY GRILLE (3/4" BLADE SPACING)	24 x 16	25-13/16 x 17-13/16	DD	316 SS	84 MILL	NA	1,800	0.17	32	SURFACE MOUNT	TYPICAL OF 2
SG-2	TITUS 300RS-SS	PUMP BLDG. - WET WELL	SUPPLY GRILLE (3/4" BLADE SPACING)	24 x 36	25-13/16 x 37-13/16	DD	316 SS	84 MILL	NA	4,233	0.17	36	SURFACE MOUNT	TYPICAL OF 3
EG-1	TITUS 350RL-SS	PUMP BLDG. - WET WELL	EXHAUST GRILLE (3/4" BLADE SPACING)	44 x 44	45-5/8 x 45-5/8	SD	316 SS	84 MILL	OBD	5,500	0.06	21	SURFACE MOUNT	TYPICAL OF 2

DD = DOUBLE DEFLECTION
OBD = OPPOSED BLADE DAMPER (316 SS)
SD = SINGLE DEFLECTION
SS = STAINLESS STEEL

MAKE-UP AIR UNIT SCHEDULE

TAG NO	MANUFACTURER MODEL NO OR EQUAL	LOCATION SERVED	TYPE	FUEL TYPE	GAS SUPPLY PRESS (IN W.C.)	HEATING CAPACITY INPUT (MBH)	HEATING CAPACITY OUTPUT (MBH)	FILTER DATA TYPE	FILTER DATA SIZE (IN.)	FILTER DATA MERV	FILTER DATA APD (IN W.G.) CLEAN/DIRTY	AIR DATA SCFM	AIR DATA EAT (°F) @ 100%	AIR DATA LAT (°F)	AIR DATA ESP (IN W.C.)	AIR DATA TSP (IN W.C.)	AIR DATA DRIVE TYPE	AIR DATA FAN TYPE	AIR DATA FAN SIZE	ELECTRICAL DATA VOLT	ELECTRICAL DATA PH	ELECTRICAL DATA HZ	ELECTRICAL DATA HP	ELECTRICAL DATA BHP	ELECTRICAL DATA MCA	ELECTRICAL DATA MOP	UNIT WEIGHT (LBS)
MAU-4	GREENHECK IQX-112-H2	PUMP BLDG. - GRIT ROOM	1F 100% OA	NAT. GAS	14	600	480	PLEATED	2	8	0.15/0.60	5,400	-15.0	67.3	0.90	1.23	BELT	FC	12	460	3	60	5	4.08	10.8	15	1,500
MAU-5	GREENHECK IQA-120-H2	PUMP BLDG. - WET WELL	1F 100% OA	NAT. GAS	14	1200	960	PLEATED	2	8	0.15/0.60	12,700	-15.0	55.0	1.25	2.04	BELT	FC	20	460	3	60	15	10.38	28.1	45	3,400

GENERAL NOTES

1. THE MECHANICAL CONTRACTOR IS TO BE RESPONSIBLE FOR CO-ORDINATING ALL TRADES AND IS ACTING AS THE PRIME ON THIS PROJECT.
2. THE DRAWINGS ARE DIAGRAMATIC IN NATURE. ALL REQUIRED OUTDOOR AND PIPING MODIFICATIONS SHALL BE INCLUDED IN BASE BID TO ACCOMMODATE ACTUAL FIELD CONDITIONS. FINAL LOCATIONS OF ALL WORK SHALL BE COORDINATED IN THE FIELD, AND INSTALLED AS REQUIRED.
3. CONTRACTOR SHALL COORDINATE ALL WORK WITH THAT OF OTHER TRADES. COORDINATE WALL, FLOOR, AND ROOF PENETRATIONS WITH RESPONSIBLE TRADES.
4. INSTALL ALL OUTDOOR PIPING AND SUSPENDED EQUIPMENT AS HIGH AS POSSIBLE TO PROVIDE MAXIMUM CLEARANCE UNLESS SPECIFIED OTHERWISE.
5. ALL EQUIPMENT (PIPING AND OUTDOOR) SHALL BE SUPPORTED AS DETAILED, SPECIFIED, AND AS REQUIRED TO ENSURE A VIBRATION FREE INSTALLATION.
6. DUCT SIZES SHOWN ARE CLEAR INSIDE DIMENSIONS.
7. ALL OUTDOOR PROJECTS WITH BASE BID SHALL BE 316 STAINLESS STEEL NO. OF FINISH UNLESS NOTED OTHERWISE.
8. ALL OUTDOOR PROJECTS WITH ALTERNATE BID SHALL BE PVC DUCT, PROVIDE VIKING (HARVEL), OR EQUAL.
9. ALL OUTDOOR SUPPORTS (BRACKETS) SHALL BE 316 STAINLESS STEEL SUPPORTS SHALL BE DESIGNED AND PROVIDED BY CONTRACTOR AS PART OF BASE BID.
10. DUCTWORK AND HVAC PIPING SHALL BE INSULATED AS SPECIFIED IN SECTION 23 0700.
11. PROVIDE TURNING VANES IN 90 ELBOWS.
12. GAS PIPING DISTRIBUTION PIPING SHALL BE WELDED SCHEDULE 40 BLACK STEEL PIPE AND PAINTED (RE) MATCHING EXISTING.
13. CONTRACTOR SHALL INCLUDE ROOFING REPAIR AS PART OF BASE BID REMOVE EXISTING ROOFING AS REQUIRED FOR THESE EFFECTED AREAS REQUIRING NEW ROOF CURB, AND/OR SUPPORT STAND, AND REPLACE WITH NEW MATERIALS MATCHING EXISTING MAINTAINING EXISTING ROOF VALUE AND PROVIDE ADEQUATE DRAINAGE.
14. HVAC CONTROLS SHALL BE DESIGNED AND PROVIDED BY INSTALLING CONTRACTOR AND SHALL BE INCLUDED IN BASE BID. HVAC CONTROLS PROVIDED SHALL BE STAND-ALONE AND SHALL BE ELECTRICAL AND/OR DDC CONTROLS AS SPECIFIED IN SECTIONS 23 0993 AND 23 0993. MAKE-UP AIR UNITS SHALL BE PROVIDED WITH DDC CONTROLS AND SHALL BE ETHERNET TCP/IP AND BACNET COMPATIBLE. DDC CONTROLS PROVIDED FOR MONITORING DATA POINTS(RE) AS REQUIRED BY OWNER.
15. ALL CONTROL WIRING SHALL BE INSTALLED IN EITHER RIGID OR EMT CONDUIT AS SPECIFIED IN SECTION 23 CONTROL WIRING INSTALLED IN CLASSIFIED AREAS SHALL BE INSTALLED IN RIGID CONDUIT.
16. ELECTRICAL SCOPE OF WORK:
    A. POWER SUPPLY INCLUDING WIRE, CONDUIT AND ELECTRICAL DEVICES BY OWNER UNLESS SPECIFIED TO BE FURNISHED BY MANUFACTURER.
    B. CONTRACTOR TO COORDINATE POWER REQUIREMENTS WITH OWNER AND ESTABLISH SCHEDULE FOR WORK TO BE COMPLETED BY OWNER.
    C. CONTROL POWER REQUIRED UNDER SECTION 23 0533 IS WORK BY DIVISION 23.
    D. CORE DRILLING THROUGH WALL, FLOORS, AND ROOFS TO BE PROVIDED BY THE GENERAL/HVAC CONTRACTOR.

MAKE-UP AIR UNIT SCHEDULE CONT.

TAG NO	REMARKS
MAU-1	DD, DS, EGL, HD, HE, HEW, HEM, IC, IH, PC, PE, PC, SG, VI, WH
MAU-2	DD, DS, EGL, HD, HE, HEW, HEM, IC, IH, PC, PE, PC, SG, VI, WH

DD = DISCHARGE DAMPER (LOW LEAKAGE, MODBUS D)
DS = DISCONNECT SWITCH (NEMA 3R, LOCKABLE)
EGL = EXTENDED GREASE LINES
FC = FORWARD CURVE
HD = HORIZONTAL DISCHARGE (END)
HE = HEAT EXCHANGERS/ BURNERS (409 STAINLESS STEEL)
HEW = HEAT EXCHANGER WARRANTY (10 YEARS)
HEM = HIGH EFFICIENCY MOTOR
IC = INSULATED CABINET, DOUBLE WALL CONSTRUCTION
IF = INDIRECT FIRED (POWER VENTED)
MCA = MOTOR CONTROL AMPS
MOP = MAXIMUM OVERCURRENT PROTECTION
OA = OUTDOOR AIR
PC = PACKAGED CONTROLS
(DDC: MICROPROCESSOR (S) PLANT SCADA MONITORING CAPABILITY)
RC = ROOF CURB (WELDED 18 GA. GALV. STEEL, 24-IN HIGH)
SO = SERVICE OUTLET (TO BE POWERED SEPARATELY)
VI = VIBRATION ISOLATION (NEOPRENE)
WH = WEATHER HOOD W/ BIRDSCREEN

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PROJECT
SHEBOYGAN WWTP
INFLUENT PUMP
BUILDING

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CITY OF SHEBOYGAN

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SHEBOYGAN, WISCONSIN 53081
920.459.3404 Tel

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GREEN BAY, WISCONSIN 54304
920.468.1978 tel 920.468.2312 fax
www.aecom.com

ISSUE/REVISION

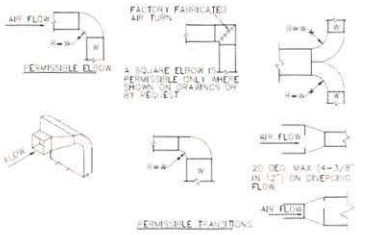
NO	DATE	DESCRIPTION
3	04/30/2021	BID SET

PROJECT NUMBER
60554811

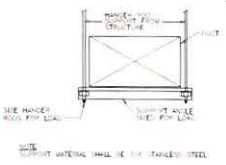
SHEET TITLE
HVAC SCHEDULES

DWG NUMBER H-5

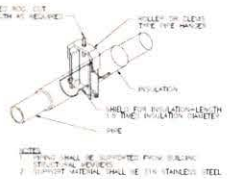
SHT NUMBER
SHEET 1 OF 1



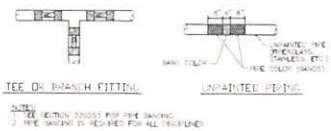
1 DUCT TRANSITIONS DETAIL
H-6
NOT TO SCALE



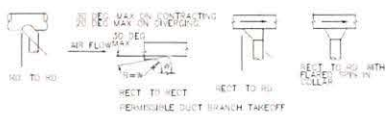
2 DUCT HANGING DETAIL
H-6
NOT TO SCALE

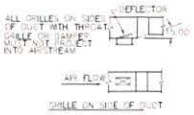


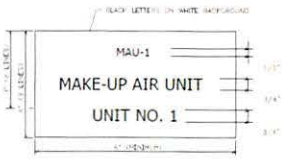
3 PIPE HANGING DETAIL
H-6
NOT TO SCALE



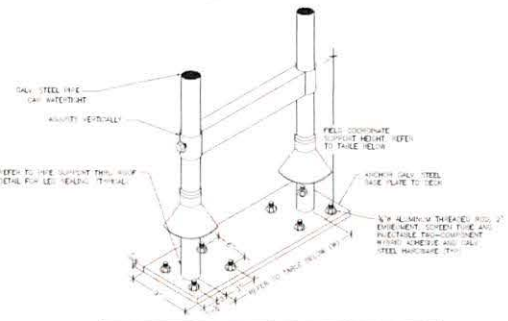
4 PIPING SYSTEM IDENTIFICATION
H-6
NOT TO SCALE







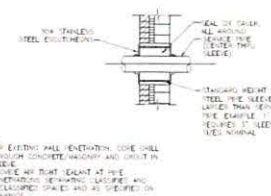
5 EQUIPMENT MARKERS DETAIL
H-6
NOT TO SCALE



WIDTH OR LENGTH OF EQUIPMENT/SUPPORT	MAX HEIGHT OF LEGS ABOVE FINISHED ROOF
UP TO 30"	18" *
31" AND UP	18" *

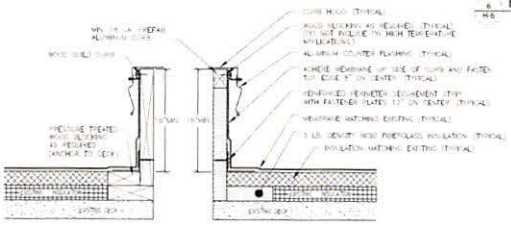
* REQUIRED HEIGHTS TALLER THAN SHOWN TO BE APPROVED BY STRUCTURAL ENGINEER

6 ROOF SUPPORT STAND DETAIL
H-6
NOTE
NOT TO SCALE

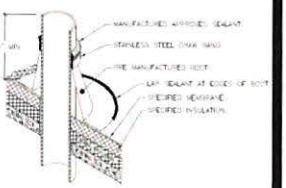


NOTES:
1. FOR EXISTING WALL PENETRATION, CORE DRILL THROUGH CONCRETE/MASONRY AND GROUT IN SLEEVE
2. PROVIDE AIR TIGHT SEALANT AT PIPE PENETRATIONS BETWEEN CLASSIFIED AND UNCLASSIFIED SPACES AND AS SPECIFIED ON DRAWINGS

7 PIPE PENETRATION THROUGH MASONRY WALL
H-6
NOT TO SCALE



8 ROOF CURB DETAIL (SINGLE PLY MEMBRANE)
H-6
NOT TO SCALE



9 PIPE THROUGH ROOF DETAIL (SINGLE PLY MEMBRANE)
H-6
NOT TO SCALE

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CITY OF SHEBOYGAN

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GREEN BAY, WISCONSIN 54304
920 468 1978 tel 920 468 3312 fax
www.aecom.com

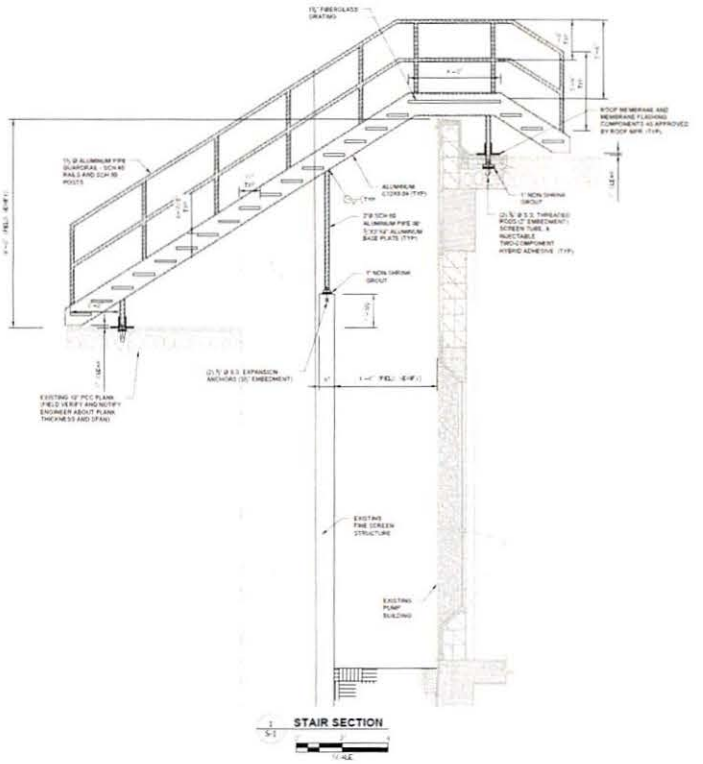
ISSUE/REVISION

NO	DATE	DESCRIPTION
0	04/30/2021	BID SET

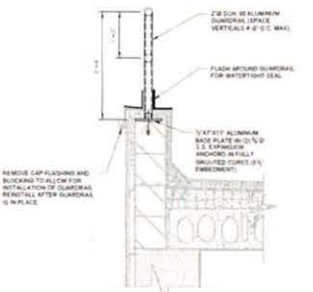
PROJECT NUMBER
60554811

SHEET TITLE
HVAC DETAILS

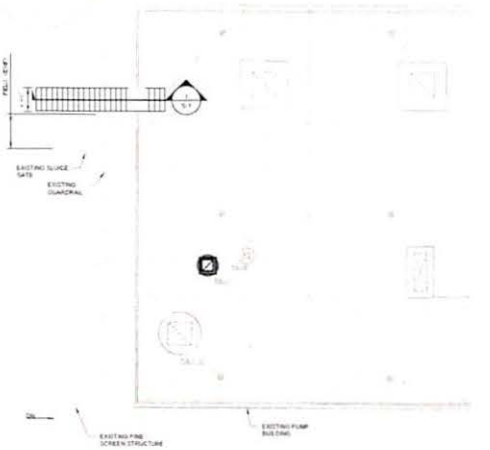
DWG NUMBER H-6
SHT NUMBER



STAIR SECTION



GUARDRAIL DETAIL



PARTIAL ROOF PLANS

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SHEBOYGAN WWTP
INFLUENT PUMP
BUILDING

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ISSUE/REVISION

3	04/30/2021	BID SET
NO.	DATE	DESCRIPTION

PROJECT NUMBER
60554811

SHEET TITLE
STRUCTURAL PARTIAL ROOF
PLANS AND DETAILS

DWG NUMBER
S-1

SHT NUMBER
SHT [illegible] OF [illegible]

VI

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 7, 2021.

Your Committee to whom was referred R. O. No. 71-21-22 by City Clerk submitting a communication from Toni Becker to raise awareness of wide-spread "unrestrained dog" issues in the City; recommends referring the document to the Pet-Friendly Task Group.

