

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Notice of Claim No. 17-21 from Anthony Berry for alleged damage to his vehicle

REPORT PREPARED BY: Jessica Huss, Deputy Finance Director

REPORT DATE: November 18, 2021

MEETING DATE: November 22, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin: N/A
Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Notice of Claim No. 17-21 from Anthony Berry for alleged damage to his vehicle due to a pothole at the entrance to Memorial Plaza, off of Wilgus Road.

STAFF COMMENTS:

City staff has reviewed the above notice of claim and determined the pothole in question is not located on City property. Under authorization granted by the Common Council in Resolution No. 64-17-18, City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department, has requested that the claim be filed.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file Claim No. 17-21

ATTACHMENTS:

- I. Claim No. 17-21
- II. R.C. No. 104 – 21 - 22

II

3.1

R. O. No. 104 - 21 - 22. By CITY CLERK. November 15, 2021.

Submitting a claim from Anthony Berry for alleged damages to his vehicle when he hit a pothole off of Wilgus Road.

FP

CITY CLERK

DATE RECEIVED 11-5-2021

RECEIVED BY MCC

NOV 05 2021

CLAIM NO. 17-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Anthony Berry
2. Home address of Claimant: 2517 N Taylor Drive Sheboygan
3. Home phone number: 920 254-7874
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) Oct 11, 2021 @ 2:40 pm

6. Where did damage or injury occur? (give full description) at entrance to Memorial plaza off Wilgus Road

7. How did damage or injury occur? (give full description) Did not see X-Large Pothole due to vehicle in front of me and tires fell into cavity (see pics)

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: _____

(b) Claimant's statement of basis for such liability: _____

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

I went into entrance lane and vehicle sunk into large pothole and tire exploded

11. Name and address of any other person injured: N/A

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

Auto: \$ 106.14

Property: \$

Personal injury: \$

Other: (Specify below) \$

TOTAL \$

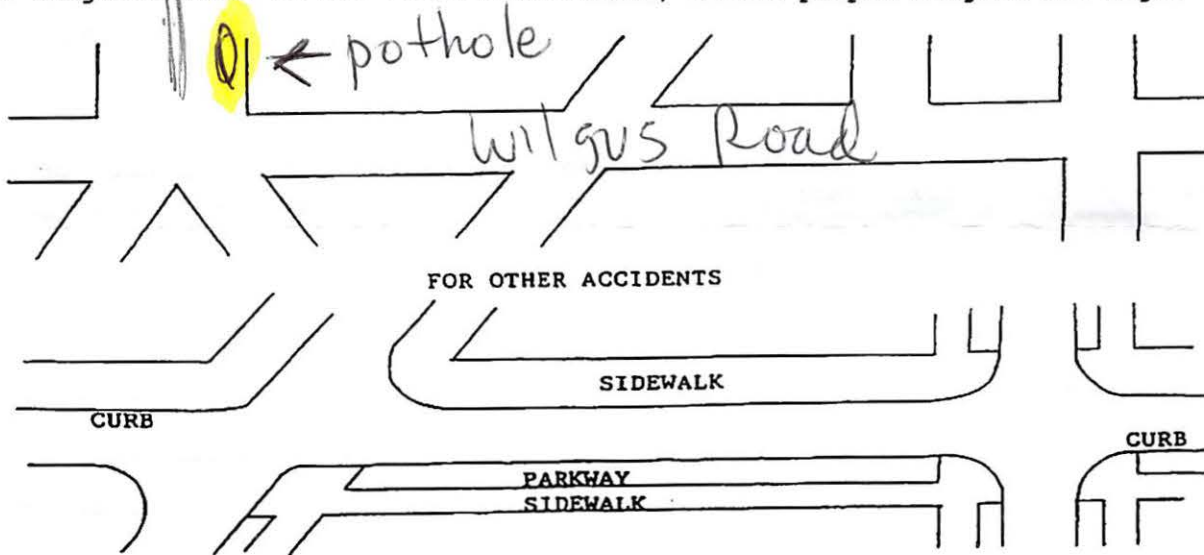
Damaged vehicle (if applicable)

Make: Chevrolet Model: Equinox Year: 2019 Mileage: 33,514

Names and addresses of witnesses, doctors and hospitals:

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

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



SIGNATURE OF CLAIMANT _____ DATE _____

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Anthony Berry

Auto \$ 106.14

Claimant's Address: 2517 N Taylor Dr
Sheboygan WI 53083

Property \$ _____

Personal Injury \$ _____

Claimant's Phone No. 920 254-7874

Other (Specify below) \$ _____

TOTAL \$ 106.14

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

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

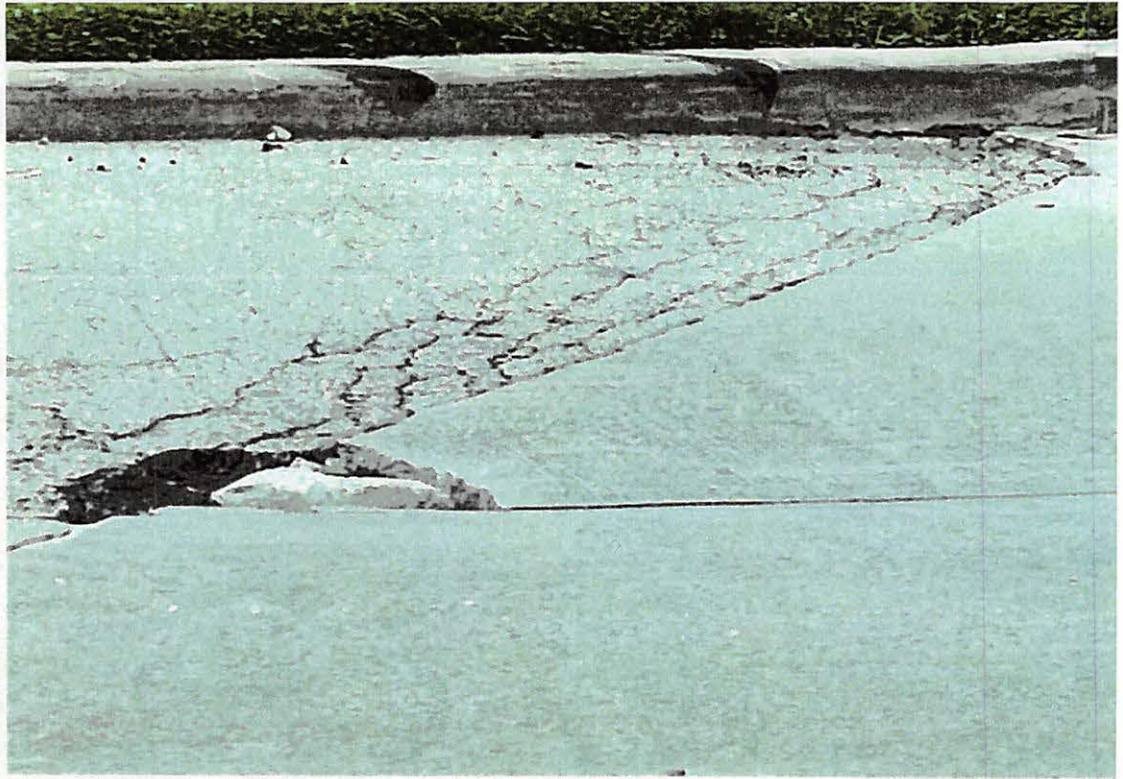
The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 106.14.