Pet Friendly Task Group

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.12

R. O. No. 71 - 21 - 22. By CITY CLERK. August 16, 2021.

Submitting a communication from Toni Becker to raise awareness of wide-spread "unrestrained dog" issues in the City.

CITY CLERK

LHPS

Toni Becker
1129 Bell Avenue
Sheboygan, WI. 53083
Phone: 920-452-6945
Email: tlblynnbe@gmail.com

August 4, 2021

To: Ryan Sorenson; Christopher Domagalski; Roberta Filicky-Peneski; Betty Ackley

I am respectfully submitting the following letter to raise awareness of wide-spread "unrestrained dog" issues in the City of Sheboygan, and to ask your consideration about finding solutions:

There are a large number of complaints and horror stories sporadically posted on Nextdoor about "unrestrained dogs" attacking and/or scaring leashed dogs and their walkers. The posts are a representative sampling that indicate a widespread problem of "unrestrained dogs" throughout the City---Far too many people and dogs suffer traumatically scary incidents, injury and occasionally dog deaths. These incidents rob many people of the sense of safety and enjoyment they once felt walking their dog. Furthermore, many irresponsible dog owners are causing this harm with impuity.

Yes, some dogs are loose because they escaped their restraint or are lost, but it can be assumed that these "lost loose dogs" are in the minority. Most all of the Nextdoor posts about unrestrained-dog scares and attacks, describe people with their unleashed dogs in public, or unrestrained dogs loose in their own yards, year round. Folks on Nextdoor have expressed passionate interest in working together with the City to address these issues.

I feel this problem has a couple of causes, and numerous possible solutions to reduce incidents.

- **Cause One:** Some people are unaware of the Sheboygan Municipal Code Section 18-46 Dog Restraint Law, which states that a dog may be off its property if it is restrained by a substantial leash not exceeding six feet in length and the leash is in the hands of a person who is directly controlling the movement of the animal.
- **Possible Solutions:** Disseminate Leash Law information in numerous ways, such as:
  1. Print the one-paragraph Dog Restraint Law in the ample space toward the bottom of the yearly dog license permit given to owners when they pay the annual fee---using bold fonts and an attention-getting logo.
  2. Interested citizens could coordinate to work with local veterinarian offices to encourage that the one-paragraph Dog Restraint Law be printed on their billing pages and Provide a Dog Restraint Law poster to be displayed in vets waiting rooms; work with local pet stores to display such a poster, perhaps visible at check outs; work with local dog training businesses and clubs to place such posters and newsletter articles.

3. Ask Officers to remind people of the Dog Restraint Law when visiting Neighborhood Association meetings, schools, etc.

4. The Police department could start and advertise a "Recognizing Responsible Dog Owners" campaign, by occasionally stopping when they see a properly-restrained dog, and giving the owner a compliment and a donated-certificate from an ice-cream shop or pet shop, etc. (Awareness raised from both the advertising and the winners-passing-the-word should be an effective and fun attention getter for the Restraint law.)

- **Cause Two:** Some people know the law and knowingly break it.
- **Possible Solutions:** Find ways to make offenders accountable with a first-time info warning, and consequences/fines for re-offenders.

1. It is likely that a visit by someone in authority may be enough to stop the offending.

2. Determine what amount of time police are available to follow up with first time info/warnings and second-offense citations, after reports of unrestrained dogs that are causing problems---bolting at walkers/leashed dogs, injuries, etc.

Clarify what constitutes a report that will be followed up on. (Police cannot be "dog catchers" searching and capturing "lost dogs" who have not attacked anyone.)

3. If necessary, because of police time limitations, hire a part-time, casual, Pet Control person to follow up on "loose dog" complaints by making info/warning offender visits. With the huge number of City dogs, and the large number of unrestrained-dog incidents, hiring a casual, part-time Pet-Control person should be justifiable.

- **Cause Three:** Part of the current Code 18-46 states that: Dogs can be kept loose upon a premises with personal and direct supervision such as voice command by such person physically present. This section ignores the universal recognition that EVERY dog, even well-behaved ones, can act unpredictably, can act out-of-character with the right stimulus. It is not certain that an owner will be able to control their unrestrained dog.

Nextdoor posts include many complaints about loose-in-the-yard dogs running up to a walker/dog creating a frightening and possibly dangerous situation, sometimes precipitating bad reactions from the frightened leashed dog as well. The trauma of this experience often detracts from the enjoyment of future walks.

And for walkers who are elderly, disabled, children, having more than one dog, having a small dog---the experience of suddenly being confronted by an excited, bolting dog is that much more traumatic. Even if the dog doesn't ultimately bite or fight, no one should have to go through the horrific ordeal of an unpredictable unrestrained-dog confrontation.

- **Solution Three:** For obvious reasons, Code 18-46 needs to be changed to a law that forbids unrestrained dogs being anywhere outdoors, except fences, walls or other secure enclosures on their premises.

X

Gen. Ord. No. _____ - 21 - 22. By Alderpersons Felde and Mitchell.
September 7, 2021.

AN ORDINANCE annexing territory owned by the City to the City of Sheboygan, Wisconsin.

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

Section 1. **Territory Annexed.** In accordance with sec. 66.0223 of the Wisconsin Statutes, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, owned by the City of Sheboygan, transferred to the City via a Warranty Deed dated July 28, 2021 and recorded as Document No. 2120070 on August 3, 2021 at 11:24 a.m., and lying contiguous to the City, is hereby annexed to the City of Sheboygan, Wisconsin:

Part of the Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 9, Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southwest corner of Section 9, Township 14 North, Range 23 East, thence South 88°40'28" East, 2413.53 feet along the South line of said Section 9, to its intersection with the center of [former] U.S. Highway "141", thence North 18°05'08" East 729.00 feet along said centerline to the true point of beginning, thence continuing North 18°05'08" East 508.69 feet along said centerline, thence North 81°28'12" West 600 feet, thence South 09°26'23" West 571.34 feet, thence South 89°01'50" East 529.22 feet to the point of beginning, being a tract containing 6.89 acres of land.

Excepting therefrom the following:

Commencing at the South 1/4 corner of said Section 9, T14N, R23E; thence N88°29'52" W along the South line of the SW 1/4, 253.19 feet to the CTH "OK" reference line; thence N17°59'00" E, 728.75 feet along the reference line, to the point of beginning;

Thence continuing N17°59'00" E, 508.38 feet along the reference line; thence N81°11'03" W, 33.43 feet to the Westerly existing right of way line of CTH "OK"; thence S18°02'33" W, 222.92 feet along the Westerly existing right of way line; thence S38°37'43" W, 133.58 feet; thence S17°59'00" W, 100.00 feet; thence S09°27'09" W, 76.62 feet; thence S88°42'13" E, 71.65 feet; to the point of beginning and containing 0.242 acres of land, including therein 0.387 acres of land lying within the

City Plan

existing right of way of CTH "OK".

Section 2. **Effect of Annexation.** This ordinance shall take effect upon passage and publication, and upon the filing of seven (7) certified copies of this ordinance in the office of the Secretary of the Department of Administration of the State of Wisconsin, together with seven (7) copies of a plat showing the boundaries of the territory attached to the City. From and after the effective date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. **Ward Designation.** The territory described in Section 1 of this ordinance is hereby made a part of the 23rd Ward, 10th Aldermanic District, 10th Supervisory District, 26th Assembly District and the 9th Senatorial District, subject to the ordinances, statutes, rules and regulations governing wards and districts.

Section 4. **Severability.** If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. **Zoning.** Upon recommendation of the Plan Commission, the territory annexed to the City by this ordinance is temporarily zoned as Suburban Industrial (SI), a designation that is consistent with the City of Sheboygan Comprehensive Plan for that area.

_____

_____

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

Gen. Ord. No. _____ - 21 - 22. By Alderpersons Felde, Ackley, and Dekker. September 7, 2021.

AN ORDINANCE amending Section 118-447 of the Municipal Code so as to clarify the parallel procedures used in Section 118-133 (related to parking tickets) and Section 118-447 (related to bicycle tickets).

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

Section 1. Section 118-447 of the Municipal Code entitled "Forfeitures for bicycle, skateboard and in-line skate violations" is hereby repealed and recreated so as to read as follows:

"Sec. 118-447. - Forfeitures for bicycle, skateboard and in-line skate violations.

(a) The forfeitures for violations of this article shall be $25.00 for ages 12 years and up. No court costs or witness fees shall be assessed unless the violator desires to appear at a court hearing on such violation.

(b) Upon receipt from a police officer or parking monitor of a notice of a violation of this article, the violator may:
   (1) Stipulate guilt and deliver in person or mail the notice of violation together with the forfeiture payment to the city finance department; or
   (2) Contest the notice of violation by contacting the police department.

(c) Failure to make payment of the forfeiture or to contest the notice of violation within ten days of issuance shall result in the generation of a first notice of non-payment. With generation of such notice, a $10.00 administrative fee shall be assessed. Failure to make payment of the forfeiture and administrative fee as assessed or to contest the notice of violation within 21 days of issuance shall result in the generation of a second and final notice of non-payment. With generation of the second notice, an additional administrative fee of $10.00 shall be assessed. Failure to make payment of the forfeiture and administrative fees as assessed or to contest the notice of violations within 31 days of issuance shall result in assessment of the administration fees related to collection via the state of Wisconsin debt collection program, if any. No notice of violation may be contested if more than 31 days has passed since issuance thereof."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

4.1

R. O. No. 60 - 21 - 22. By CITY PLAN COMMISSION. August 16, 2021.

Your Commission to whom was referred Gen. Ord. No. 14-21-22 by Alderperson Perrella amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located off of S. 14th Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350 from Class Central Mixed Use to Class Multi-family Residential Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 10, 2021, and after due consideration, recommends receiving the R. O. and adopting the General Ordinance.

Lapsed

CITY PLAN COMMISSION

X

6.1

Gen. Ord. No. 14 - 21 - 22. By Alderperson Perrella. August 2, 2021.

AN ORDINANCE amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located off of S. 14th Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350 from Class Central Mixed Use to Class Multi-family Residential Classification.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classifications is hereby amended by changing the Future Land Use Maps thereof and Use Classifications of the following described lands from Class Central Mixed Use to Class Multi-family Residential Classification:

Property located off of S. 14th Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350:

NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT NORTH 1/2 OF LOTS 7,8,9,10 & 11 BLOCK 247 AND THE SOUTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Cap Plan

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____.

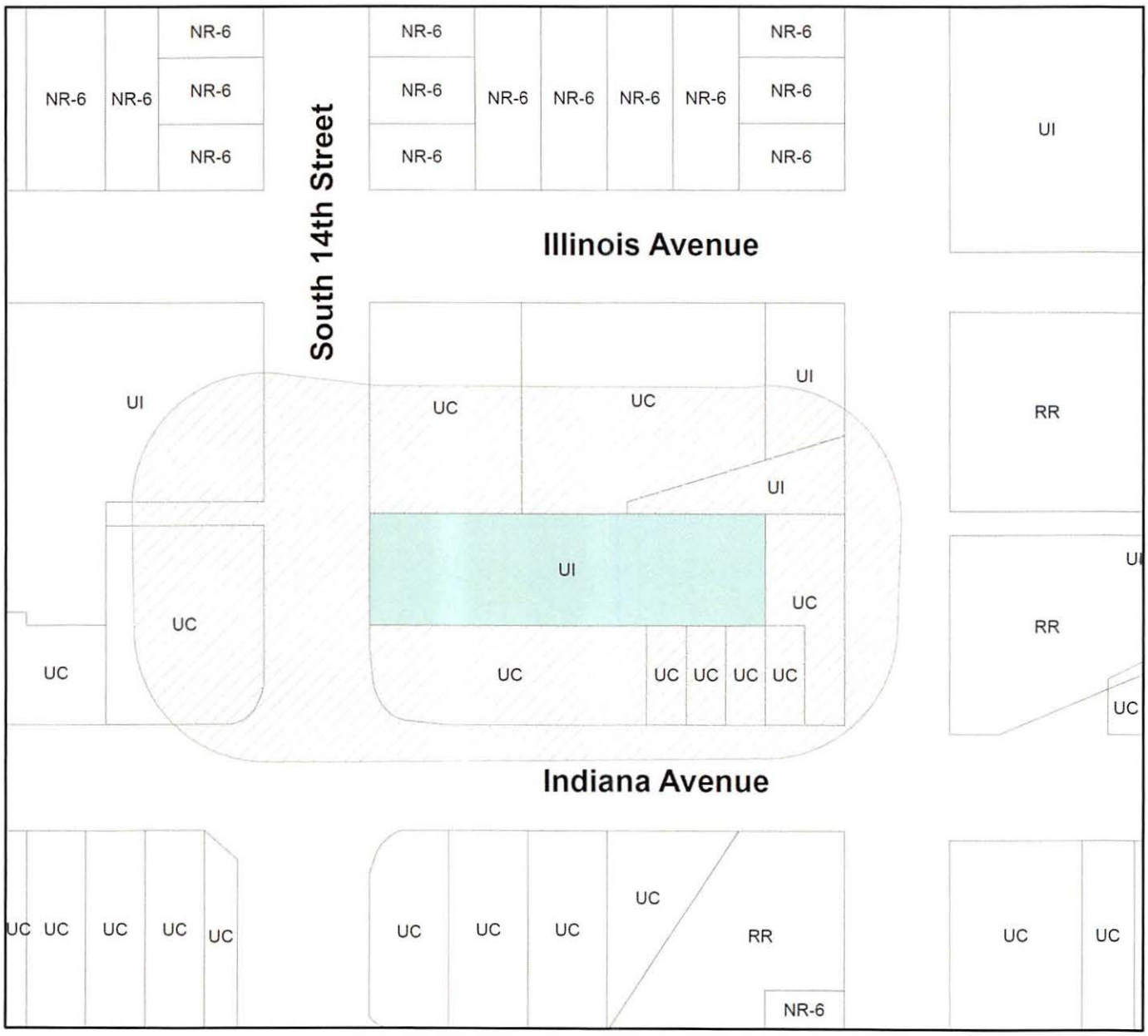
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM CENTRAL MIXED USE TO MULTI-FAMILY RESIDENTIAL

NE 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT NORTH 1/2 OF LOTS 7,8,9,10 & 11 BLOCK 247 AND THE SOUTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS



XI

4.2

R. O. No. 61 - 21 - 22. By CITY PLAN COMMISSION. August 16, 2021.

Your Commission to whom was referred Gen. Ord. No. 15-21-22 by Alderperson Perrella amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located off of the corner of S. 14th Street and Illinois Avenue - Parcel #59281506260, Parcel #59281506240, and Parcel #59281506230 from Class Neighborhood Preservation to Class Multi-family Residential Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 10, 2021, and after due consideration, recommends receiving the R. O. and adopting the General Ordinance.

CITY PLAN COMMISSION

Approved

X

6.2

Gen. Ord. No. 15 - 21 - 22. By Alderperson Perrella. August 2, 2021.

AN ORDINANCE amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located off of the corner of S. 14th Street and Illinois Avenue - Parcel #59281506260, Parcel #59281506240, and Parcel #59281506230 from Class Neighborhood Preservation to Class Multi-family Residential Classification.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classifications is hereby amended by changing the Future Land Use Maps thereof and Use Classifications of the following described lands from Class Neighborhood Preservation to Class Multi-family Residential Classification:

Property located off of the corner of S. 14th Street and Illinois Avenue - Parcel #59281506260, Parcel #59281506240, and Parcel #59281506230:

NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247 EXCLUDING THAT PART OF LOTS 2 & 3 SOLD TO RR AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT COMMENCING AT SOUTHEAST CORNER OF LOT 1 BLOCK 247, THENCE NORTH 50', THENCE SOUTHWESTERLY TO A POINT IN SOUTH LINE OF LOT 3, 30' WEST OF SOUTHEAST CORNER OF SAID LOT 3, THENCE EAST TO BEGINNING BLOCK 247 AND THE NORTH 1/2 OF VACATED E-W ALLEY ADJOINING TO SAID LOT.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Cityplan

Aaron Perrella

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____.

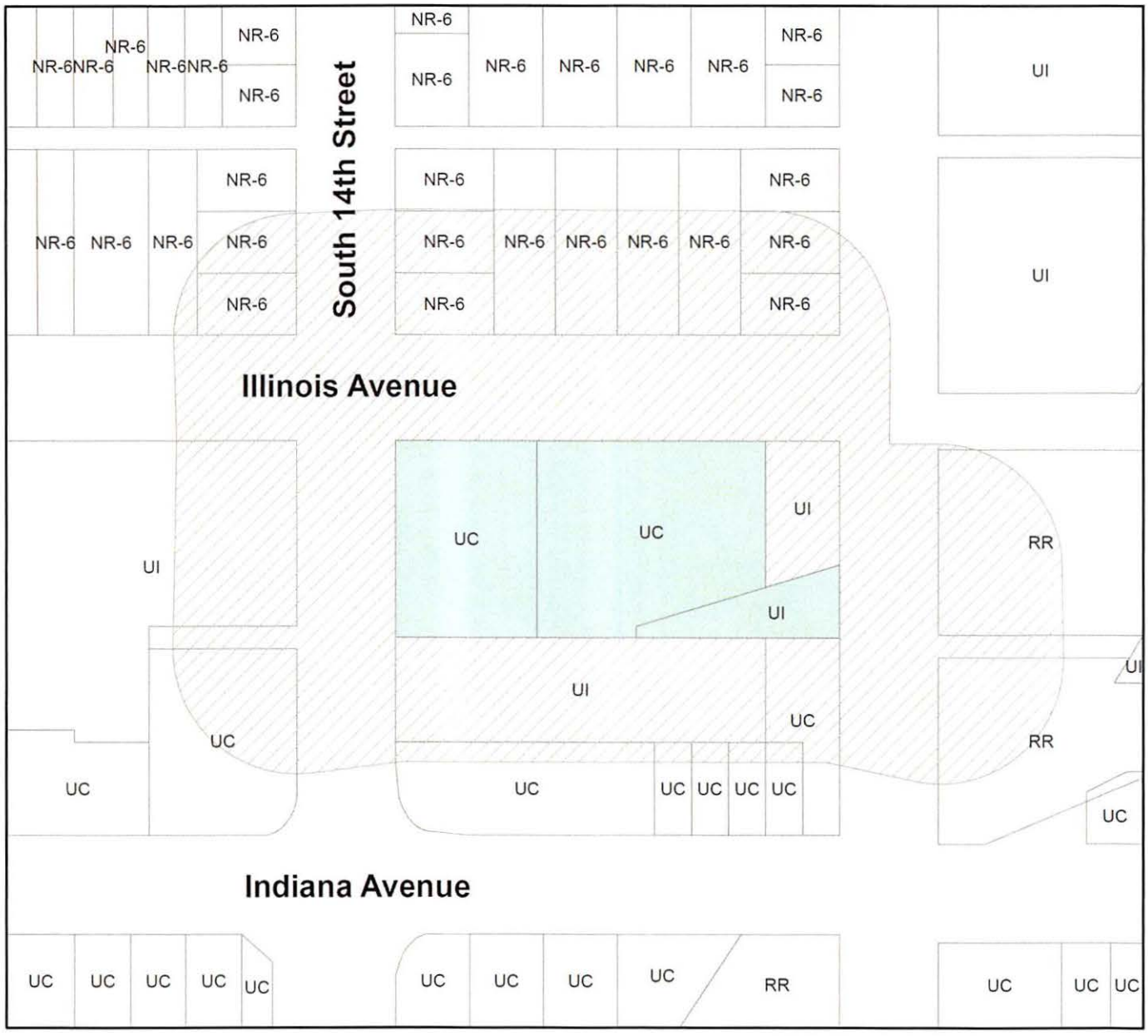
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM NEIGHBORHOOD PRESERVATION TO MULTI-FAMILY RESIDENTIAL

NE 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS
AND
ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247 EXCLUDING THAT PART OF LOTS 2 & 3 SOLD TO RR AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS
AND
ORIGINAL PLAT COMMENCING AT SOUTHEAST CORNER OF LOT 1 BLOCK 247, THENCE NORTH 50', THENCE SOUTHWESTERLY TO A POINT IN SOUTH LINE OF LOT 3, 30' WEST OF SOUTHEAST CORNER OF SAID LOT 3, THENCE EAST TO BEGINNING BLOCK 247 AND THE NORTH 1/2 OF VACATED E-W ALLEY ADJOINING TO SAID LOT



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XI

R. O. No. 62 - 21 - 22. By CITY PLAN COMMISSION. August 16, 2021.

Your Commission to whom was referred Gen. Ord. No. 16-21-22 by Alderperson Perrella and R. O. No. 54-21-22 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located off of S. 14th Street and Illinois Avenue - Parcel #59281506260 and Parcel #59281506240 from Class Urban Commercial (UC) to Class Urban Residential (UR-12) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 10, 2021, and after due consideration, recommends adopting the Ordinance and filing the R. O.

Approved

CITY PLAN COMMISSION

X

6.3

Gen. Ord. No. 16 - 21 - 22. By Alderperson Perrella. August 2, 2021.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located off of S. 14th Street and Illinois Avenue - Parcel #59281506260 and Parcel #59281506240 from Class Urban Commercial (UC) to Class Urban Residential (UR-12) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Commercial (UC) to Class Urban Residential (UR-12) Classification:

Property located off of S. 14th Street and Illinois Avenue - Parcel #59281506260 and Parcel #59281506240:

NE ¼ OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST. ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247 EXCLUDING THAT PART OF LOTS 2 & 3 SOLD TO RR AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

CityPlan

Gavin Perrella

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____.

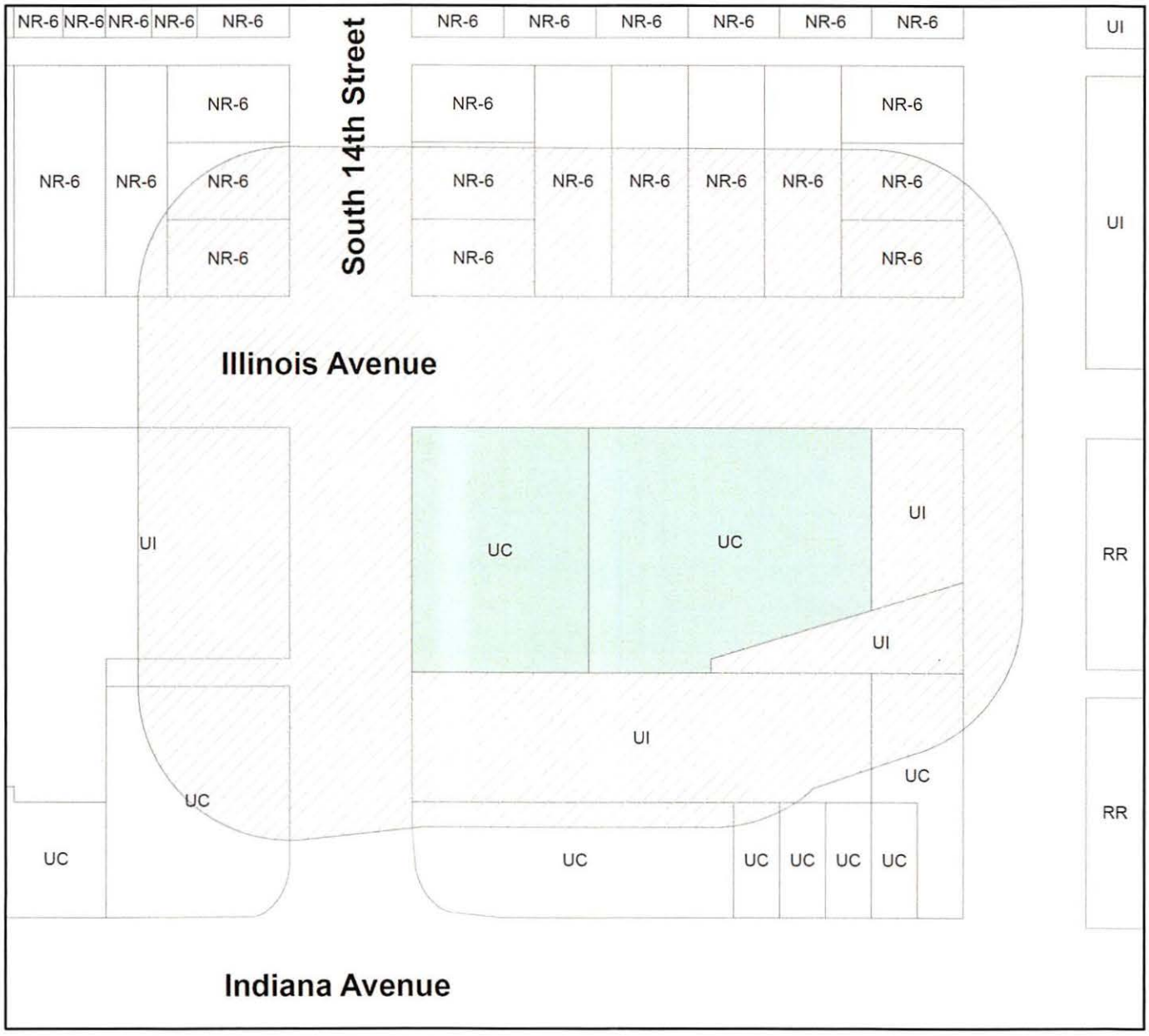
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED REZONE
FROM URBAN COMMERCIAL (UC)
TO URBAN RESIDENTIAL (UR-12)

NE 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND
THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS
AND
ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247
EXCLUDING THAT PART OF LOTS 2 & 3 SOLD TO RR AND THE
NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS



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3.3

R. O. No. 54 - 21 - 22. By CITY CLERK. August 2, 2021.

Submitting an application from Commonwealth Development for a change in zoning classification of property located off of S. 14th Street and Illinois Avenue - Parcel #59281506260 and Parcel #59281506240 from Class Urban Commercial (UC) to Class Urban Residential (UR-12) Classification.

CITY CLERK

CityPlan

July 26, 2021

City of Sheboygan
828 Center Avenue
Sheboygan, WI

Re: 1003 14th South Street Proposed Rezone

Dear Mayor Sorenson and Council Members,

Commonwealth is writing this letter to formally request an amendment to the official zoning map for the parcels currently under our control located on the corner of 14th and Illinois (Parcels: 59281506260, 59281506240, 59281506350, 59281506230). We are requesting to rezone the aforementioned parcels to Urban Residential to accommodate the development of 48 units of workforce housing. Given this site's location we believe it presents a great opportunity for a new infill development as it is one of the main entrances to the downtown corridor. The proposed development will provide revitalization to an area of the city that has been stagnant the past several years in a manner that compliments the surrounding single-family houses. We believe our architects have captured this vision through various design elements such as the pitched roof, staggered columns presenting various dimensions, and first floor townhome-style units with individual entrances and door overhangs for the units facing Illinois street. *Please see the attached rendering for further detail.*

The proposed zoning map amendment algins with multiple core City values expressed in Section 15.005, the comprehensive plan, and the recently conducted housing study. For starters, Section 15.005 emphasizes the reduction of street congestion. Evidence across urban municipalities comparable to Sheboygan demonstrate that multi-family buildings get more people out of their cars, and into public transit, while also boosting commuting by bicycle and walking. Denser developments closer to the urban centers place more residents closer to their jobs and cut down commuting distances. On top of that, the proposed development promotes the protection of the public safety for the future tenants by encompassing smart key technology with key-fobs specific for each unit, adequate site lighting, along with 24/7 video surveillance.

In addition to section 15.005, the proposed zoning amendment aligns with the City of Sheboygan's comprehensive plan to a great degree. For instance, the promotion of infill development aligns directly with the proposal being set forth here for the 14th Street South Parcel. Additional support for this rezone is supported by the comprehensive plan's goal of spurring economic development and job creation. This development will increase the City's tax base while also providing additional workforce housing that supports both existing local employers and the attraction of future employers to Sheboygan.

Over time, growth patterns for nearly every municipality shift. This is something Commonwealth has experienced often in our 20 years of development experience. The City of Sheboygan is no different as there continues to be a shortage in the supply of affordable housing which can be supported in the affordable housing market study conducted in April of 2021. The in-depth analysis performed by MSA Professional Services indicated a population decrease over the last decade within the City of Sheboygan by 2%. However, population in the region is projected to grow and employers are anticipating continued hiring. The study suggests that population change is directly tied to change in the number of households and the size of those households, both of which are influenced by availability of desirable units within desired markets. Commonwealth is confident this population decrease is not a reflection of Sheboygan being an undesirable market, rather the lack of desirable units. Our objective with the proposed development would be to bridge this gap by providing top-tier units that are truly desirable to the workforce community in efforts of promoting continued population growth for the City of Sheboygan.

To ensure the proposed development encompasses "desirable-units" beyond construction style, Commonwealth was able to tailor our development by decreasing the overall density to incorporate 20 three-bedroom units as MSA indicated a significant shortage in Three (3) Bedroom rental units. Another priority focus identified in the study is the utilization of infill development, given the City's limited greenspace MSA suggests placing a priority on infill housing proposals across the City's neighborhood enhancement nodes such as the site located on the corner of 14th and Illinois.

The City of Sheboygan has made a superb effort in its continued residential redevelopment efforts. This project will continue to address the need for more desirable workforce housing units in the City as employment opportunities remain robust. For the variety of reasons outlined above, we believe a rezone to "Urban Residential" will achieve the highest and best use for this site and compliment the surrounding residential neighborhood.

If you require any further information, feel free to contact me via email or by telephone at (608) 556-2939.

With appreciation,
Tyler Sheeran

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

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

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

1. APPLICANT INFORMATION

APPLICANT: **Commonwealth Development** PHONE NO.: **(608) 556-2939**
ADDRESS: **7447 University Ave. Middleton, WI 53562**
E-MAIL: **t.sheeran@commonwealthco.net**

OWNER OF SITE: **Donald R. Draughon, Jr.** PHONE NO.: **(919) 608-0790.**

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: **1003 South 14th Street**

LEGAL DESCRIPTION: NE 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247 EXCLUDING THAT PART OF LOTS 2 & 3 SOLD TO RR AND THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS

PARCEL NO. **592815006260 and 59281506240** MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: **Urban Commercial (UC)**

PROPOSED ZONING DISTRICT CLASSIFICATION: **Urban Residential (UR-12)**

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: **Currently vacant**

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: **A single 3-story multi-family building consisting of 48 apartment units.**

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? **Please see attached narrative.**

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

- ❑ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.

- ❑ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*

- ❑ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.

- ❑ Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

  Explain: **Please see attached narrative.**

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

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

Please see attached narrative.

4. CERTIFICATE

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

APPLICANT'S SIGNATURE	July 26, 2021 **DATE**

Tyler Sheeran
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

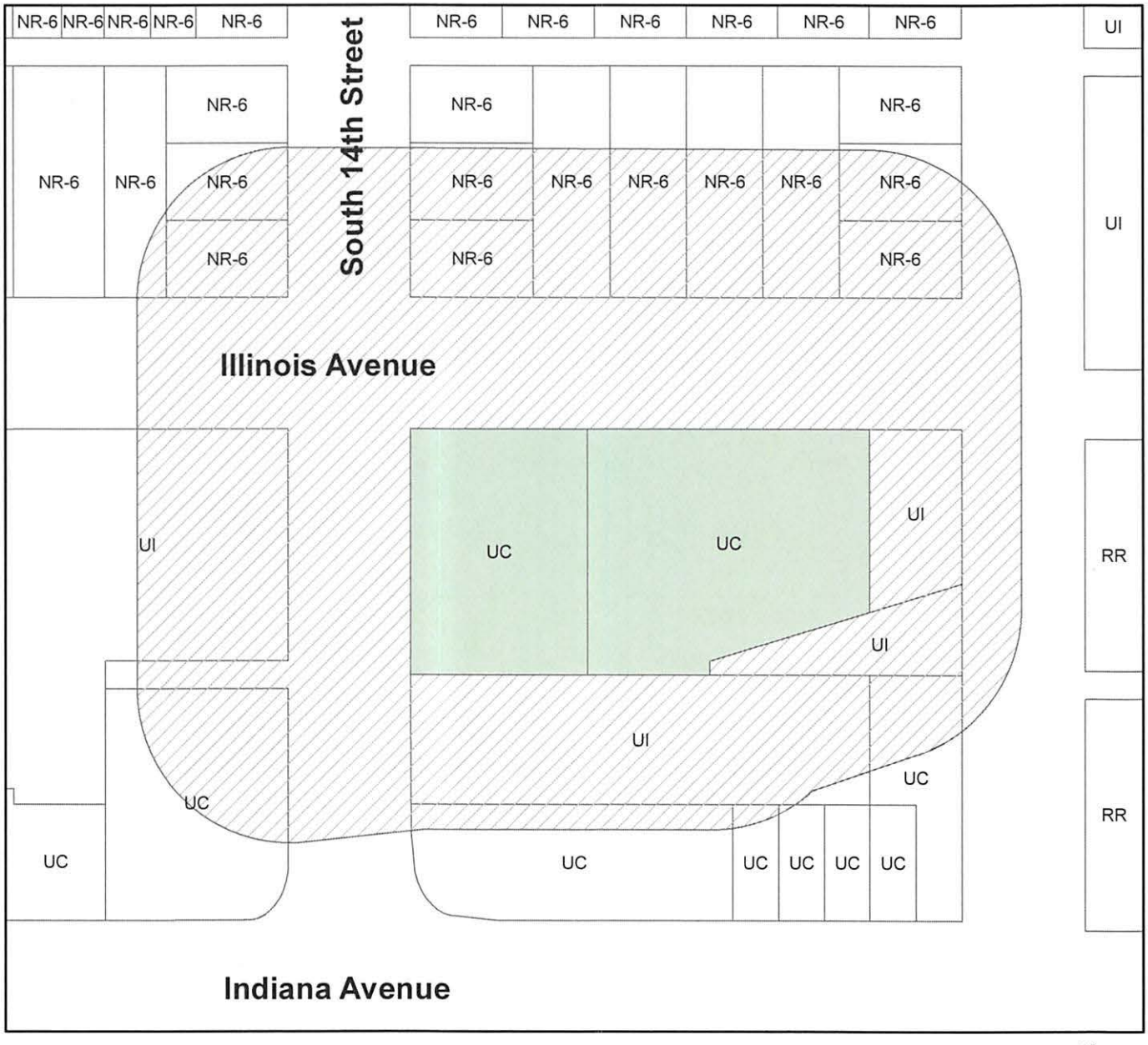
A copy of the current zoning map of the subject property and vicinity showing:

- ❑ The property proposed to be rezoned.
- ❑ All lot dimensions of the subject property.
- ❑ All other lands within 200 feet of the subject property.
- ❑ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- ❑ Graphic scale and north arrow.