SIGNED 

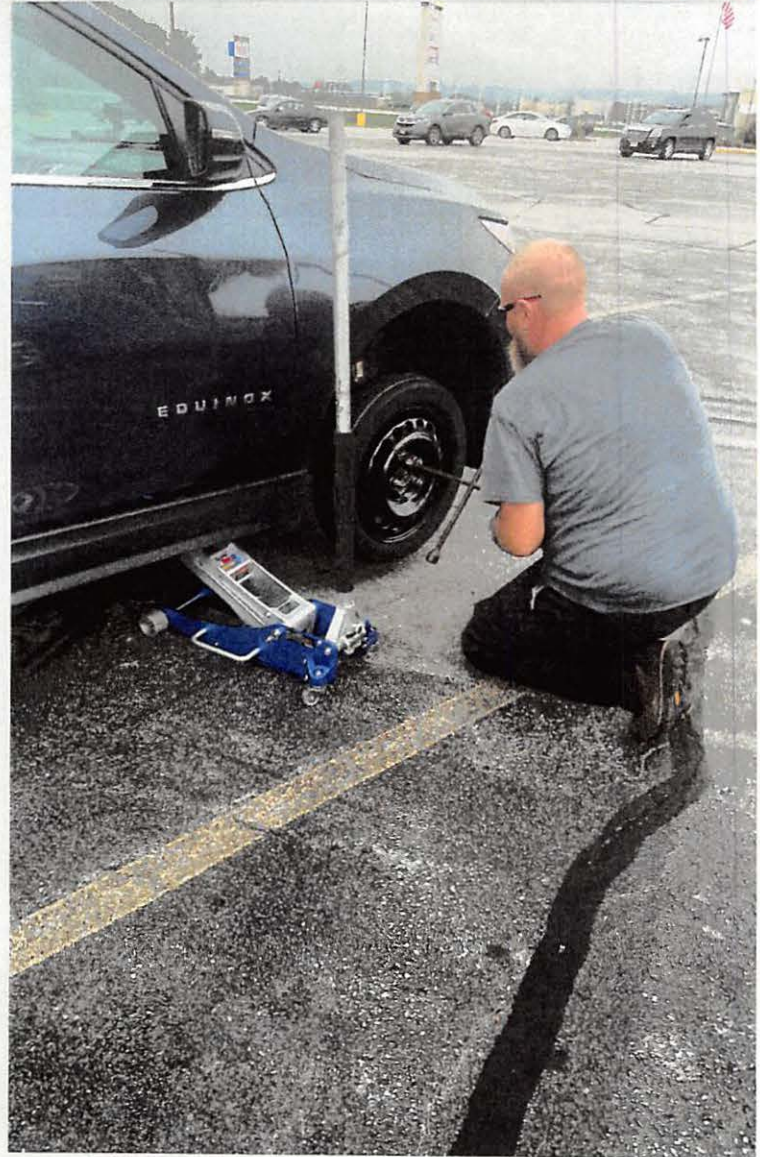
DATE: 11-2-21

ADDRESS: 2517 N Taylor Dr Sheboygan WI 53083

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



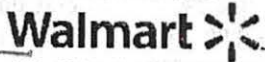






Give us feedback @ survey.walmart.com
Thank you! ID #:7QDR2GFTH5B

WALMART# 01276
3711 S TAYLOR DR
SHEBOYGAN, WI 53081 US



..... 920-459-9300 Mgr: CHRISTOPHER.....
..... 3711 S TAYLOR DR.....
..... SHEBOYGAN, WI 53081.....
ST# 01276 OP# 005583 TE# 90 TR# 05128
TLE ITEMS FOLLOW

LIC# WMT01276



485700 62640

ORDER NUMBER: 48570062640
AUTO TIRES... 074131796001... 83.00 X
TPMS SERVICE... 068113115037... 3.00 X
LIFE WHL BAL... 007874224343... 15.00 X
TIRE FEE... 000003700848... 1.50 T
TLE ITEMS COMPLETE

Service Order:

SUBTOTAL... 102.50
TAX 1... 5.50 %... 5.64
TOTAL... 108.14
DEBIT TEND... 108.14
CHANGE DUE... 0.00

EFT DEBIT... PAY FROM PRIMARY
108.14 TOTAL PURCHASE
Debit... **** * 7006.1.0
REF # 128400715775

NETWORK ID... 0082 APPR CODE 689573...
AID... A0000000042203
AAC... 49AC187FFD344A2D
TERMINAL #... SC010917

10/11/21... 18:37:50
DUPLICATE RECEIPT

Thank you, your tires will be electronically registered for the name and address stated in this transaction pursuant to law.

ITEMS SOLD 4
TC# 2832 4008 2056 9237 2428 0



Low Prices You Can Trust... Every Day...
10/11/21... 18:37:56

id for the name
v.

YGAN, WI 53083	
EL	COLOR
NOX	Dark Blue
EL TIME	SERVICE COMPLETED TIME
	2021-10-11 06:36 PM

ion	Service
essure - Drv Front - CHECKED, 35	0.00
essure - Pass Front - CHECKED, 35	
ire - Pass Front - COMPLETE	
umber - Drv Rear - M33T02VX3318	
umber - Pass Front - M72YLJ1R2621	
Service Pack - Pass Front - REPLACED	
	15.00
	1.50
	3.00

Quantity	Unit Price	Merchandise
1	83.00	83.00

Customer Comments
NO LOCKING LUGNUTS
CUSTOMER DECLINED TO ROTATE TIRES.
CUSTOMER DECLINED ROAD HAZARD
Technician Comments
ACKNOWLEDGMENT FORM HAS BEEN SIGNED FOR TIRE PLACEMENT ISSUE

Total (Excluding Tax & Govt. Fees) 102.50

DISCLAIMER
I authorize the stated service to be completed with the necessary materials. I give permission to operate the vehicle.
I UNDERSTAND:
1. Walmart is not responsible for loss/damage to the vehicle or items left in it
2. Walmart does not inspect tires to determine if they are safe. Only the service on the service order is performed. Tires are not inspected for conditions that may affect safety (tread depth, cuts, punctures, cracking, bulges, and uneven tread wear).
3. Customers should ensure their tires are properly inflated, have tread depth greater than 2/32" in all grooves, and have no cuts, punctures, cracking, bulges, or uneven tread wear.
An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of services performed.
Driving conditions will affect the safety and performance of my tires.

10-11-2021
CUSTOMER SIGNATURE DATE

THIS PRICE FOR THE AUTHORIZED REPAIRS WILL NOT BE EXCEEDED IF THE MOTOR VEHICLE IS DELIVERED TO THE SHOP WITHIN 5 DAYS.
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.

I do agree and fully understand that my motor vehicle had a low oil level when I brought it to Wal-Mart for an oil change. This was pointed out to me, that I willingly requested Wal-Mart to change the oil. I will not hold Wal-Mart responsible for any damage to my motor vehicle by the low oil level.

SIGNED
DATE
COMMON TECHNICIAN: ERIC 5264
QUALITY CONTROL TECH: AARON 5583
SERV WRTR/GREETER: AARON 5583
THIRD QC TECH: ERIC 5264
TIRE TECHNICIAN: ERIC 5264

HAVE YOUR LUG NUTS RETORQUED AFTER THE FIRST 50 MILES.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 90-21-22 by Alderpersons Mitchell and Filicky-Peneski

REPORT PREPARED BY: Finance Director-Treasurer, Kaitlyn Krueger

REPORT DATE: November 16, 2021

MEETING DATE: November 22, 2021

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	40781400-844428
Budgeted Revenue:	42899990-492407

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS:

The Finance Department performed a recent audit of TID 18's Capital Fund which revealed a significant deficit balance. Upon review, it was discovered an interfund transfer which was approved within the 2018 Budget did not occur. The 2018 interfund transfer would have moved \$1,896,192 from the Industrial Park Fund into TID 18 Capital Fund for the purchase of land within the Southpointe Enterprise Campus.

STAFF COMMENTS:

This resolution will allow the 2018 Budget error to be corrected and establish a positive fund balance for TID 18 Capital Fund.