PROPOSED REZONE
FROM URBAN COMMERCIAL (UC)
TO URBAN RESIDENTIAL (UR-12)

NE 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT THE WEST 55' OF LOT 5 & ALL OF LOT 6 BLOCK 247 AND
THE NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS
AND
ORIGINAL PLAT LOTS 2, 3, 4 AND THE EAST 5' OF LOT 5 BLOCK 247
EXCLUDING THAT PART OF LOTS 2 & 3 SOLD TO RR AND THE
NORTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS



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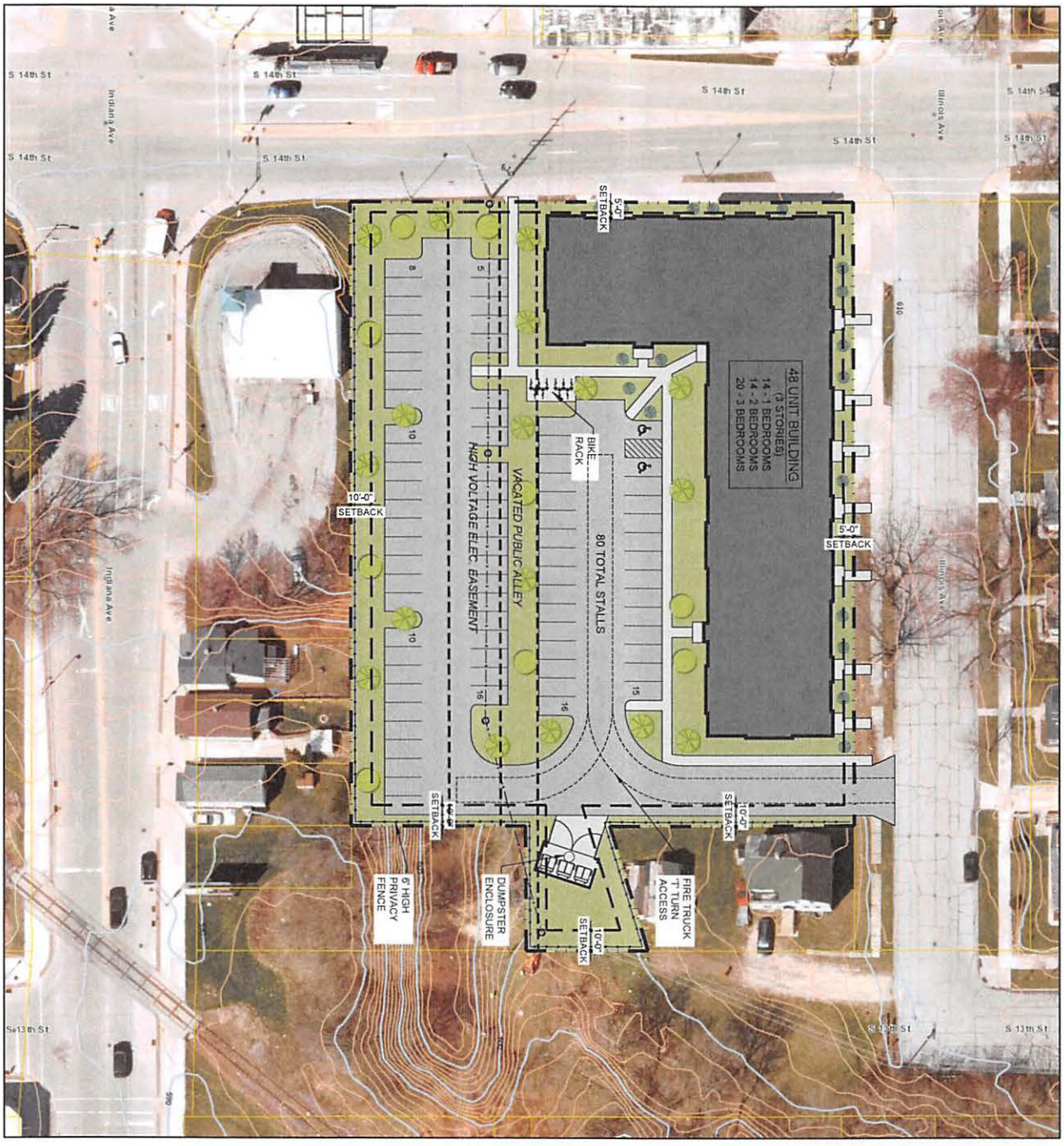
PROPOSED APARTMENTS

14TH ST & ILLINOIS AVE
SHEBOYGAN, WI

THE COMMONWEALTH COMPANIES

M+A DESIGN, INC.



PRELIMINARY SITE PLAN

SCALE: 1" = 20'-0"

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

2021 © M+A DESIGN, INC

PROPOSED APARTMENTS

14TH STREET & ILLINOIS AVENUE
SHEBOYGAN, WI

COMMONWEALTH COMPANIES
24 S. BROOKE STREET
FOND du LAC, WISCONSIN 54935
(920) 922-8170 FAX (920) 922-8171

M+A DESIGN, INC.
24 SOUTH BROOKE STREET
FOND du LAC, WISCONSIN 54937
t.petrie@madesigninc.net (920) 922-8170

PRELIMINARY SHEET DATES:

JOB NUMBER: 2021.34

SHEET: C1.0

Riiser Fuels, LLC
709 S. 20th Ave.
Wausau, WI

July 23, 2021

Sheboygan City Hall
828 Center Ave
Sheboygan, WI 53081

Re: Rezone Application 1003 S. 14th St

To Whom It May Concern,

I, Donald R. Draughon, Jr., President of Riiser Fuels, LLC (seller), authorize Commonwealth Development Corporation of America (buyer) to submit a rezone application for my property located at 1003 South 14th Street, Sheboygan, WI (Parcel #s 59281506260, 59281506240, 59281506350, 59281506230)

If you require any further information, feel free to contact me via email or by telephone at (919) 608-0790.

With appreciation,

Donald R. Draughon, Jr.
President
Riiser Fuels, LLC

CLK322B

City Of Sheboygan
City Clerk's Office

** General Receipt **

Receipt No: 211265
License No: 0000
Date: 07/28/2021
Received By: MMD
Received From: COMMONWEALTH DEVELOPMENT CORP
Memo: REZONE PARCELS 59281506260 AND 15281506240
Method of Payment: $200.00 Check No. 2594
Total Received: $200.00

Fee Description	Fee
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

XI

4.4

R. O. No. 63 - 21 - 22. By CITY PLAN COMMISSION. August 16, 2021.

Your Commission to whom was referred Gen. Ord. No. 17-21-22 by Alderperson Perrella and R. O. No. 55-21-22 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located off of S. 14th Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350 and Parcel #59281506230 from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 10, 2021, and after due consideration, recommends adopting the Ordinance and filing the R. O.

Laydown

CITY PLAN COMMISSION

X

6.4

Gen. Ord. No. 17- 21 - 22. By Alderperson Perrella. August 2, 2021.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located off of S. 14th Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350 and Parcel #59281506230 from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification.

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

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Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Cityplan

Jacob Perrella

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

PROPOSED REZONE
FROM URBAN INDUSTRIAL (UI)
TO URBAN RESIDENTIAL (UR-12)

NE 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT NORTH 1/2 OF LOTS 7,8,9,10 & 11, BLOCK 247 AND THE SOUTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS
AND
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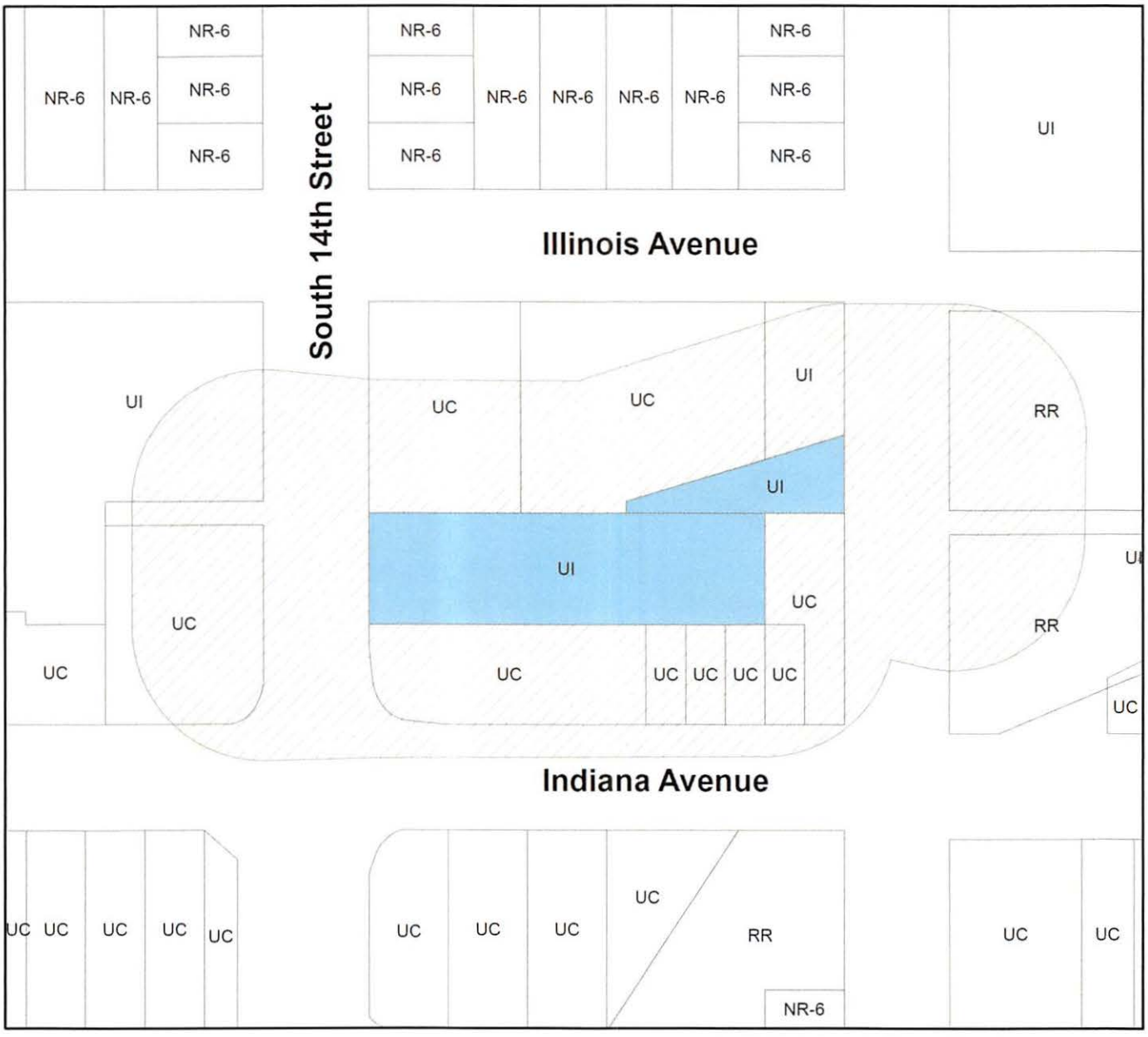

II

3.4

R. O. No. 55 - 21 - 22. By CITY CLERK. August 2, 2021.

Submitting an application from Commonwealth Development for a change in zoning classification of property located off of S. 14th Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350 and Parcel #59281506230 from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification.

CITY CLERK

CityPlan

July 26, 2021

City of Sheboygan
828 Center Avenue
Sheboygan, WI

Re: 1003 14th South Street Proposed Rezone

Dear Mayor Sorenson and Council Members,

Commonwealth is writing this letter to formally request an amendment to the official zoning map for the parcels currently under our control located on the corner of 14th and Illinois (Parcels: 59281506260, 59281506240, 59281506350, 59281506230). We are requesting to rezone the aforementioned parcels to Urban Residential to accommodate the development of 48 units of workforce housing. Given this site's location we believe it presents a great opportunity for a new infill development as it is one of the main entrances to the downtown corridor. The proposed development will provide revitalization to an area of the city that has been stagnant the past several years in a manner that compliments the surrounding single-family houses. We believe our architects have captured this vision through various design elements such as the pitched roof, staggered columns presenting various dimensions, and first floor townhome-style units with individual entrances and door overhangs for the units facing Illinois street. *Please see the attached rendering for further detail.*

The proposed zoning map amendment algins with multiple core City values expressed in Section 15.005, the comprehensive plan, and the recently conducted housing study. For starters, Section 15.005 emphasizes the reduction of street congestion. Evidence across urban municipalities comparable to Sheboygan demonstrate that multi-family buildings get more people out of their cars, and into public transit, while also boosting commuting by bicycle and walking. Denser developments closer to the urban centers place more residents closer to their jobs and cut down commuting distances. On top of that, the proposed development promotes the protection of the public safety for the future tenants by encompassing smart key technology with key-fobs specific for each unit, adequate site lighting, along with 24/7 video surveillance.

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Over time, growth patterns for nearly every municipality shift. This is something Commonwealth has experienced often in our 20 years of development experience. The City of Sheboygan is no different as there continues to be a shortage in the supply of affordable housing which can be supported in the affordable housing market study conducted in April of 2021. The in-depth analysis performed by MSA Professional Services indicated a population decrease over the last decade within the City of Sheboygan by 2%. However, population in the region is projected to grow and employers are anticipating continued hiring. The study suggests that population change is directly tied to change in the number of households and the size of those households, both of which are influenced by availability of desirable units within desired markets. Commonwealth is confident this population decrease is not a reflection of Sheboygan being an undesirable market, rather the lack of desirable units. Our objective with the proposed development would be to bridge this gap by providing top-tier units that are truly desirable to the workforce community in efforts of promoting continued population growth for the City of Sheboygan.

To ensure the proposed development encompasses "desirable-units" beyond construction style, Commonwealth was able to tailor our development by decreasing the overall density to incorporate 20 three-bedroom units as MSA indicated a significant shortage in Three (3) Bedroom rental units. Another priority focus identified in the study is the utilization of infill development, given the City's limited greenspace MSA suggests placing a priority on infill housing proposals across the City's neighborhood enhancement nodes such as the site located on the corner of 14th and Illinois.

The City of Sheboygan has made a superb effort in its continued residential redevelopment efforts. This project will continue to address the need for more desirable workforce housing units in the City as employment opportunities remain robust. For the variety of reasons outlined above, we believe a rezone to "Urban Residential" will achieve the highest and best use for this site and compliment the surrounding residential neighborhood.

If you require any further information, feel free to contact me via email or by telephone at (608) 556-2939.

With appreciation,
Tyler Sheeran

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

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

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

1. APPLICANT INFORMATION

APPLICANT: **Commonwealth Development** PHONE NO.: **(608) 556-2939**
ADDRESS: **7447 University Ave. Middleton, WI 53562**
E-MAIL: **t.sheeran@commonwealthco.net**

OWNER OF SITE: **Donald R. Draughon, Jr.** PHONE NO.: **(919) 608-0790.**

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: **1003 South 14th Street**

LEGAL DESCRIPTION: NE 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST ORIGINAL PLAT NORTH 1/2 OF LOTS 7,8,9,10 & 11, BLOCK 247 AND THE SOUTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS AND ORIGINAL PLAT COMMENCING AT SOUTHEAST CORNER OF LOT 1, BLOCK 247, THENCE NORTH 50', THENCE SOUTHWESTERLY TO A POINT IN SOUTH LINE OF LOT 3, 30' WEST OF SOUTHEAST CORNER OF SAID LOT 3, THENCE EAST TO BEGINNING BLOCK 247 AND THE NORTH 1/2 OF VACATED E-W ALLEY ADJOINING TO SAID LOT

PARCEL NO. **59281506350 and 59281506230** MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: **Urban Industrial (UI)**

PROPOSED ZONING DISTRICT CLASSIFICATION: **Urban Residential (UR-12)**

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: **Currently vacant**

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: **A single 3-story**

multi-family building consisting of 48 apartment units.

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? **Please see attached narrative.**

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

- ❑ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.

- ❑ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*

- ❑ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.

- ❑ Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

Explain: **Please see attached narrative.**

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

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

Please see attached narrative.

4. CERTIFICATE

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

APPLICANT'S SIGNATURE	July 26, 2021 **DATE**

Tyler Sheeran
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

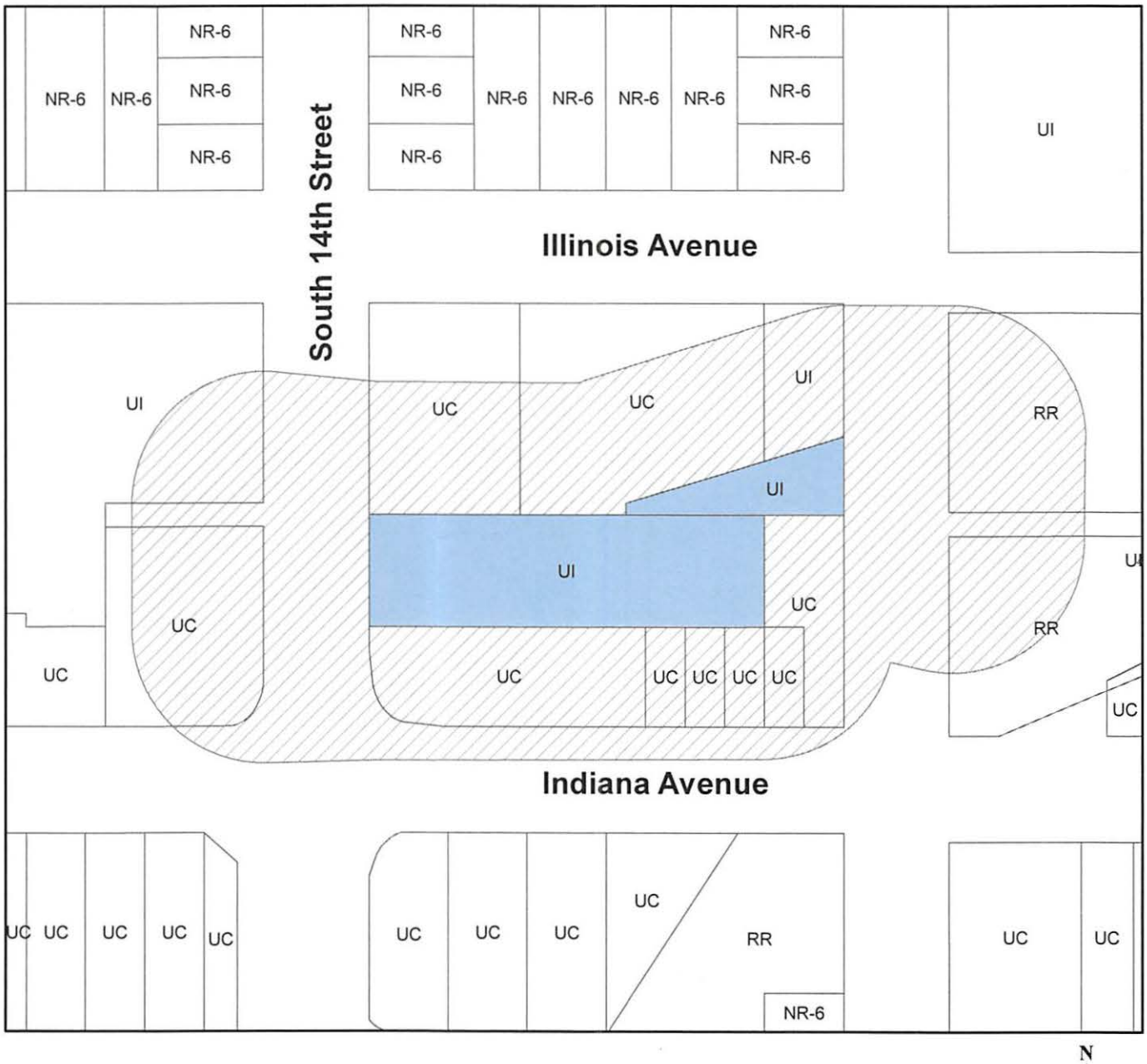
A copy of the current zoning map of the subject property and vicinity showing:

- ❑ The property proposed to be rezoned.
- ❑ All lot dimensions of the subject property.
- ❑ All other lands within 200 feet of the subject property.
- ❑ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- ❑ Graphic scale and north arrow.

PROPOSED REZONE
FROM URBAN INDUSTRIAL (UI)
TO URBAN RESIDENTIAL (UR-12)

NE 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT NORTH 1/2 OF LOTS 7,8,9,10 & 11, BLOCK 247 AND THE SOUTH 1/2 OF VACATED E/W ALLEY ADJOINING TO SAID LOTS
AND
ORIGINAL PLAT COMMENCING AT SOUTHEAST CORNER OF LOT 1, BLOCK 247, THENCE NORTH 50', THENCE SOUTHWESTERLY TO A POINT IN SOUTH LINE OF LOT 3, 30' WEST OF SOUTHEAST CORNER OF SAID LOT 3, THENCE EAST TO BEGINNING BLOCK 247 AND THE NORTH 1/2 OF VACATED E-W ALLEY ADJOINING TO SAID LOT

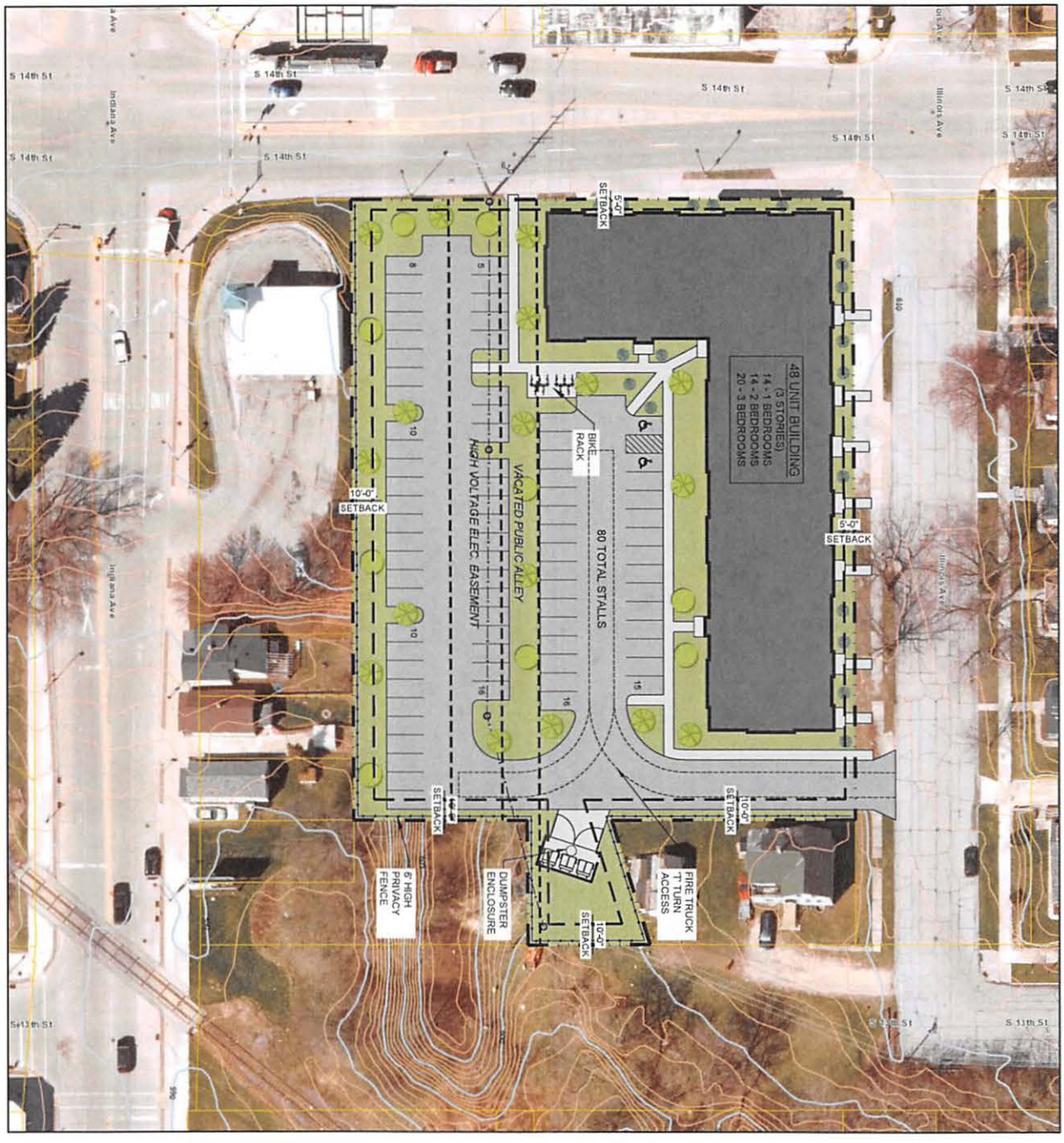


PROPOSED APARTMENTS

14TH ST & ILLINOIS AVE
SHEBOYGAN, WI

THE COMMONWEALTH COMPANIES

M+A DESIGN, INC.



PRELIMINARY SITE PLAN

NORTH
SCALE: 1" = 20'-0"

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

2021 © M+A DESIGN, INC.

JOB NUMBER: 2021.34

SHEET: C1.0

PROPOSED APARTMENTS

14TH STREET & ILLINOIS AVENUE
SHEBOYGAN, WI

COMMONWEALTH COMPANIES
24 S. BROOKE STREET
FOND du LAC, WISCONSIN 54935
(920) 922-8170 FAX: (920) 922-8171

M+A DESIGN, INC.
24 SOUTH BROOKE STREET
FOND du LAC, WISCONSIN 54937
t.petrie@madesigninc.net (920) 922-8170

PRELIMINARY SHEET DATES:

Riiser Fuels, LLC
709 S. 20th Ave.
Wausau, WI

July 23, 2021

Sheboygan City Hall
828 Center Ave
Sheboygan, WI 53081

Re: Rezone Application 1003 S. 14th St

To Whom It May Concern,

I, Donald R. Draughon, Jr., President of Riiser Fuels, LLC (seller), authorize Commonwealth Development Corporation of America (buyer) to submit a rezone application for my property located at 1003 South 14th Street, Sheboygan, WI (Parcel #s 59281506260, 59281506240, 59281506350, 59281506230)

If you require any further information, feel free to contact me via email or by telephone at (919) 608-0790.

With appreciation,

Donald R. Draughon, Jr.
President
Riiser Fuels, LLC

CLK322B

City Of Sheboygan
City Clerk's Office

** General Receipt **

Receipt No: 211266
License No: 0000
Date: 07/28/2021
Received By: MMD
Received From: COMMONWEALTH DEVELOPMENT CORP
Memo: REZONE PARCEL #S 59281506350 AND 59281506230
Method of Payment: $200.00 Check No. 2593
Total Received: $200.00

Fee Description	Fee
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

Other Matters

II

R. O. No. 80 - 21 - 22. By CITY CLERK. September 7, 2021.

Submitting various license applications.

City Clerk

CHANGE OF PREMISE

No.	Name	Address
3056	House Divided	840 Wilson Avenue - for one day event September 25, 2021 to include current premise plus parking lots to the North, West, East and South of business.
1040	Brennan's	1101 Michigan Avenue - for a two day event October 2 and 3, 2021 to include current premise plus West and South parking lot.

JHPS

8567842
Tx:4222760
2124043
SHEBOYGAN COUNTY, WI
RECORDED ON
10/05/2021 03:30 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
EXEMPTION #
Cashier ID: 3
PAGES: 4

TEMPORARY LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1577 04/2016 (replaces lpa1577 10/2011)

THIS EASEMENT, made by **JAMES T. BLUM**, a single person, GRANTOR, conveys a temporary limited easement as described below to the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, GRANTEE, for the sum of **One dollar ($1.00)** and other valuable consideration for the purpose of the improvement of **UNION AVENUE**, in the City of Sheboygan, Sheboygan County, Wisconsin.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None per this document.

This easement shall terminate upon completion of the construction project for which this instrument is given.

This space is reserved for recording data

Return to
City of Sheboygan
City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
Part of 59281431070

LEGAL DESCRIPTION AND MAP ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE EXHIBITS "A" AND "B".

9/15/21
Signature Date

James T. Blum SR
Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

State of Wisconsin)
) ss.
Sheboygan County)
On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Marie M. Stefancin
Print or Type Name, Notary Public, State of Wisconsin

1-8-2022
Date Commission Expires

MARIE M. STEFANCIN NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by:
Michael P. Born, WI PLS S-2984
City of Sheboygan

4

NOTARY
PUBLIC

Accepted By: **CITY OF SHEBOYGAN**

Ryan Sorenson
City of Sheboygan - Mayor

Meredith DeBruin
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this 16th day of September, 2021, the above named Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

MARIE M. STEFANCIN NOTARY PUBLIC STATE OF WISCONSIN

Notary Public

My Commission expires 1-8-2022

Acceptance is authorized by and in accordance with Resolution Number 56-21-22

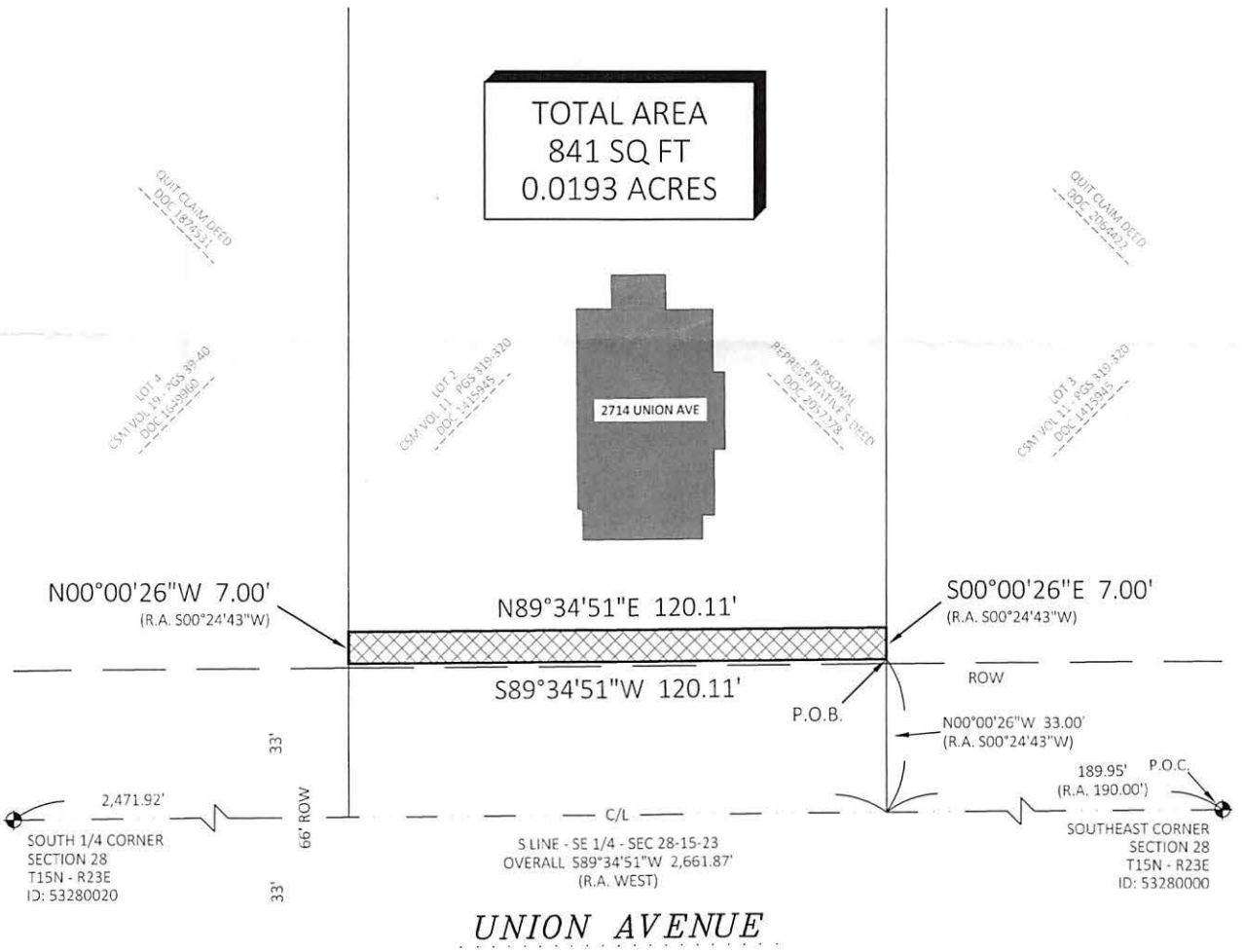
This Instrument Drafted By:
Michael P. Born, WI PLS S-2984
City of Sheboygan

EXHIBIT A
TEMPORARY LIMITED EASEMENT MAP

PART OF LOT 2 OF CERTIFIED SURVEY MAP VOLUME 11, PAGES 319-320,
LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28,
TOWN 15 NORTH - RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

BEARINGS ARE REFERENCED TO
THE SOUTH LINE OF THE
SOUTHEAST 1/4 OF SECTION 28-15-23
RECORDED AS S89°34'51"W (SHEBOYGAN
COUNTY COORDINATES - NAD83 (1991))

GRAPHIC SCALE
0 40 80
(IN FEET)



MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 07/26/2021
MAP REVIEWED BY: TYLER D. HILL, CST DATED: 07/26/2021

CITY OF SHEBOYGAN
PUBLIC WORKS

Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3440
Fax: 920-459-3443

MAP CREATED FOR:
RYAN SAZAMA, CITY ENGINEER
CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081

PARENT PARCEL ID:
PART OF 59281431070

EXHIBIT B
TEMPORARY LIMITED EASEMENT
LEGAL DESCRIPTION

PART OF LOT 2 OF CERTIFIED SURVEY MAP VOLUME 11, PAGES 319-320,
LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28,
TOWN 15 NORTH - RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Part of Lot 2 of a Certified Survey Map, recorded in Volume 11 on Pages 319-320 of Certified Survey Maps as Document 1415945 in the Sheboygan County Register of Deeds Office, located in the Southeast 1/4 of the Southeast 1/4 of Section 28, Town 15 North - Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Southeast corner of said Section 28 and the Southeast corner of said Certified Survey Map, thence South 89°34'51" West along the South lines of said Southeast 1/4, said Certified Survey Map, and the centerline of Union Avenue, a distance of 189.95 feet to the Southeast corner of said Lot 2;
thence North 00°00'26" West, along the East line of said Lot 2, a distance of 34.00 feet to the Point of Beginning for this description;
thence South 89°34'51" West, along a line 1.00 foot North of and parallel to the North Right of Way line of said Union Avenue, as used and accepted, a distance of 120.11 feet to the West line of said Lot 2;
thence North 00°00'26" West, along said West line, a distance of 7.00 feet;
thence North 89°34'51" East, along a line 8.00 feet North of and parallel to said North Right of Way line of Union Avenue, a distance of 120.11 feet to said East line;
thence South 00°00'26" East, along said East line, a distance of 7.00 feet to the Point of Beginning.