ACTION REQUESTED:

Motion to recommend adoption of Res. No. 90-21-22

ATTACHMENTS:

- I. Res. No. 90-21-22

III

4.1

Res. No. 90 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
November 15, 2021.

A RESOLUTION authorizing a budget transfer and appropriation in the 2021 budget to complete an interfund transfer between the Industrial Park Fund and the Tax Incremental District 18 Capital Fund approved in the 2018 Amended Budget.

WHEREAS, the 2018 Amended Budget contained an Interfund Transfer from the Industrial Park Fund to the TID 18 Capital Fund for \$1,896,192 for land acquisition (the "2018 Interfund Transfer"); and

WHEREAS, during a recent audit of the accounts, the discovery was made that the 2018 Interfund Transfer did not occur; and

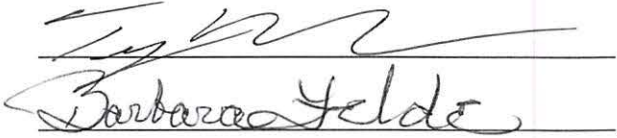
WHEREAS, the 2018 Interfund Transfer needs to be completed in order to balance the account and reduce the current deficit in the TID 18 Capital Fund.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for TID 18 Capital Fund - Interfund Transfer from Industrial Park Fund (Account No. 42899990-492407) by \$1,896,192 to complete the 2018 Interfund Transfer.

BE IT FURTHER RESOLVED: That the funding to support the 2018 Interfund Transfer shall come from the Industrial Park Fund - Interfund Transfer to TID 18 (Account No. 40781400-811428).

BE IT FURTHER RESOLVED: That the Finance Director is authorized to complete the 2018 Interfund Transfer of \$1,896,192 associated with the above budget appropriation.

F&P
(2/3=7)


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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 91-21-22 by Alderperson Mitchell and Filicky-Peneski

REPORT PREPARED BY: Finance Director-Treasurer Kaitlyn Krueger

REPORT DATE: November 18, 2021

MEETING DATE: November 22, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Revenues: N/A
Budgeted Expenditures: N/A.

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Common Council approved a budget adjustment in August to allow the Finance Department to pay Tyler Munis for a Chart of Accounts redesign project. Currently, the City's general ledger contains about 13,750 accounts. Many of these accounts are outdated and have not been used in many years which causes the system to be cumbersome for staff to manage. Over the past several months, the Finance Department has worked diligently to map all accounts to align with the needs of all departments across the City and follow best practice within the government accounting industry.

STAFF COMMENTS:

The attached mapping has been provided to be transparent with the Common Council of the suggested changes prior to the final conversion taking place. The Finance Department has been working with Munis to perform a test conversion of the coding and will then perform audits to make sure the desired outcome will be reached prior to converting live data.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 91-21-22 by Alderpersons Mitchell and Filicky-Peneski.

ATTACHMENTS:

- I. Res. No. 91-21-22

III

H.2

Res. No. 91 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
November 15, 2021.

A RESOLUTION authorizing the Finance Director to make all necessary changes in the City's General Ledger to implement the Chart of Accounts Redesign.

WHEREAS, in Res. No. 35-21-22 the Common Council approved funding for the Chart of Accounts Redesign Project; and

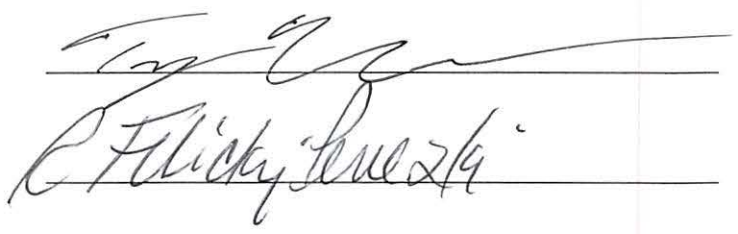
WHEREAS, the Finance Director has prepared the attached map of proposed fund changes to implement the Chart of Accounts Redesign; and

WHEREAS, the Common Council finds that these changes are in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to make all necessary changes in the City's General Ledger to implement the Chart of Accounts Redesign set forth in the attachment to this Resolution.

BE IT FURTHER RESOLVED: That the Common Council recognizes the Finance Director may, in the interest of transparency, bring forth one or more Resolutions in the future requesting specific interfund transfers in order to ensure the City's Chart of Accounts is consistent with best practices and that existing earmarks and set asides of funds are appropriately reflected in the new Chart of Accounts.

F+P
(43-7)



E. Filicky-Peneski

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

Munis Chart of Account Redesign - Proposed Fund Mapping

Present Fund #:	Present State Description:	Future Fund #:	Future State Description:
101	GENERAL FUND	101	GENERAL FUND
200	COMM DEVELOP BLOCK GRANT	260	COMM DEVELOP BLOCK GRANT
201	FEDERAL GRANT FUND	202	FEDERAL GRANT FUND
202	MEG UNIT FUND	221	MEG UNIT FUND
203	COMM DEVELOP BLOCK GRANT 1976	299	CDBG - TO CLOSE
204	COMM DEVELOP BLOCK GRANT 2004	299	CDBG - TO CLOSE
205	COMM DEVELOP BLOCK GRANT 2006	299	CDBG - TO CLOSE
206	COMM DEVELOP BLOCK GRANT 2005	299	CDBG - TO CLOSE
207	COMM DEVELOP BLOCK GRANT 2007	299	CDBG - TO CLOSE
208	COMM DEVELOP BLOCK GRANT 2008	260	COMM DEVELOP BLOCK GRANT
209	COMM DEVELOP BLOCK GRANT 2009	260	COMM DEVELOP BLOCK GRANT
210	COMM DEVELOP BLOCK GRANT 2010	260	COMM DEVELOP BLOCK GRANT
211	COMM DEVELOP BLOCK GRANT 2011	260	COMM DEVELOP BLOCK GRANT
212	COMM DEVELOP BLOCK GRANT 2012	260	COMM DEVELOP BLOCK GRANT
213	COMM DEVELOP BLOCK GRANT 2013	260	COMM DEVELOP BLOCK GRANT
214	COMM DEVELOP BLOCK GRANT 2014	260	COMM DEVELOP BLOCK GRANT
215	COMM DEVELOP BLOCK GRANT 2015	260	COMM DEVELOP BLOCK GRANT
216	COMM DEVELOP BLOCK GRANT 2016	260	COMM DEVELOP BLOCK GRANT
217	COMM DEVELOP BLOCK GRANT 2017	260	COMM DEVELOP BLOCK GRANT
218	COMM DEVELOP BLOCK GRANT 2018	260	COMM DEVELOP BLOCK GRANT
219	COMM DEVELOP BLOCK GRANT	260	COMM DEVELOP BLOCK GRANT
220	COMM DEVELOP BLOCK GRANT 1982	260	COMM DEVELOP BLOCK GRANT
221	COMM DEVELOP BLOCK GRANT 1983	260	COMM DEVELOP BLOCK GRANT
222	COMM DEVELOP BLOCK GRANT	299	CDBG - TO CLOSE
223	COMM DEVELOP BLOCK GRANT	260	COMM DEVELOP BLOCK GRANT
224	URBAN DEVELOPMENT GRANT FUND	260	COMM DEVELOP BLOCK GRANT
225	URBAN DEVELOPMENT GRANT FUND	299	CDBG - TO CLOSE
226	COMM DEVELOP BLOCK GRANT 1985	260	COMM DEVELOP BLOCK GRANT
227	COMM DEVELOP BLOCK GRANT 1986	260	COMM DEVELOP BLOCK GRANT
228	WI RENTAL REHAB GRANT FUND	260	COMM DEVELOP BLOCK GRANT
229	COMM DEVELOP BLOCK GRANT 1987	260	COMM DEVELOP BLOCK GRANT
230	COMM DEVELOP BLOCK GRANT 1988	260	COMM DEVELOP BLOCK GRANT
231	COMM DEVELOP BLOCK GRANT 2020	260	COMM DEVELOP BLOCK GRANT
233	COMM DEVELOP BLOCK GRANT 1989	260	COMM DEVELOP BLOCK GRANT
234	COMM DEVELOP BLOCK GRANT 1990	260	COMM DEVELOP BLOCK GRANT
235	COMM DEVELOP BLOCK GRANT 1991	260	COMM DEVELOP BLOCK GRANT
236	COMM DEVELOP BLOCK GRANT 1992	260	COMM DEVELOP BLOCK GRANT
237	COMM DEVELOP BLOCK GRANT 1993	260	COMM DEVELOP BLOCK GRANT
238	RENTAL ENERGY GRANT	299	CDBG - TO CLOSE
239	HOME RENTAL REHAB GRANT	260	COMM DEVELOP BLOCK GRANT
240	COMM DEVELOP BLOCK GRANT 1994	260	COMM DEVELOP BLOCK GRANT
241	COMM DEVELOP BLOCK GRANT 1995	260	COMM DEVELOP BLOCK GRANT
242	COMM DEVELOP BLOCK GRANT 1996	260	COMM DEVELOP BLOCK GRANT
243	COMM DEVELOP BLOCK GRANT 1997	260	COMM DEVELOP BLOCK GRANT
244	COMM DEVELOP BLOCK GRANT 1998	260	COMM DEVELOP BLOCK GRANT
245	COMM DEVELOP BLOCK GRANT 1999	299	CDBG - TO CLOSE
246	COMM DEVELOP BLOCK GRANT 2000	299	CDBG - TO CLOSE
247	COMM DEVELOP BLOCK GRANT 2001	299	CDBG - TO CLOSE
248	COMM DEVELOP BLOCK GRANT 2002	299	CDBG - TO CLOSE