The land described above contains 0.0193 acres (841 square feet) of land, more or less.

End of description.

DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS DATE: 07/26/2021
DESCRIPTION REVIEWED BY: TYLER D. HILL, CST DATE: 07/26/2021

CITY OF SHEBOYGAN
PUBLIC WORKS
Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3440
Fax: 920-459-3443

8568044
Tx:4222880
2124160
SHEBOYGAN COUNTY, WI
RECORDED ON
10/07/2021 09:00 AM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
EXEMPTION #
Cashier ID: 3
PAGES: 4

TEMPORARY LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1577 04/2016 (replaces lpa1577 10/2011)

THIS EASEMENT, made by **H. BRUCE MCCLAREN**, GRANTOR, conveys a temporary limited easement as described below to the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, GRANTEE, for the sum of **One dollar ($1.00)** and other valuable consideration for the purpose of the improvement of **UNION AVENUE**, in the City of Sheboygan, Sheboygan County, Wisconsin.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None per this document.

This easement shall terminate upon completion of the construction project for which this instrument is given.

This space is reserved for recording data

Return to
City of Sheboygan
City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
Part of 59281431702

LEGAL DESCRIPTION AND MAP ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE EXHIBITS "A" AND "B".

H Bruce McClaren 9/16/21
Signature Date

H. Bruce McClaren
Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

State of ~~Wisconsin~~ Illinois)
) ss.
DuPage County)

On the above date, this instrument was acknowledged before me by the named person(s).

Mary A Moore
Signature, Notary Public, State of ~~Wisconsin~~ Illinois

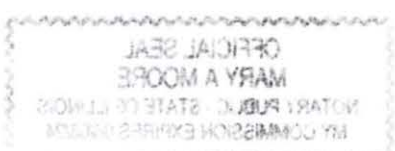
Mary A. Moore
Print or Type Name, Notary Public, State of ~~Wisconsin~~ Illinois

6/8/24
Date Commission Expires

This instrument was drafted by:
Michael P. Born, WI PLS S-2984
City of Sheboygan

OFFICIAL SEAL
MARY A MOORE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/08/24

4


OFFICIAL SEAL
MARY A MOORE

Accepted By: **CITY OF SHEBOYGAN**

Ryan Sorenson
City of Sheboygan - Mayor

Meredith DeBruin
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this 27 day of September, 2021, the above named Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

KATHRYN A. HOFFMAN NOTARY PUBLIC STATE OF WISCONSIN

Kathryn A. Hoffman
Notary Public

My Commission expires 1-27-22

Acceptance is authorized by and in accordance with Resolution Number 56-21-22

This Instrument Drafted By:
Michael P. Born, WI PLS S-2984
City of Sheboygan

EXHIBIT A
TEMPORARY LIMITED EASEMENT MAP

PART OF LOT 2 OF CERTIFIED SURVEY MAP VOLUME 19, PAGES 39-40, LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWN 15 NORTH - RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

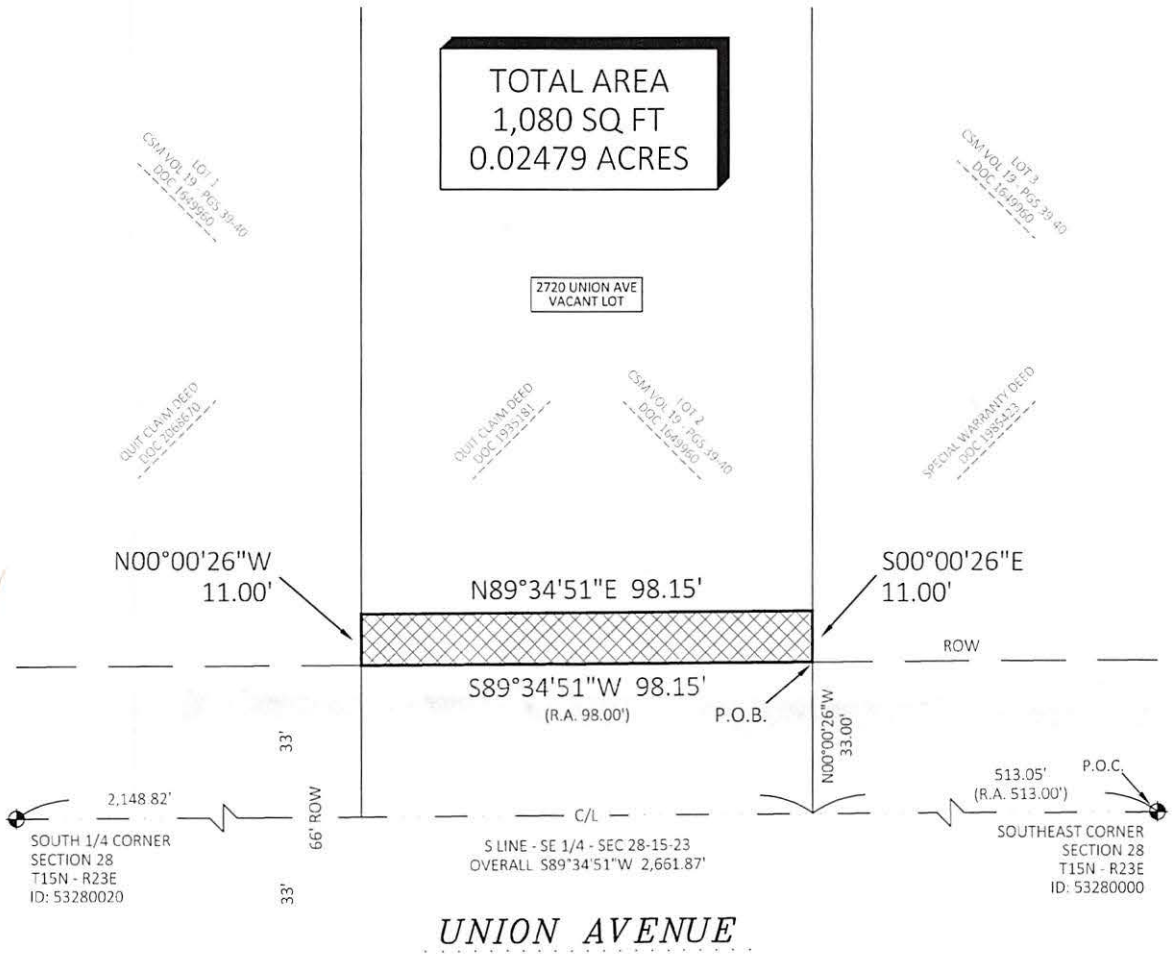
BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 28-15-23 RECORDED AS S89°34'51"W (SHEBOYGAN COUNTY COORDINATES - NAD83 (1991))

N

GRAPHIC SCALE

0 40 80

(IN FEET)



MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 07/26/2021
MAP REVIEWED BY: TYLER D. HILL, CST DATED: 07/26/2021

CITY OF SHEBOYGAN
PUBLIC WORKS

Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3440
Fax: 920-459-3443

MAP CREATED FOR:
RYAN SAZAMA, CITY ENGINEER
CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081

PARENT PARCEL ID:
PART OF 59281431702

EXHIBIT B
TEMPORARY LIMITED EASEMENT
LEGAL DESCRIPTION

PART OF LOT 2 OF CERTIFIED SURVEY MAP VOLUME 19, PAGES 39-40, LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWN 15 NORTH - RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Part of Lot 2 of a Certified Survey Map, recorded in Volume 19 on Pages 39-40 of Certified Survey Maps as Document 1649960 in the Sheboygan County Register of Deeds Office, located in the Southeast 1/4 of the Southeast 1/4 of Section 28, Town 15 North - Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Southeast corner of said Section 28, thence South 89°34'51" West, along the South line of said Southeast 1/4 and the centerline of Union Avenue, a distance of 513.05 feet to the Southeast corner of said Lot 2;
thence North 00°00'26" West, along the East line of said Lot 2, a distance of 33.00 feet to the North right of way line of said Union Avenue, as used and accepted, and the Point of Beginning for this description;
thence South 89°34'51" West, along said North Right of Way line of Union Avenue, a distance of 98.15 feet to the West line of said Lot 2;
thence North 00°00'26" West, along said West line, a distance of 11.00 feet;
thence North 89°34'51" East, along a line 11.00 feet North of and parallel to said North Right of Way line of Union Avenue, a distance of 98.15 feet;
thence South 00°00'26" East a distance of 11.00 feet to said North Right of Way line of Union Avenue and the Point of Beginning.

The land described above contains 0.02479 acres (1,080 square feet) of land, more or less.

End of description.

DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS DATE: 07/26/2021
DESCRIPTION REVIEWED BY: TYLER D. HILL, CST DATE: 07/26/2021

CITY OF SHEBOYGAN
PUBLIC WORKS
Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3440
Fax: 920-459-3443

8567847
Tx:4222760
2124046
SHEBOYGAN COUNTY, WI
RECORDED ON
10/05/2021 03:31 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
EXEMPTION #
Cashier ID: 3
PAGES: 4

TEMPORARY LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1577 04/2016 (replaces lpa1577 10/2011)

THIS EASEMENT, made by **BRIAN D. SCHROEDER**, GRANTOR, conveys a temporary limited easement as described below to the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, GRANTEE, for the sum of **One dollar ($1.00)** and other valuable consideration for the purpose of the improvement of **UNION AVENUE**, in the City of Sheboygan, Sheboygan County, Wisconsin.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None per this document.

This easement shall terminate upon completion of the construction project for which this instrument is given.

This space is reserved for recording data

Return to
City of Sheboygan
City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
Part of 59281431701

LEGAL DESCRIPTION AND MAP ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE EXHIBITS "A" AND "B".

Signature 8-30-21 Date

Brian Schroeder
Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

State of Wisconsin)
) ss.
Sheboygan County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Marie M. Stefancin
Print or Type Name, Notary Public, State of Wisconsin

1-8-2022
Date Commission Expires

MARIE M. STEFANCIN NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by:
Michael P. Born, WI PLS S-2984
City of Sheboygan

4

NOTARY
PUBLIC

Accepted By: **CITY OF SHEBOYGAN**

Ryan Sorenson
City of Sheboygan - Mayor

Meredith DeBruin
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this 31st day of August, 2021, the above named Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

KATHRYN A. HOFFMAN NOTARY PUBLIC STATE OF WISCONSIN

Kathryn A. Hoffman
Notary Public

My Commission expires 1-27-22

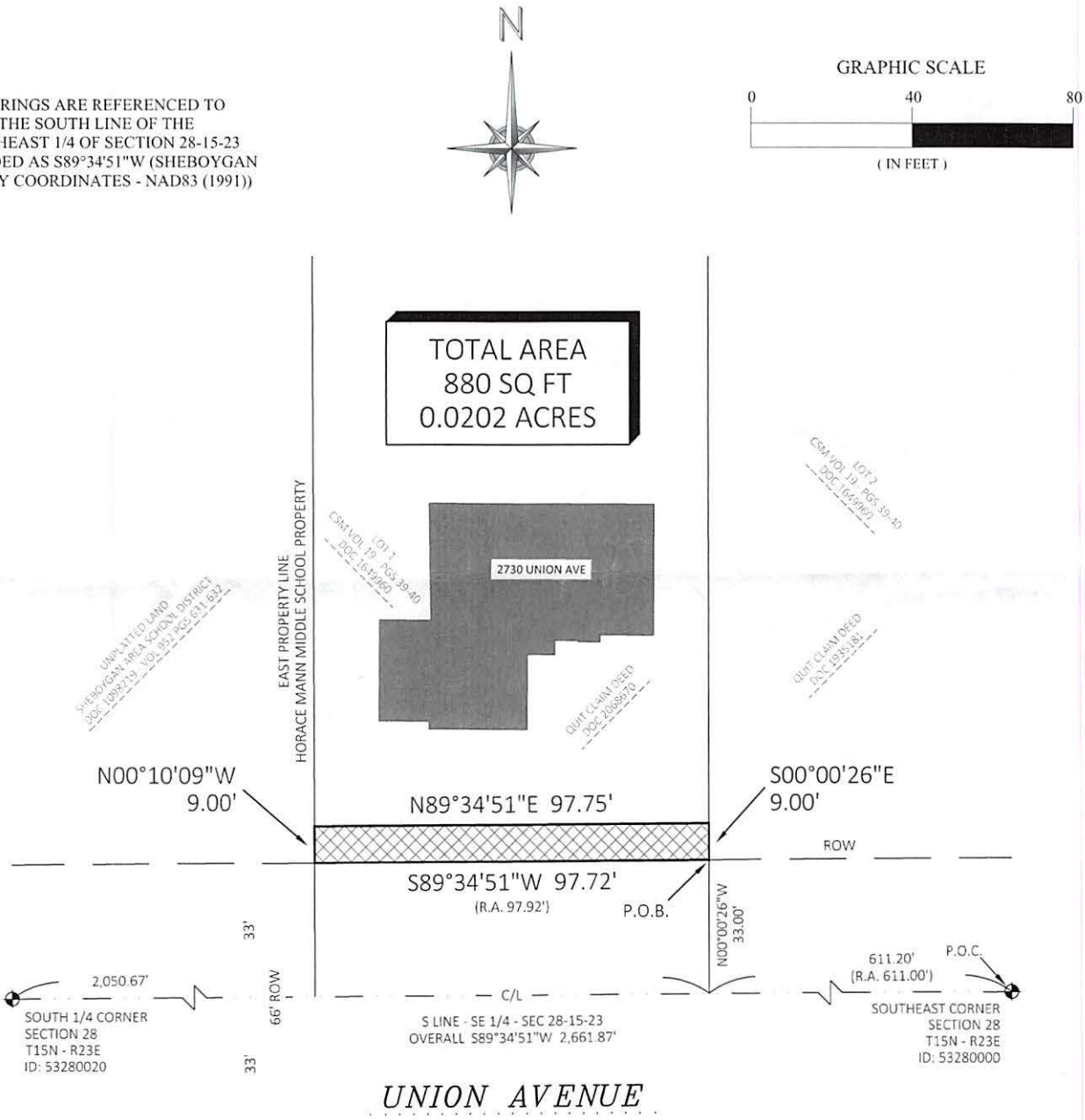
Acceptance is authorized by and in accordance with Resolution Number 56-21-22

This Instrument Drafted By:
Michael P. Born, WI PLS S-2984
City of Sheboygan

EXHIBIT A
TEMPORARY LIMITED EASEMENT MAP

PART OF LOT 1 OF CERTIFIED SURVEY MAP VOLUME 19, PAGES 39-40, LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWN 15 NORTH - RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 28-15-23 RECORDED AS S89°34'51"W (SHEBOYGAN COUNTY COORDINATES - NAD83 (1991))



MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 07/26/2021
MAP REVIEWED BY: TYLER D. HILL, CST DATED: 07/26/2021

CITY OF SHEBOYGAN
PUBLIC WORKS
Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3440
Fax: 920-459-3443

MAP CREATED FOR:
RYAN SAZAMA, CITY ENGINEER
CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081

PARENT PARCEL ID:
PART OF 59281431701

EXHIBIT B
TEMPORARY LIMITED EASEMENT
LEGAL DESCRIPTION

PART OF LOT 1 OF CERTIFIED SURVEY MAP VOLUME 19, PAGES 39-40, LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWN 15 NORTH - RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Part of Lot 1 of a Certified Survey Map, recorded in Volume 19 on Pages 39-40 of Certified Survey Maps as Document 1649960 in the Sheboygan County Register of Deeds Office, located in the Southeast 1/4 of the Southeast 1/4 of Section 28, Town 15 North - Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Southeast corner of said Section 28, thence South 89°34'51" West, along the South line of said Southeast 1/4, a distance of 611.20 feet to the Southeast corner of said Lot 1; thence North 00°00'26" West, along the East line of said Lot 1, a distance of 33.00 feet to the North right of way line of Union Avenue, as used and accepted, and the Point of Beginning for this description;
thence South 89°34'51" West, along said North Right of Way line of Union Avenue, a distance of 97.72 feet to the West line of said Lot 1;
thence North 00°10'09" West, along said West line, a distance of nine (9.00) feet;
thence North 89°34'51" East, along a line nine (9) feet North of and parallel to said North Right of Way line of Union Avenue, a distance of 97.75 feet;
thence South 00°00'26" East a distance of nine (9.00) feet to said North Right of Way line of Union Avenue and the Point of Beginning.

The above described lands contain 0.0202 acres (880 square feet) of land, more or less.

End of description.

DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS DATE: 07/26/2021
DESCRIPTION REVIEWED BY: TYLER D. HILL, CST DATE: 07/26/2021

CITY OF SHEBOYGAN
PUBLIC WORKS
Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3440
Fax: 920-459-3443

8567846
Tx:4222760
2124045
SHEBOYGAN COUNTY, WI
RECORDED ON
10/05/2021 03:31 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
EXEMPTION #
Cashier ID: 3
PAGES: 4

TEMPORARY LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1577 04/2016 (replaces lpa1577 10/2011)

THIS EASEMENT, made by **LARRY HANSEN and SHARON A. BROWN**, husband and wife, GRANTOR, conveys a temporary limited easement as described below to the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, GRANTEE, for the sum of **One dollar ($1.00)** and other valuable consideration for the purpose of the improvement of **UNION AVENUE**, in the City of Sheboygan, Sheboygan County, Wisconsin.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None per this document.

This easement shall terminate upon completion of the construction project for which this instrument is given.