Munis Chart of Account Redesign - Proposed Fund Mapping

Present Fund #:	Present State Description:	Future Fund #:	Future State Description:
249	COMM DEVELOP BLOCK GRANT 2003	299	CDBG - TO CLOSE
250	AFFORDABLE HOUSING FUND	261	AFFORDABLE HOUSING FUND
251	INTERNATIONAL COMM SPEC REV	201	GENERAL SPECIAL REVENUE
252	LEAD BASED ABATEMENT PROGRAM	299	CDBG - TO CLOSE
255	MEAD LIBRARY FUND	255	MEAD LIBRARY FUND
260	TOURISM FUND	250	TOURISM FUND
265	PARK, FORESTRY & OPEN SPACE	400	CAPITAL PROJECTS FUND
266	PARK IMPACT FEE FUND	251	PARK IMPACT FEE FUND
270	CABLE TV FRANCHISE FUND	211	CABLE TV FRANCHISE FUND
275	MUNICIPAL COURT FUND	101	GENERAL FUND
280	AMBULANCE FUND	101	GENERAL FUND
285	SPECIAL ASSESSMENT FUND	280	SPECIAL ASSESSMENT FUND
290	HARBOR CENTRE MARINA FUND	231	HARBOR CENTRE MARINA FUND
291	POLICE SPECIAL REVENUE FUNDS	220	PUBLIC SAFETY SPECIAL REVENUE
295	REDEVELOPMENT AUTHORITY FUND	264	REDEVELOPMENT AUTHORITY FUND
301	G O BOND DEBT FUND	301	GENERAL OBLIGATION DEBT
303	TID 2 DEBT SERVICE FUND	402	TID 2 FUND
304	TID 6 DEBT SERVICE FUND	406	TID 6 FUND
305	TID 5 DEBT SERVICE FUND	405	TID 5 FUND
306	TID 3 DEBT SERVICE FUND	403	TID 3 FUND
307	TID 7 DEBT SERVICE FUND	407	TID 7 FUND
308	TID 8 DEBT SERVICE FUND	408	TID 8 FUND
310	TID 10 DEBT SERVICE FUND	410	TID 10 FUND
311	TID 11 DEBT SERVICE FUND	411	TID 11 FUND
312	TID 12 DEBT SERVICE FUND	412	TID 12 FUND
313	ENVIRON TID I DEBT SERVICE FUN	451	ENVIRON TID I FUND
314	CONVENTION CENTER DEBT SERVICE	302	CONVENTION CENTER DEBT SERVICE
315	ENVIRON TID II DEBT SERVICE FU	452	ENVIRON TID II FUND
316	TID 13 DEBT SERVICE FUND	413	TID 13 FUND
317	TID 14 DEBT SERVICE FUND	414	TID 14 FUND
318	TID 15 DEBT SERVICE FUND	415	TID 15 FUND
319	TID 16 DEBT SERVICE FUND	416	TID 16 FUND
320	TID 17 DEBT SERVICE FUND	417	TID 17 FUND
321	TID 18 DEBT SERVICE FUND	418	TID 18 FUND
322	TID 19 DEBT SERVICE FUND	419	TID 19 FUND
323	TID 20 DEBT SERVICE FUND	420	TID 20 FUND
400	CAPITAL PROJECTS FUND	400	CAPITAL PROJECTS FUND
403	TID 3 CAPITAL FUND	403	TID 3 FUND
407	INDUSTRIAL PARK FUND	401	INDUSTRIAL PARK FUND
411	TID 6 CAPITAL FUND	406	TID 6 FUND
418	TID 8 CAPITAL FUND	408	TID 8 FUND
420	TID 10 CAPITAL FUND	410	TID 10 FUND
421	TID 11 CAPITAL FUND	411	TID 11 FUND
422	TID 12 CAPITAL FUND	412	TID 12 FUND
423	ENVIRONMENTAL TID I FUND	451	ENVIRON TID I FUND
424	TID 14 CAPITAL FUND	414	TID 15 FUND
426	TID 16 CAPITAL FUND	416	TID 16 FUND
427	TID 17 CAPITAL FUND	417	TID 17 FUND
428	TID 18 CAPITAL FUND	418	TID 18 FUND

Munis Chart of Account Redesign - Proposed Fund Mapping

Present Fund #:	Present State Description:	Future Fund #:	Future State Description:
429	TID 19 CAPITAL FUND	419	TID 19 FUND
430	TID 20 CAPITAL FUND	420	TID 20 FUND
463	CAPITAL PROJECTS 2003	400	CAPITAL PROJECTS FUND
466	CAPITAL IMPROVEMENTS 2006 FUND	400	CAPITAL PROJECTS FUND
467	CAPITAL IMPROVEMENTS 2007 FUND	400	CAPITAL PROJECTS FUND
468	CAPITAL IMPROVEMENTS 2008 FUND	400	CAPITAL PROJECTS FUND
469	CAPITAL IMPROVEMENTS 2009 FUND	400	CAPITAL PROJECTS FUND
470	CAPITAL IMPROVEMENTS 2010 FUND	400	CAPITAL PROJECTS FUND
471	CAPITAL IMPROVEMENTS 2011 FUND	400	CAPITAL PROJECTS FUND
472	CAPITAL IMPROVEMENTS 2012 FUND	400	CAPITAL PROJECTS FUND
473	CAPITAL IMPROVEMENTS 2014 FUND	400	CAPITAL PROJECTS FUND
474	CAPITAL IMPROVEMENTS 2015 FUND	400	CAPITAL PROJECTS FUND
475	CAPITAL IMPROVEMENTS 2016 FUND	400	CAPITAL PROJECTS FUND
476	CAPITAL IMPROVEMENTS 2017 FUND	400	CAPITAL PROJECTS FUND
477	CAPITAL IMPROVEMENTS 2018 FUND	400	CAPITAL PROJECTS FUND
478	CAPITAL IMPROVEMENTS 2019 FUND	400	CAPITAL PROJECTS FUND
479	CAPITAL IMPROVEMENTS 2020 FUND	400	CAPITAL PROJECTS FUND
480	CAPITAL IMPROVEMENTS 2021 FUND	400	CAPITAL PROJECTS FUND
601	WASTEWATER SYSTEM FUND	630	WASTEWATER SYSTEM FUND
605	STORMWATER UTILITY FUND	631	STORMWATER UTILITY FUND
611	BOAT FACILITIES FUND	633	BOAT FACILITIES FUND
620	RECYCLING FUND	632	RECYCLING FUND
621	GARBAGE FUND	101	GENERAL FUND
650	PARKING UTILITY FUND	650	PARKING UTILITY FUND
651	TRANSIT SYSTEM FUND	651	TRANSIT SYSTEM FUND
701	MOTOR VEHICLE FUND	730	MOTOR VEHICLE FUND
704	HEALTH INSURANCE FUND	710	HEALTH INSURANCE FUND
705	LIABILITY INSURANCE FUND	711	LIABILITY INSURANCE FUND
706	WORKER'S COMP INSURANCE FUND	712	WORKER'S COMP INSURANCE FUND
707	INFORMATION TECHNOLOGY FUND	713	INFORMATION TECHNOLOGY FUND
804	WATER UTILITY FUND	635	WATER UTILITY FUND
805	CEMETERY PERPETUAL CARE FUND	830	CEMETERY PERPETUAL CARE FUND
806	E.H.MAY ENVIRONMENTAL PARK FUN	806	E.H.MAY ENVIRONMENTAL PARK FUN
815	BUSINESS IMPROVEMENT DISTRICT	860	BUSINESS IMPROVEMENT DISTRICT
850	MEAD PUBLIC LIBRARY TRUST FUND	850	MEAD PUBLIC LIBRARY TRUST FUND
870	ICMA PENSION TRUST FUND	870	ICMA PENSION TRUST FUND
871	WI DEFERRED COMP TRUST FUND	871	WI DEFERRED COMP TRUST FUND
872	NATIONWIDE DEFERRED	872	NATIONWIDE DEFERRED
880	PROPERTY TAX COLLECTION FUND	880	PROPERTY TAX COLLECTION FUND
901	GENERAL FIXED ASSET FUND	900	GENERAL FIXED ASSET FUND
902	GENERAL LONG TERM DEBT FUND	950	GENERAL LONG TERM DEBT FUND
999	CASH MANAGEMENT FUND	999	CASH MANAGEMENT FUND

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL CONSIDERATION

ITEM DESCRIPTION: Res. No. 92-21-22, A Resolution authorizing the sale of parcel no. 59281502860 to Prigge’s Charter Buses, Inc.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: November 18, 2021

MEETING DATE: November 22, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item:
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes:
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Prigge’s Charter Buses, Inc. is trying to transfer their property into a new LLC. As part of the title search, it was noted that a parcel of the land (shown below) was owned by the City of Sheboygan. City Development and City Attorney researched archived files and did not find anything related to whether the city owned this property. In order for the transfer to occur for Prigge’s they need the city to sell the property to them. Per the attached offer, they are willing to pay the \$40,000 for the property.



In searching tax records, it shows that Prigge’s has paid property taxes on this parcel forever. The parcel also includes their main bus garage building and parking. The City assessor has the property assessed at \$62,600. City staff thought it was fair to sell the property for \$40,000.

STAFF COMMENTS:

None

ACTION REQUESTED:

Motion to the Common Council to Res. No. 92-21-22, A Resolution authorizing the sale of parcel no. 59281502860 to Prigge's Charter Buses, Inc.

ATTACHMENTS:

- I. Res. No. 92-21-22

III

4.3


Res. No. 92 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
November 15, 2021.

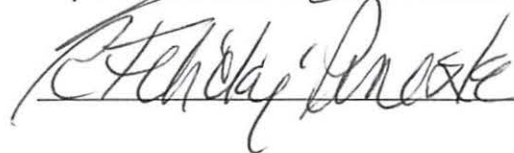
A RESOLUTION authorizing the sale of parcel no. 59281502860 to Prigge's Charter Buses, Inc.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the attached Commercial Offer to Purchase between the City of Sheboygan and Prigge's Charter Buses, Inc., thereby authorizing the sale of the property.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan to sell the property.

FAP





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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON October 20, 2021 [DATE] IS (AGENT OF BUYER)

2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Prigge's Charter Buses, Inc.

4 offers to purchase the Property known as Parcel Number 59281502860

5 _____

6 _____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-

7 650, or attach as an addendum per line 676] in the _____ City _____ of _____ Sheboygan _____, County

8 of _____ Sheboygan _____ Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Forty Thousand

10 _____ Dollars (\$40,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date

12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: _____

13 _____

14 _____

15 _____

16 All personal property included in purchase price will be transferred by bill of sale or _____

17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**

18 **or not included.**

19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at

20 lines 12-15) and the following: N/A

21 _____

22 _____

23 _____

24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-**

25 **34) to be excluded by Seller or that are rented and will continue to be owned by the lessor,**

26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to

27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without

28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but

29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;

30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;

31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage

32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler

33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and

34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**

36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer

37 on or before October 25, 2021. Seller may keep the Property

38 on the market and accept secondary offers after binding acceptance of this Offer.

39 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

40 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical

41 copies of the Offer.

42 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**

43 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

44 **CLOSING** This transaction is to be closed on 30 days of acceptance

45 _____ at the place selected by Seller,

46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state

47 holiday, the closing date shall be the next Business Day.

48 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**

49 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**

50 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**

51 **transfer instructions.**

52 **EARNEST MONEY**

53 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

54 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

55 ■ EARNEST MONEY of \$ 5,000.00 will be mailed, or commercially, electronically

56 or personally delivered within 3 days ("5" if left blank) after acceptance.

57 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
58 _____) **STRIKE THOSE NOT APPLICABLE**

59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**
62 **disbursement agreement.**

63 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.
64 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

75 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

85 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
86 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
87 this Offer except: _____

88 _____ . If "Time is of the Essence" applies to a date or Deadline,
89 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
93 Seller's disclosure report dated None Tendered and a Real Estate Condition Report, if applicable, dated
94 None Tendered, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this
95 offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____

96 _____
97 _____
98 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**

99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**
100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**
101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**
102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**
103 **rescission rights per Wis. Stat. § 709.05.**

104 "Conditions Affecting the Property or Transaction" are defined to include:

105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
106 bulges), basement or other walls.

107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
108 fire safety, security or lighting.

109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
110 the Property or any Defect related to a joint well serving the Property.

111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.

112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
113 septic system serving the Property not closed or abandoned according to applicable regulations.

114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
116 on the Property; LP tanks on the Property or any defects in such LP tanks.

114 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the department of Natural Resources
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
142 restrictive covenants and deed restrictions, shared fences, walls, wells, driveways, signage or other shared usages; or
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
173 sliding, settling, earth movement or upheavals.

174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
 175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on
 176 lines 185-197 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
 177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
 178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
 179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
 180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____
 182 _____
 183 _____

184 _____ [insert proposed use and type and
 185 size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].

186 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
 187 181-183.

188 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
 189 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
 190 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

191 **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
 192 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for
 193 the following items related to Buyer's proposed use: _____

194 _____ or delivering written notice
 195 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the
 196 cost of Buyer's proposed use described at lines 181-183.

197 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
 198 roads.

199 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) ~~STRIKE ONE~~ ("Buyer" if neither
 200 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;
 201 variance; other _____ for the Property for its proposed use described at lines 181-183.
 202 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
 203 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

204 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller
 205 providing" if neither is stricken) a _____ survey
 206 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
 207 prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's)
 208 (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
 209 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible
 210 encroachments upon the Property, the location of improvements, if any, and: _____

211 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to:
 212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
 213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any
 214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title
 215 policy.