This space is reserved for recording data

Return to
City of Sheboygan
City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
Part of 59281431704

LEGAL DESCRIPTION AND MAP ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE EXHIBITS "A" AND "B".

Larry M. Hansen 8/23/21
Signature Date

Larry M. Hansen
Print Name and Title

Sharon A Brown 8/23/21
Signature Date

Sharon A. Brown
Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

State of Wisconsin)
) ss.
Sheboygan County)

On the above date, this instrument was acknowledged before me by the named person(s).

Melissa Clevenger
Signature, Notary Public, State of Wisconsin

Melissa Clevenger
Print or Type Name, Notary Public, State of Wisconsin

8/1/2025
Date Commission Expires

MELISSA CLEVENGER NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by:
Michael P. Born, WI PLS S-2984
City of Sheboygan

4

Accepted By: **CITY OF SHEBOYGAN**

Ryan Sorenson
City of Sheboygan - Mayor

Meredith DeBruin
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this 30th day of August, 2021, the above named Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

MELISSA CLEVENGER NOTARY PUBLIC STATE OF WISCONSIN

Melissa Clevenger
Notary Public

My Commission expires 8/1/25

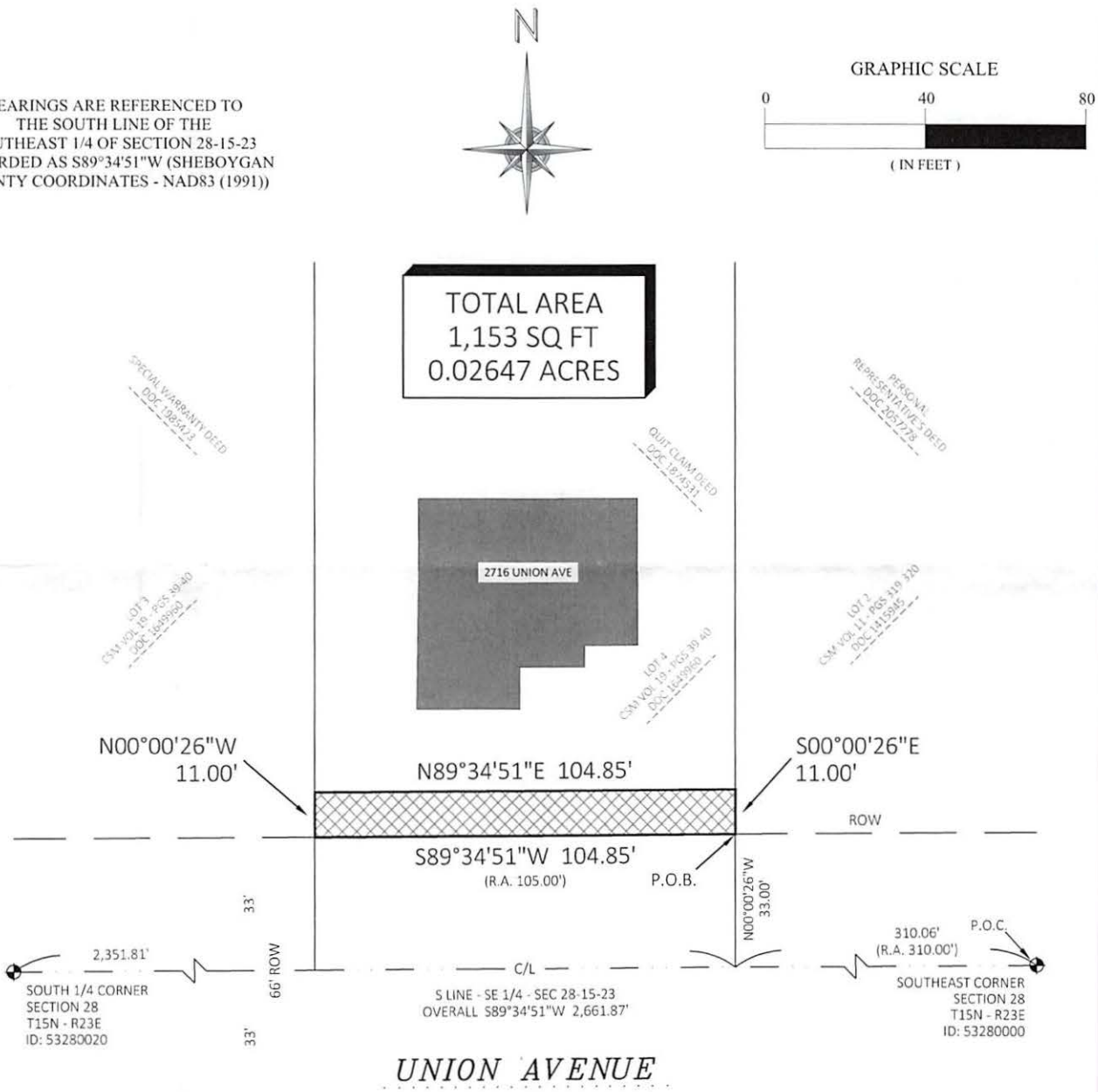
Acceptance is authorized by and in accordance with Resolution Number 56-21-22

This Instrument Drafted By:
Michael P. Born, WI PLS S-2984
City of Sheboygan

EXHIBIT A
TEMPORARY LIMITED EASEMENT MAP

PART OF LOT 4 OF CERTIFIED SURVEY MAP VOLUME 19, PAGES 39-40, LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWN 15 NORTH - RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 28-15-23 RECORDED AS S89°34'51"W (SHEBOYGAN COUNTY COORDINATES - NAD83 (1991))



MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 07/26/2021
MAP REVIEWED BY: TYLER D. HILL, CST DATED: 07/26/2021

CITY OF SHEBOYGAN
PUBLIC WORKS
Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3440
Fax: 920-459-3443

MAP CREATED FOR:
RYAN SAZAMA, CITY ENGINEER
CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081

PARENT PARCEL ID:
PART OF 59281431704

EXHIBIT B
TEMPORARY LIMITED EASEMENT
LEGAL DESCRIPTION

PART OF LOT 4 OF CERTIFIED SURVEY MAP VOLUME 19, PAGES 39-40, LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWN 15 NORTH - RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Part of Lot 4 of a Certified Survey Map, recorded in Volume 19 on Pages 39-40 of Certified Survey Maps as Document 1649960 in the Sheboygan County Register of Deeds Office, located in the Southeast 1/4 of the Southeast 1/4 of Section 28, Town 15 North - Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Southeast corner of said Section 28, thence South 89°34'51" West, along the South line of said Southeast 1/4 and the centerline of Union Avenue, a distance of 310.06 feet to the Southeast corners of said Lot 4 and said Certified Survey Map;
thence North 00°00'26" West, along the East line of said Lot 4, a distance of 33.00 feet to the North right of way line of said Union Avenue, as used and accepted, and the Point of Beginning for this description;
thence South 89°34'51" West, along said North Right of Way line of Union Avenue, a distance of 104.85 feet to the West line of said Lot 4;
thence North 00°00'26" West, along said West line, a distance of 11.00 feet;
thence North 89°34'51" East, along a line 11.00 feet North of and parallel to said North Right of Way line of Union Avenue, a distance of 104.85 feet;
thence South 00°00'26" East a distance of 11.00 feet to said North Right of Way line of Union Avenue and the Point of Beginning.

The land described above contains 0.02647 acres (1,153 square feet) of land, more or less.

End of description.

DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS DATE: 07/26/2021
DESCRIPTION REVIEWED BY: TYLER D. HILL, CST DATE: 07/26/2021

CITY OF SHEBOYGAN
PUBLIC WORKS
Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3440
Fax: 920-459-3443

8567843
Tx:4222760
2124044
SHEBOYGAN COUNTY, WI
RECORDED ON
10/05/2021 03:30 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
EXEMPTION #
Cashier ID: 3
PAGES: 4

PERMANENT LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1552 04/2016 (replaces lpa1552 08/2011) Ch. 84 Wis. Stats.

THIS EASEMENT, made by **JAMES T. BLUM**, a single person, GRANTOR, conveys a permanent limited easement as described below to the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, GRANTEE, for the sum of **One dollar ($1.00)** and other valuable consideration for the purpose of the improvement of **SIDEWALK ALONG THE NORTHSIDE OF UNION AVENUE**, in the City of Sheboygan, Sheboygan County, Wisconsin.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None per this document.

This space is reserved for recording data

Return to
City of Sheboygan
City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
Part of 59281431070

MAP AND LEGAL DESCRIPTION ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE EXHIBITS "A" AND "B".

Signature 9/15/21 Date

James T. Blum SR
Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

State of Wisconsin)
) ss.
Sheboygan County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Marie M. Stefancin
Print or Type Name, Notary Public, State of Wisconsin

1-8-2022
Date Commission Expires

MARIE M. STEFANCIN NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by:
Michael P. Born, WI PLS S-2984
City of Sheboygan

4

NOTARY
PUBLIC

Accepted By: **CITY OF SHEBOYGAN**

Ryan Sorenson
City of Sheboygan - Mayor

Meredith DeBruin
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this 14th day of September, 2021, the above named Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

MARIE M. STEFANCIN NOTARY PUBLIC STATE OF WISCONSIN

Notary Public

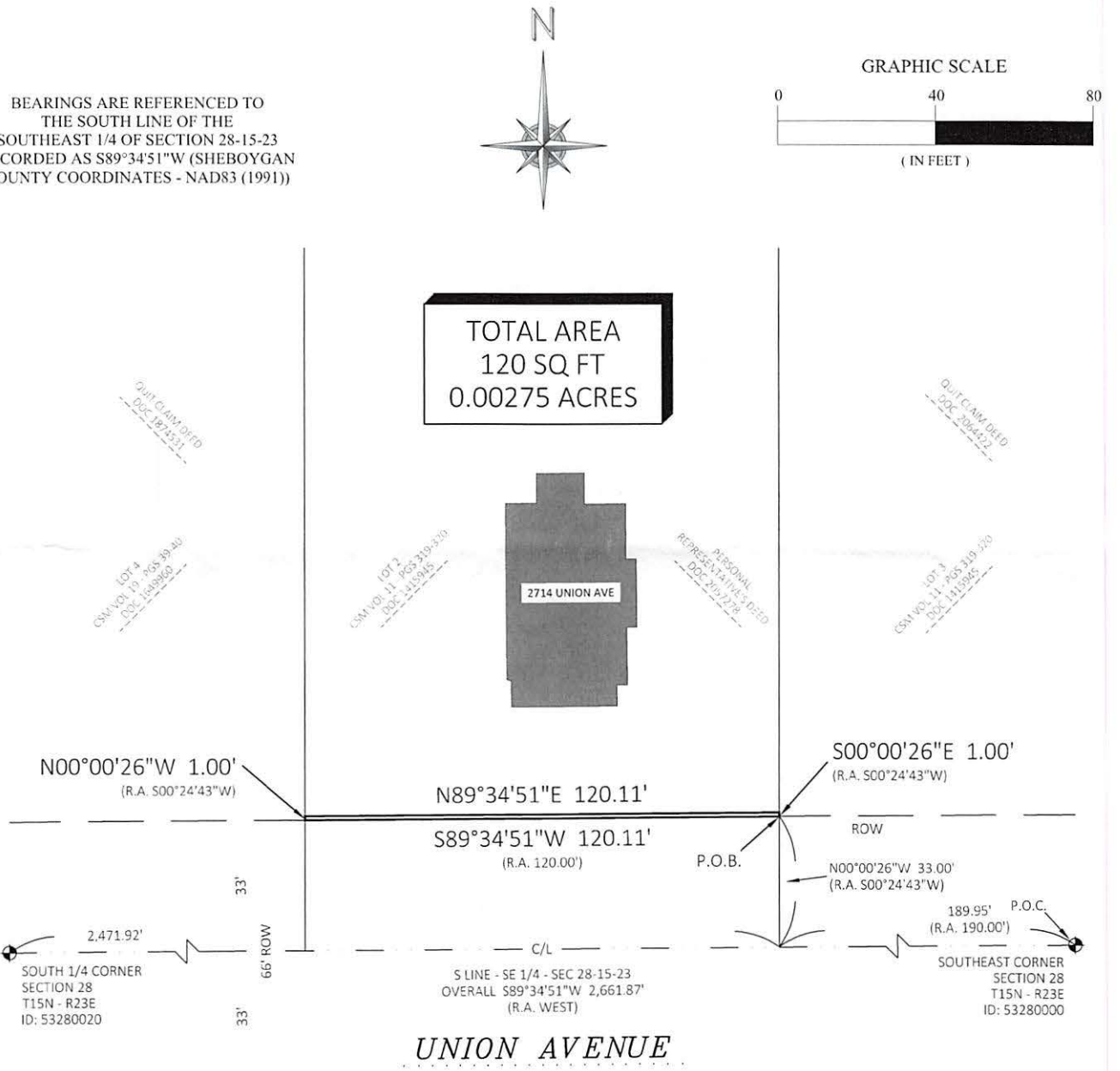
My Commission expires 1-8-2022

Acceptance is authorized by and in accordance with Resolution Number 56-21-22

This Instrument Drafted By:
Michael P. Born, WI PLS S-2984
City of Sheboygan

EXHIBIT A
PERMANENT LIMITED EASEMENT MAP

PART OF LOT 2 OF CERTIFIED SURVEY MAP VOLUME 11, PAGES 319-320,
LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28,
TOWN 15 NORTH - RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 07/26/2021
MAP REVIEWED BY: TYLER D. HILL, CST DATED: 07/26/2021

CITY OF SHEBOYGAN
PUBLIC WORKS
Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3440
Fax: 920-459-3443

MAP CREATED FOR:
RYAN SAZAMA, CITY ENGINEER
CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081

PARENT PARCEL ID:
PART OF 59281431070

EXHIBIT B
PERMANENT LIMITED EASEMENT
LEGAL DESCRIPTION

PART OF LOT 2 OF CERTIFIED SURVEY MAP VOLUME 11, PAGES 319-320,
LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28,
TOWN 15 NORTH - RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Part of Lot 2 of a Certified Survey Map, recorded in Volume 11 on Pages 319-320 of Certified Survey Maps as Document 1415945 in the Sheboygan County Register of Deeds Office, located in the Southeast 1/4 of the Southeast 1/4 of Section 28, Town 15 North - Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Southeast corner of said Section 28 and the Southeast corner of said Certified Survey Map, thence South 89°34'51" West along the South lines of said Southeast 1/4, said Certified Survey Map, and the centerline of Union Avenue, a distance of 189.95 feet to the Southeast corner of said Lot 2;
thence North 00°00'26" West, along the East line of said Lot 2, a distance of 33.00 feet to the North right of way line of said Union Avenue, as used and accepted, and the Point of Beginning for this description;
thence South 89°34'51" West, along said North Right of Way line of Union Avenue, a distance of 120.11 feet to the West line of said Lot 2;
thence North 00°00'26" West, along said West line, a distance of 1.00 foot;
thence North 89°34'51" East, along a line 1.00 foot North of and parallel to said North Right of Way line of Union Avenue, a distance of 120.11 feet to said East line;
thence South 00°00'26" East, along said East line, a distance of 1.00 foot to said North Right of Way line of Union Avenue and the Point of Beginning.

The land described above contains 0.00275 acres (120 square feet) of land, more or less.

End of description.

DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS DATE: 07/26/2021
DESCRIPTION REVIEWED BY: TYLER D. HILL, CST DATE: 07/26/2021

CITY OF SHEBOYGAN
PUBLIC WORKS
Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3440
Fax: 920-459-3443

III

Other Matters

Res. No. 56 - 21 - 22. By Alderpersons Dekker and Perrella.
September 7, 2021.

A RESOLUTION authorizing the appropriate City officials to accept the necessary permanent and temporary easements for the City to construct a sidewalk on the northside of Union Avenue.

RESOLVED: That the Mayor and City Clerk are authorized and directed to accept the attached Permanent Limited Easements from the Sheboygan Area School District and James Blum, once properly executed, for the City to construct a sidewalk on the northside of Union Avenue.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are authorized to accept any Temporary Limited Easements necessary for the City to construct a sidewalk on the northside of Union Avenue.

PW

_____

_____

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

PERMANENT LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1552 04/2016 (replaces lpa1552 08/2011) Ch. 84 Wis. Stats.

THIS EASEMENT, made by **THE SHEBOYGAN AREA SCHOOL DISTRICT,** GRANTOR, conveys a permanent limited easement as described below to the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, GRANTEE, for the sum of **One dollar ($1.00)** and other valuable consideration for the purpose of the improvement of **SIDEWALK ALONG THE NORTHSIDE OF UNION AVENUE**, in the City of Sheboygan, Sheboygan County, Wisconsin.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None per this document.

This space is reserved for recording data

Return to
City of Sheboygan
City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
Part of 59281431060

MAP AND LEGAL DESCRIPTION ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE EXHIBITS "A.1", "A.2", AND "B".

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Date

State of Wisconsin)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print or Type Name, Notary Public, State of Wisconsin

Date Commission Expires

This instrument was drafted by:
Michael P. Born, WI PLS S-2984
City of Sheboygan

Accepted By: **CITY OF SHEBOYGAN**

_____	_____
Ryan Sorenson	Meredith DeBruin
City of Sheboygan - Mayor	City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2021, the above named Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public

My Commission expires _____

Acceptance is authorized by and in accordance with Resolution Number _____

This Instrument Drafted By:
Michael P. Born, WI PLS S-2984
City of Sheboygan

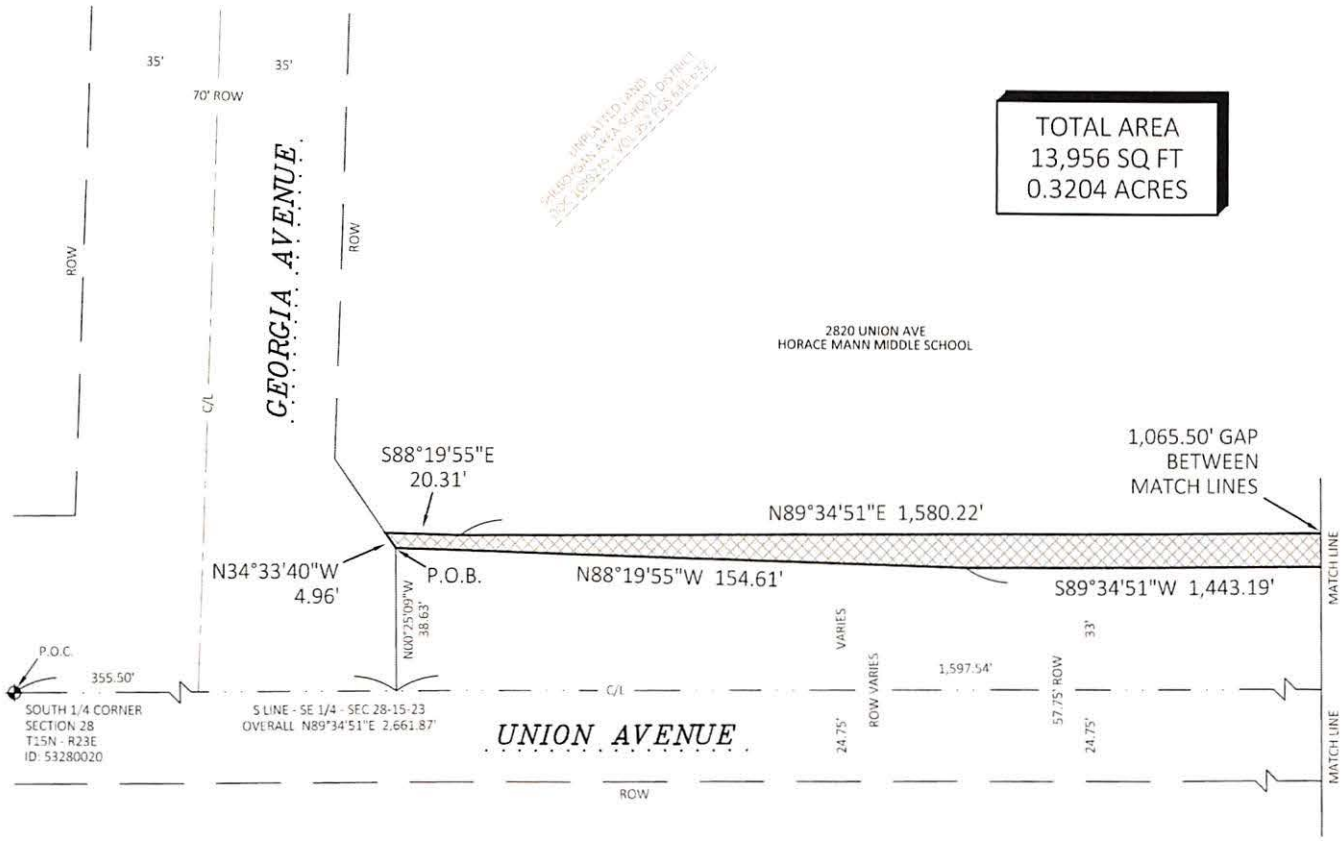
EXHIBIT A.1
PERMANENT LIMITED EASEMENT MAP

UNPLATTED LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWN 15 NORTH - RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 28-15-23 RECORDED AS N89°34'51"E (SHEBOYGAN COUNTY COORDINATES - NAD83 (1991))

N

GRAPHIC SCALE
0 50 100
(IN FEET)



MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 07/22/2021
MAP REVIEWED BY: TYLER D. HILL, CST DATED: 07/22/2021

CITY OF SHEBOYGAN
PUBLIC WORKS
Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3440
Fax: 920-459-3443

MAP CREATED FOR:
RYAN SAZAMA, CITY ENGINEER
CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081

PARENT PARCEL ID:
PART OF 59281431060

EXHIBIT A.2
PERMANENT LIMITED EASEMENT MAP

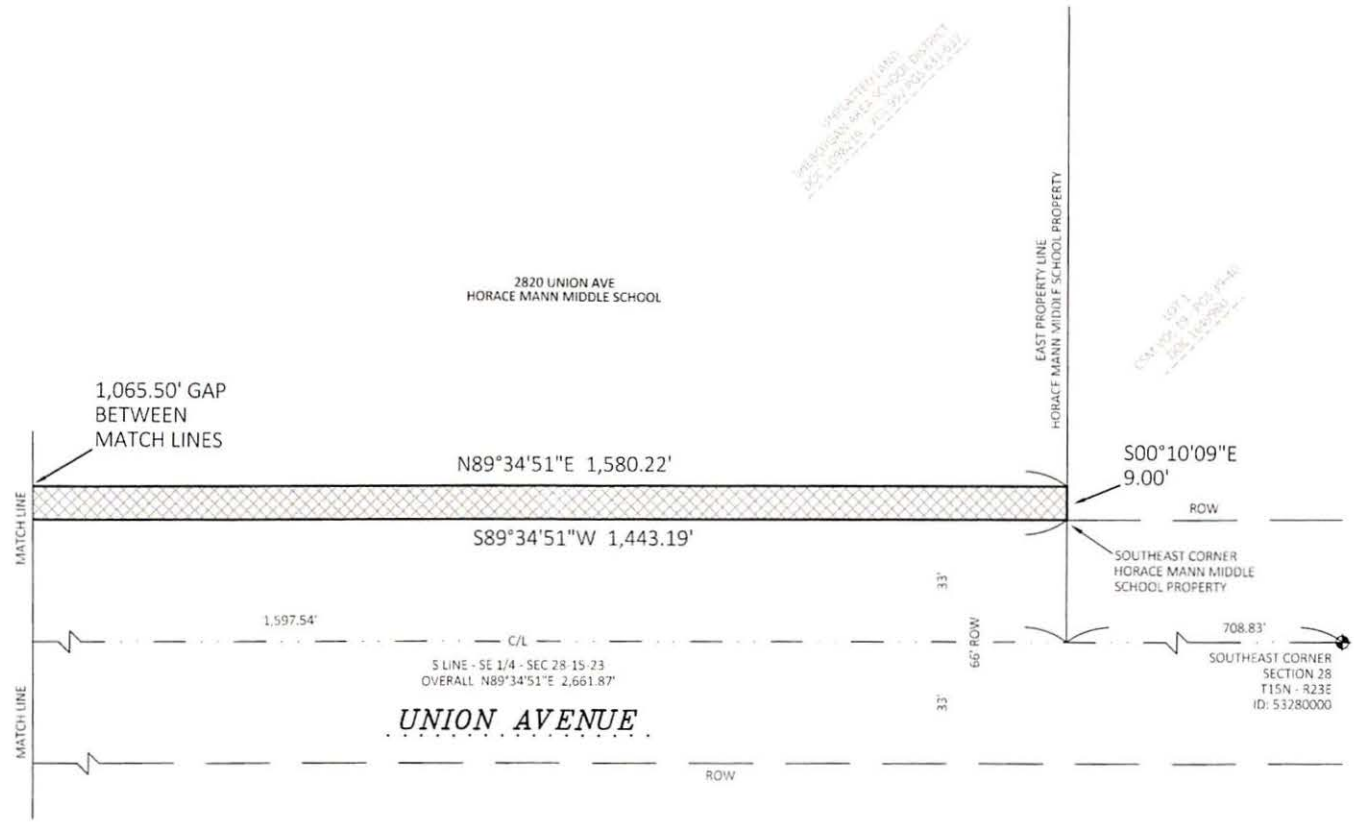
UNPLATTED LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWN 15 NORTH - RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 28-15-23 RECORDED AS N89°34'51"E (SHEBOYGAN COUNTY COORDINATES - NAD83 (1991))

GRAPHIC SCALE

0 50 100

(IN FEET)



MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 07/22/2021
MAP REVIEWED BY: TYLER D. HILL, CST DATED: 07/22/2021

CITY OF SHEBOYGAN
PUBLIC WORKS
Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3440
Fax: 920-459-3443

MAP CREATED FOR:
RYAN SAZAMA, CITY ENGINEER
CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081

PARENT PARCEL ID:
PART OF 59281431060

EXHIBIT B
PERMANENT LIMITED EASEMENT
LEGAL DESCRIPTION

UNPLATTED LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWN 15 NORTH - RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Unplatted land located in the Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 28, Town 15 North - Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the South 1/4 corner of said Section 28, thence North 89°34'51" East, along the South line of said Southeast 1/4 and the centerline of Union Avenue, a distance of 355.50 feet;
thence North 00°25'09" West a distance of 38.63 feet to the Point of Beginning for this description;
thence North 34°33'40" West a distance of 4.96 feet;
thence South 88°19'55" East a distance of 20.31 feet;
thence North 89°34'51" East, along a line 9.00 feet North of and parallel to the North Right of Way line of Union Avenue, as used and accepted, a distance of 1,580.22 feet to the East line of land owned by the Sheboygan Area School District;
thence South 00°10'09" East, along said East line, a distance of 9.00 feet to said North Right of Way line of Union Avenue;
thence South 89°34'51" West, along said North Right of Way line of Union Avenue, a distance of 1,443.19 feet;
thence North 88°19'55" West a distance of 154.61 feet to the Point of Beginning.

The land described above contains 0.3204 acres (13,956 square feet) of land, more or less.

End of description.

DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS DATE: 07/22/2021
DESCRIPTION REVIEWED BY: TYLER D. HILL, CST DATE: 07/22/2021

CITY OF SHEBOYGAN
PUBLIC WORKS
Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3440
Fax: 920-459-3443

PERMANENT LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1552 04/2016 (replaces lpa1552 08/2011) Ch. 84 Wis. Stats.

THIS EASEMENT, made by **JAMES T. BLUM**, a single person, GRANTOR, conveys a permanent limited easement as described below to the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, GRANTEE, for the sum of **One dollar ($1.00)** and other valuable consideration for the purpose of the improvement of **SIDEWALK ALONG THE NORTHSIDE OF UNION AVENUE**, in the City of Sheboygan, Sheboygan County, Wisconsin.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None per this document.

This space is reserved for recording data

Return to
City of Sheboygan
City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
Part of 59281431070

MAP AND LEGAL DESCRIPTION ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE EXHIBITS "A" AND "B".

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Date

State of Wisconsin)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print or Type Name, Notary Public, State of Wisconsin

Date Commission Expires

This instrument was drafted by:
Michael P. Born, WI PLS S-2984
City of Sheboygan

Accepted By: **CITY OF SHEBOYGAN**

_____
Ryan Sorenson
City of Sheboygan - Mayor

_____
Meredith DeBruin
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2021, the above named Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public

My Commission expires _____

Acceptance is authorized by and in accordance with Resolution Number _____

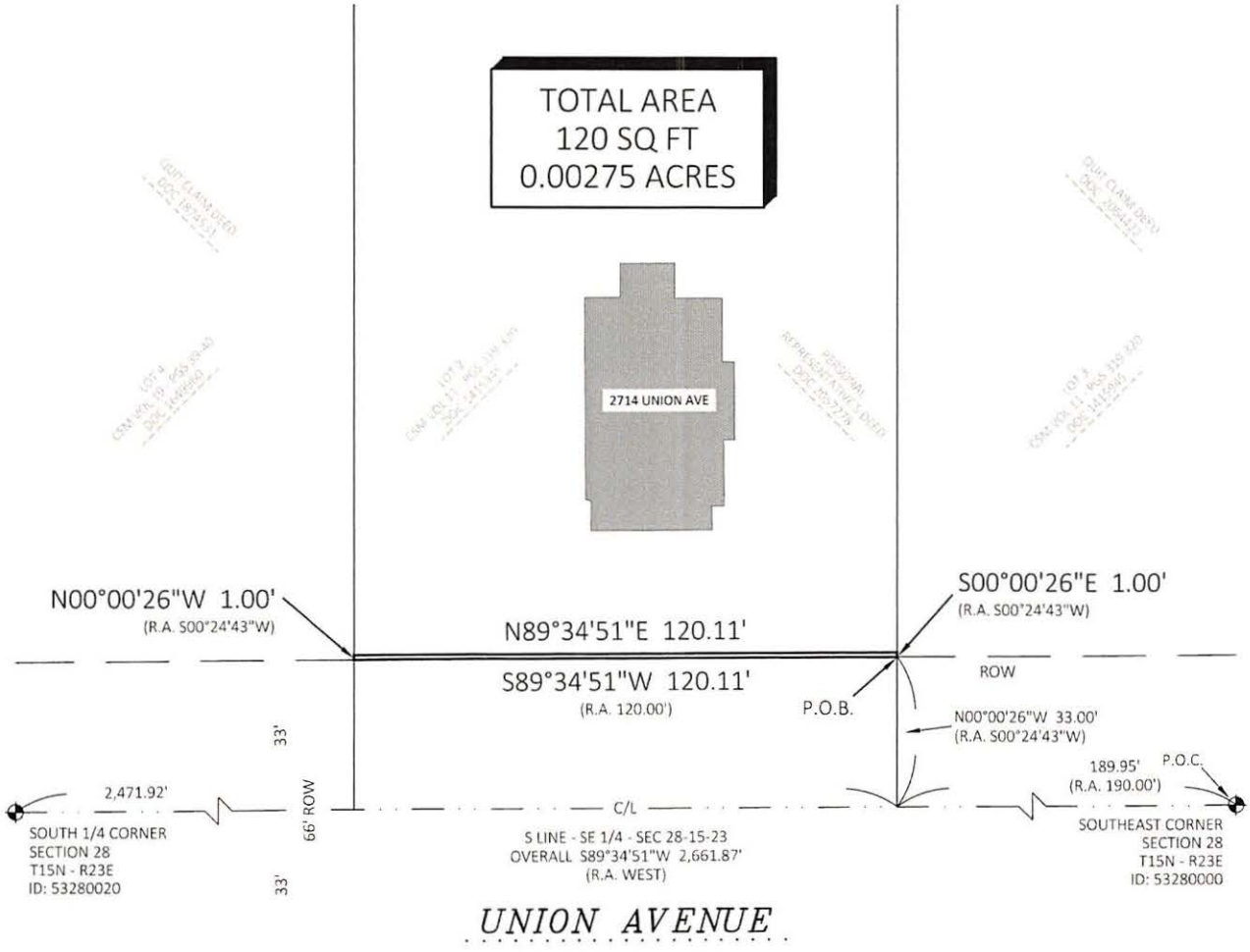
This Instrument Drafted By:
Michael P. Born, WI PLS S-2984
City of Sheboygan

EXHIBIT A
PERMANENT LIMITED EASEMENT MAP

PART OF LOT 2 OF CERTIFIED SURVEY MAP VOLUME 11, PAGES 319-320,
LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28,
TOWN 15 NORTH - RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

BEARINGS ARE REFERENCED TO
THE SOUTH LINE OF THE
SOUTHEAST 1/4 OF SECTION 28-15-23
RECORDED AS S89°34'51"W (SHEBOYGAN
COUNTY COORDINATES - NAD83 (1991))

GRAPHIC SCALE
0 40 80
(IN FEET)



MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 07/26/2021
MAP REVIEWED BY: TYLER D. HILL, CST DATED: 07/26/2021

CITY OF SHEBOYGAN
PUBLIC WORKS
Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3440
Fax: 920-459-3443

MAP CREATED FOR:
RYAN SAZAMA, CITY ENGINEER
CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081

PARENT PARCEL ID:
PART OF 59281431070

EXHIBIT B
PERMANENT LIMITED EASEMENT
LEGAL DESCRIPTION

PART OF LOT 2 OF CERTIFIED SURVEY MAP VOLUME 11, PAGES 319-320,
LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28,
TOWN 15 NORTH - RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Part of Lot 2 of a Certified Survey Map, recorded in Volume 11 on Pages 319-320 of Certified Survey Maps as Document 1415945 in the Sheboygan County Register of Deeds Office, located in the Southeast 1/4 of the Southeast 1/4 of Section 28, Town 15 North - Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Southeast corner of said Section 28 and the Southeast corner of said Certified Survey Map, thence South 89°34'51" West along the South lines of said Southeast 1/4, said Certified Survey Map, and the centerline of Union Avenue, a distance of 189.95 feet to the Southeast corner of said Lot 2;
thence North 00°00'26" West, along the East line of said Lot 2, a distance of 33.00 feet to the North right of way line of said Union Avenue, as used and accepted, and the Point of Beginning for this description;
thence South 89°34'51" West, along said North Right of Way line of Union Avenue, a distance of 120.11 feet to the West line of said Lot 2;
thence North 00°00'26" West, along said West line, a distance of 1.00 foot;
thence North 89°34'51" East, along a line 1.00 foot North of and parallel to said North Right of Way line of Union Avenue, a distance of 120.11 feet to said East line;
thence South 00°00'26" East, along said East line, a distance of 1.00 foot to said North Right of Way line of Union Avenue and the Point of Beginning.

The land described above contains 0.00275 acres (120 square feet) of land, more or less.

End of description.

DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS DATE: 07/26/2021
DESCRIPTION REVIEWED BY: TYLER D. HILL, CST DATE: 07/26/2021

CITY OF SHEBOYGAN
PUBLIC WORKS
Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3440
Fax: 920-459-3443