216 **CAUTION:** Consider the cost and the need for map features before selecting them. Also consider the time required
 217 to obtain the map when setting the deadline.

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
 219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
 220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
 221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of
 222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
 223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
 224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to
 226 Buyer within _____ days ("30" if left blank) after acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

227 Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity

228 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which
 229 is consistent with representations made prior to and in this Offer.

230 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
 231 to be free and clear of all liens, other than liens to be released prior to or at closing.

232 Rent roll.

233 Other _____

234 _____

235 Additional items which may be added include, but are not limited to: building, construction or component warranties,
236 previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other
237 contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future
238 rental agreements, notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents
240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer
241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days ("5" if left
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-
248 291), at (Buyer's) (Seller's) expense ~~STRIKE ONE~~ ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days ("30" if
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

261 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

262 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects.
263 If Seller has the right to cure, Seller may satisfy this contingency by:

264 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of
265 Defects stating Seller's election to cure Defects;

266 (2) curing the Defects in a good and workmanlike manner; and

267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
269 Assessment report and:

270 (1) Seller does not have a right to cure; or

271 (2) Seller has a right to cure but:

272 (a) Seller delivers written notice that Seller will not cure; or

273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase|Site Assessment")
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the
282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American
285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an**
291 **addendum per line 676.**

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

296 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
297 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
298 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
299 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

300 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
301 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
302 **other material terms of the contingency.**

303 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
304 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
305 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to
306 be reported to the Wisconsin Department of Natural Resources.

307 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

308 (1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which
309 discloses no Defects.

310 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
311 an inspection of _____

312

313 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

314 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,
315 provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified
316 independent inspector or independent qualified third party.

317 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

318 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
319 **well as any follow-up inspection(s).**

320 This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers
321 to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s)
322 identified in the inspection report(s) to which Buyer objects (Notice of Defects).

323 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

324 For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual
325 knowledge or written notice before signing the Offer.

326 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
327 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
328 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
329 **of the premises.**

330 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure the Defects.
331 If Seller has the right to cure, Seller may satisfy this contingency by:

332 (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to
333 cure Defects;

334 (2) curing the Defects in a good and workmanlike manner; and

335 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

336 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

337 (1) Seller does not have the right to cure; or

338 (2) Seller has the right to cure but:

339 (a) Seller delivers written notice that Seller will not cure; or

340 (b) Seller does not timely deliver the written notice of election to cure.

341 **IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.**

342 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
343 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

344 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than
345 \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

346 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
347 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

348 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
349 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

350 sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached
351 per line 676. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly

352 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
353 lender's appraiser access to the Property.

354 **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
355 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
356 shall be adjusted as necessary to maintain the term and amortization stated above.

357 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.

358 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.359 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
360 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
361 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
362 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
363 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.364 **NOTE:** If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a
365 contingency for that purpose.366 **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
367 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.368 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
369 (even if subject to conditions) that is:

370 (1) signed by Buyer; or

371 (2) accompanied by Buyer's written direction for delivery.

372 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
373 this contingency.374 **CAUTION:** The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
375 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
376 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.377 **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344.
378 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
379 written loan commitment from Buyer.380 **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
381 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
382 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
383 unavailability.384 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

385 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

386 (2) the Deadline for delivery of the loan commitment set on line 344

387 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
388 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
389 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
390 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
391 worthiness for Seller financing.392 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within 10 days ("7" if left blank) after
393 acceptance, Buyer shall deliver to Seller either:394 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
395 the time of verification, sufficient funds to close; or396 (2) _____
397 _____ [Specify documentation Buyer agrees to deliver to Seller].398 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
399 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
400 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
401 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
402 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
403 access for an appraisal constitute a financing commitment contingency.404 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
405 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
406 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
407 the agreed upon purchase price.408 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
409 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
410 to the appraised value.411 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.412 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
413 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal
414 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
415 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

416 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
417 appraisal report and:

418 (1) Seller does not have the right to cure; or

419 (2) Seller has the right to cure but:

420 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

421 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
422 report.

423 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
424 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
425 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
426 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
427 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
428 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
429 Offer becomes primary.

430 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
431 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
432 association assessments, fuel and _____

433 _____
434 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

435 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

436 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

437 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
438 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE
439 APPLIES IF NO BOX IS CHECKED.

440 Current assessment times current mill rate (current means as of the date of closing).

441 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
442 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

443 _____
444 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
445 **substantially different than the amount used for proration especially in transactions involving new construction,**
446 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
447 **assessor regarding possible tax changes.**

448 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
449 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
450 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
451 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
452 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

453 **TITLE EVIDENCE**

454 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
455 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
456 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
457 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
458 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report,
459 and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and

460 _____

461 _____
462 _____ (insert other allowable exceptions from title, if any) that constitutes
463 merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents
464 necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

465 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
466 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
467 **making improvements to Property or a use other than the current use.**

468 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
469 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
470 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
471 lender and recording the deed or other conveyance.

472 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
473 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
474 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
475 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
479 or Buyer not more than _____ days ("15" if left blank) after acceptance showing title to the Property as of a date
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

482 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
483 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
484 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
485 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
486 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
487 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall
488 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable
489 title to Buyer.

490 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
491 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
492 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
493 describing the planned improvements and the assessment of benefits.

494 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
495 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
496 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
497 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
498 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
499 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

500 **LEASED PROPERTY:** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
501 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
502 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

503 _____
504 _____ Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.

505 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days ("7" if left blank) before closing, estoppel
506 letters dated within _____ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease
508 or tenancy.

509 **DEFINITIONS**

510 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
511 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
512 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

513 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
515 registered mail or make regular deliveries on that day.

516 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
517 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
518 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
519 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
520 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
521 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
522 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

523 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
524 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
525 significantly shorten or adversely affect the expected normal life of the premises.

526 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

527 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

528 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

529 **INCLUSION OF OPTIONAL PROVISIONS:** Terms of this Offer that are preceded by an OPEN BOX () are part of
530 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

531 **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land, building or room dimensions, or total
532 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
533 rounding, formulas used or other reasons, unless verified by survey or other means.

534 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land,
535 building or room dimensions, if material.

536 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
537 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
538 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
539 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
540 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
541 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
542 Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

543 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
544 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
545 ordinary wear and tear and changes agreed upon by Parties.

546 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
547 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
548 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
549 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
550 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
551 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
552 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
553 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
554 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
555 the Property.

556 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
557 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
558 significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties,
559 and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
561 this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in
562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current
563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

564 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
565 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
566 party to liability for damages or other legal remedies.

567 If Buyer defaults, Seller may:

- 568 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
569 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
570 damages.

571 If Seller defaults, Buyer may:

- 572 (1) sue for specific performance; or
573 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

574 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
575 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
576 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
577 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
578 arbitration agreement.

579 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
580 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
581 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
582 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
583 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

584 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
585 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
586 and inures to the benefit of the Parties to this Offer and their successors in interest.

587 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
588 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
589 or by telephone at (608) 240-5830.

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
595 amount of any liability assumed by Buyer.

596 **CAUTION:** Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer
597 may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed
598 upon the Property.

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
606 Offer and proceed under lines 571-578.

607 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
608 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
609 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

616 Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.

617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
619 FIRPTA.

620 **ADDITIONAL PROVISIONS/CONTINGENCIES**

621 This is a cash offer of \$40,000.

623 No contingencies. This is an as-is, where-is sale.

625 Closing to be within 30 days of offer acceptance.

651 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange
652 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The
653 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a
654 result of the exchange.

655 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
656 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
657 658-673.

658 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
659 660 or 661.

660 Name of Seller's recipient for delivery, if any: _____

661 Name of Buyer's recipient for delivery, if any: _____

662 (2) **Fax**: fax transmission of the document or written notice to the following number:

663 Seller: (_____) Buyer: (_____)

664 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a
665 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
666 address at line 669 or 670.

667 (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
668 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

669 Address for Seller: _____

670 Address for Buyer: _____

671 (5) **Email**: electronically transmitting the document or written notice to the email address.

672 Email Address for Seller: todd.wolf@sheboyganwi.gov

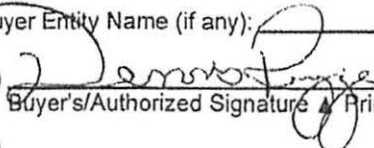
673 Email Address for Buyer: dennisprigge@discoverycoach.com

674 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
675 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

676 **ADDENDA**: The attached _____ is/are made part of this Offer.

677 This Offer was drafted by [Licensee and Firm] Max Van Veghel, Gottsacker Commercial Real Estate LLC

678 Buyer Entity Name (if any): Prigge Charter Buses, Inc.

679 (x)  10/20/21
680 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Dennis Prigge Date ▲

681 (x) _____
682 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ _____ Date ▲
683

684 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
685 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
686 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
687 **COPY OF THIS OFFER.**

688 Seller Entity Name (if any): City of Sheboygan

689 (x) _____
690 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Todd Wolf Date ▲

691 (x) _____
692 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ _____ Date ▲

693 This Offer was presented to Seller by [Licensee and Firm] Max Van Veghel, Gottsacker Commercial RE LLC

694 _____ on _____ at _____ a.m./p.m.

695 This Offer is rejected _____ This Offer is countered [See attached counter] _____
696 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 93-21-22 by Alderperson Mitchell and Filicky-Peneski

REPORT PREPARED BY: Finance Director-Treasurer Kaitlyn Krueger

REPORT DATE: November 16, 2021

MEETING DATE: November 22, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Revenues: 29099990-492341,
30199990-492341;
Budgeted Expenditures: 31481200-811290,
31481200-811301.

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Convention Center debt is satisfied and the account may now be closed. Two remaining items in the Convention Center Debt Service Fund need to be reallocated in an effort to close the fund; the disbursement of the Convention Center Debt Service Fund's fund balance and the transfer of the outstanding receivable which is owed to the Convention Center Debt Service Fund.

STAFF COMMENTS:

The remaining Convention Center Debt Service fund balance, which totals \$165,784.50, will be transferred to the Harbor Centre Marina Fund to provide support. The outstanding receivable is owed to the Convention Center Debt Service Fund by the TID 16 Debt Service Fund. This receivable which totals \$382,379 was an advance from the Convention Center Debt Service Fund to TID 16 Debt Service Fund to cover debt service payments. This outstanding receivable will be transferred to the GO Debt Service Fund to allow the Convention Center Debt Service Fund to close and future repayment from TID 16 Debt Service Fund if a positive balance is achieved.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 93-21-22 by Alderpersons Mitchell and Filicky-Peneski.

ATTACHMENTS:

- I. Res. No. 93-21-22

III

44

Res. No. 93 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
November 15, 2021.

A RESOLUTION authorizing a budget transfer and appropriation in the 2021 budget to close out the Convention Center Debt Service Fund.

WHEREAS, the Convention Center Debt is satisfied; and

WHEREAS, it is no longer necessary to maintain the Convention Center Debt Service Fund; and

WHEREAS, to close the Convention Center Debt Service Fund, two additional transactions need to occur: (1) the disbursement of the cash balance and (2) the transfer of the receivable related to the previous Advance to TID 16 Debt Service Fund; and

WHEREAS, the remaining Convention Center Debt Service Fund cash balance, which totals \$165,784.40, may be beneficial to provide increased financial support to the Harbor Centre Marina Fund; and

WHEREAS, the General Obligation Debt Service Fund provides support for future debt service payments, including tax increment district debt; and

WHEREAS, it is appropriate to transfer the receivable related to the previous Advance to TID 16 Debt Service Fund, which totals \$382,379, to the General Obligation Debt Service Fund.


NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for the Harbor Centre Marina Fund - Interfund from Convention Ctr (Account No. 29099990-492314) by \$165,784.40.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to increase the GO Debt Service Fund - Interfund from Convention Ctr (Account No. 30199990-492314) by \$382,379.

BE IT FURTHER RESOLVED: That the funding to support these increased appropriations comes from the Convention Center Debt Service Fund - Interfund to Marina Fund (Account No. 31481200-811290) and Convention Center Debt Service Fund - Interfund to G.O. Debt (Account No. 31481200-811301), respectively.

FTP
(2/3=7)

BE IT FURTHER RESOLVED: That the Finance Director is authorized to complete the transfers identified in this Resolution, and close the Convention Center Debt Service Fund.



Barbara Gelde

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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 94-21-22 by Alderperson Mitchell and Filicky-Peneski

REPORT PREPARED BY: Finance Director-Treasurer Kaitlyn Krueger

REPORT DATE: November 16, 2021

MEETING DATE: November 22, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Revenues: 40081400-492311;
Budgeted Expenditures: 31181400-811400.

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

TID 11 was closed in 2020 and all overlapping taxing jurisdictions received settlement payments earlier this year. TID 11 Debt Service Fund can now be closed. The City's portion of the TID settlement, the current fund balance, is \$989,375.

STAFF COMMENTS:

In order to close TID 11 Debt Service Fund, the remaining Fund Balance will be transferred to the Capital Projects Fund to support future land acquisitions.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 94-21-22 by Alderpersons Mitchell and Filicky-Peneski.

ATTACHMENTS:

- I. Res. No. 94-21-22

III

4.5

Res. No. 94 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
November 15, 2021.

A RESOLUTION authorizing a budget transfer and appropriation in the 2021 budget regarding the remaining Tax Incremental District 11 Debt Service Fund cash balance.

WHEREAS, Tax Incremental District ("TID") 11 closed in 2020; and

WHEREAS, following the close of TID 11, all overlapping taxing jurisdictions received settlement payments from the TID 11 closing balance, including the City of Sheboygan; and

WHEREAS, the City of Sheboygan's portion of the settlement remains in the TID 11 Debt Service Fund; and

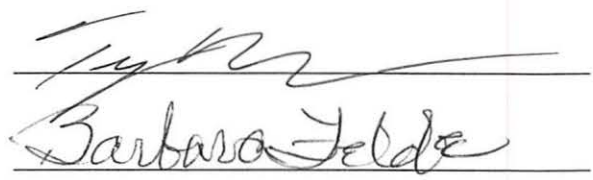
WHEREAS, these funds, which total \$989,375, will assist the City with future land acquisitions through the Capital Project Fund.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for Capital Projects Fund - Interfund Transfer from TID 11 Debt Fund (Account No. 40081400-492311) by \$989,375.

BE IT FURTHER RESOLVED: That the funding to support this increased appropriation comes from the TID 11 Debt Service Fund - Interfund to Capital Projects Fund (Account No. 31181400-811400).

BE IT FURTHER RESOLVED: That the Finance Director is authorized to make the corresponding transfer associated with this budget appropriation.

FAP
(2/3=7)


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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL CONSIDERATION

ITEM DESCRIPTION: Res. No. 95-21-22 a Resolution authorizing the purchase of 2601 North 15th Street for future use by the City.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: November 18, 2021

MEETING DATE: November 22, 2021

FISCAL SUMMARY:

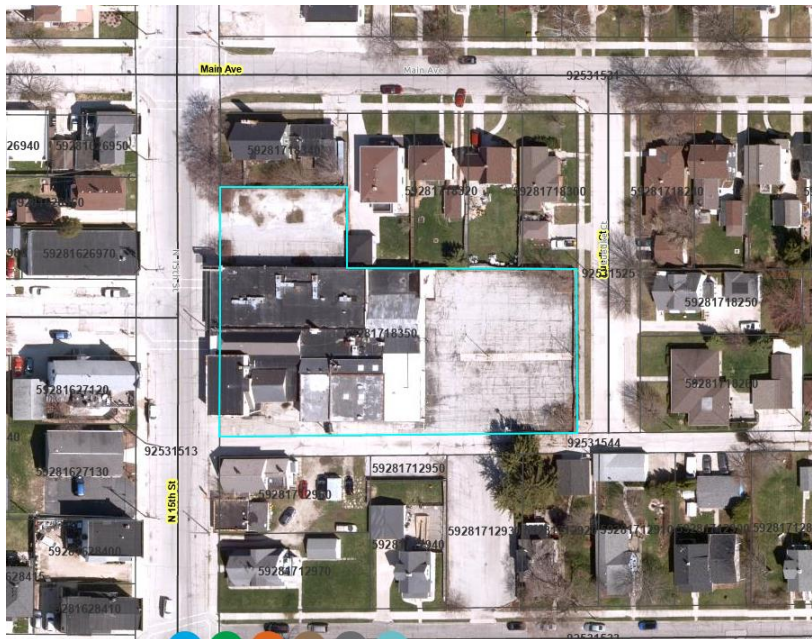
Budget Line Item:
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes:
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Jakum Hall located at 2601 North 15th Street has been on the market for the number of months. Jakum Hall sits on 0.984 acres of land. The asking price is \$249,000. The banquet facility has been without heat for more than a year and needs a significant amount of the work to make it occupiable. Given it is almost on 1 acre of the land with close proximity to a grocery store and schools, City Development staff thought it is ideal for the redevelopment site for the affordable housing. The Finance and Personnel previously gave approval to go up to \$175,000. The City submitted an offer at \$150,000 which was countered to \$200,000. The city countered to \$165,000 and the offer was accepted.



STAFF COMMENTS:

Closing will not occur until the property is vacant and the staff anticipates that to occur in late January. Therefore, closing will not occur until early February. Funding for the purchase would come from the monies set aside in the American Rescue Plan Act for affordable housing. Once purchased, city staff will then work to demolish the building creating an affordable housing site.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 95-21-22 authorizing the purchase of 2601 North 15th Street for future use by the City.

ATTACHMENTS:

- I. Res. No. 95-21-22

III

4.6

Res. No. 95 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
November 15, 2021.

A RESOLUTION authorizing the purchase of 2601 North 15th Street for future use by the City.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the attached Commercial Offer to Purchase and Counter-Offers between the City of Sheboygan and Darlene Jakum, thereby authorizing the purchase of the property and removing the contingency for Common Council approval found at lines 277-278 of the Commercial Offer to Purchase.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan to purchase the property.

F4P



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

WB-44 COUNTER-OFFER

Counter-Offer No. 3 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 10/14/2021 and signed by Buyer _____ City of Sheboygan
2 for purchase of real estate at 2601 North 15th Street, Sheboygan, WI 53083

3 _____ is rejected and the following Counter-Offer is hereby made.
4 CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple
5 counter-proposal unless incorporated by reference.

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: All changes in
7 Counter-Offer No. 2 by the Buyer Signed 10/28/2021 are included in this Counter Offer.

8 _____
9 The Buyer shall waive all contingencies by December 31, 2021 to allow Seller reasonable
10 time to terminate tenants lease rights to the property.

11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____

28 The attached N/A is/are made part of this Counter-Offer.
29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before November 5, 2021 5:00 PM
32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.

34 NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery
35 as provided at lines 30-33.

36 This Counter-Offer was drafted by Dane Checolinski, NAI Pfefferle on 10/29/2021.

37 _____ Licensee and Firm ▲
38 (k) Ryan Sorenson 11/4/21 Darlene Jakum 10/29/21
39 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
40 Print name ▶ Ryan Sorenson, Mayor Print name ▶ Darlene Jakum

41 (x) Meredith DeBruin 11/4/21 _____
42 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
43 Print name ▶ Meredith DeBruin, City Clerk Print name ▶ _____

44 This Counter-Offer was presented by _____ on _____
45 _____ Licensee and Firm ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

47 NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or
48 incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-
49 Offer by specifying the number of the provision or the lines containing the provision. In transactions involving
50 more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.

WB-44 COUNTER-OFFER

Counter-Offer No. 2 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 10/14/2021 and signed by Buyer City of Sheboygan
2 for purchase of real estate at 2601 North 15th Street, Sheboygan, WI 53083

3 _____ is rejected and the following Counter-Offer is hereby made.
4 CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple
5 counter-proposal unless incorporated by reference.

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: _____

7 Lines 8-9. The purchase price shall be \$165,000 (One Hundred Sixty-five Thousand dollars)

8 Lines 14-17. Shall read "All personal property left by the Seller as of the date of the closing"

9 Line 20. Shall be deleted.

10 Line 38. Seller's recipient for delivery shall be deleted and replaced with "Darlene Jakum"

11 Line 47. Delivery address for Seller shall be deleted and replaced with "5303 Lakeshore Rd., Sheboygan, WI 53083"

12 Line 53. E-mail address for Seller shall be deleted and replaced with "Jakums@yahoo.com cc; DaneC@NAIPfefferle.com"

13 Lines 67-68. Closing is to be no later than February 15, 2021.

14 Line 282 shall read "This offer is contingent upon Seller providing evidence sufficient to the Buyer no less than 10 days before
15 closing that there are no tenents with any lease rights to the property AND that all former tenants have entirely vacated the
16 premise. Failure to provide such evidence shall be considered a default by the Seller pursuant to Lines 396-412."

17 _____
18 The Buyer will have the opportunity to fully inspect the Property, is aware of certain problems and accepts the Property in
19 an "as is" condition, it being understood that Seller and Seller's agents make no representations or warranties pertaining to
20 the fixtures or state of repair of the Property or any of its systems and make no representations or warranties concerning
21 the environmental condition of the Property.

22 _____
23 _____
24 _____
25 _____
26 _____
27 _____

28 The attached N/A is/are made part of this Counter-Offer.
29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before November 12, 2021 5:00 PM
32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.

34 NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery
35 as provided at lines 30-33.

36 This Counter-Offer was drafted by City Attorney Charles C. Adams, City of Sheboygan on 10/28/21
37 _____ Licensee and Firm ▲ Date ▲

38 (x) Ryan Sorenson 10/28/21 (x) _____
39 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
40 Print name ▶ Ryan Sorenson, Mayor Print name ▶ Darlene Jakum

41 (x) Meredith DeBruin 10/28/21 (x) _____
42 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
43 Print name ▶ Meredith DeBruin, City Clerk Print name ▶

44 This Counter-Offer was presented by Dane Chokolaski, NAI Pfefferle on 10/29/21
45 _____ Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) DJ (Party's Initials) RS

47 NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or
48 incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-
49 Offer by specifying the number of the provision or the lines containing the provision. In transactions involving
50 more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by ~~Buyer~~/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 10/14/2021 and signed by Buyer _____ City of Sheboygan
2 for purchase of real estate at 2601 North 15th Street, Sheboygan, WI 53083

3 _____ is rejected and the following Counter-Offer is hereby made.
4 CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple
5 counter-proposal unless incorporated by reference.

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following:
7 Lines 8-9. The purchase price shall be \$200,000 (Two hundred thousand dollars)
8 Line 14-17. Shall read "All personal property left by the Seller as of the date of the
9 closing"

10 Line 20. Shall be deleted.

11 Line 28. Seller's receipt for delivery shall be deleted and replaced with "Darlene Jakum"

12 Line 47. Delivery address for Seller shall be deleted and replaced with "5303 Lakeshore
13 Rd., Sheboygan, WI 53083"

14 Line 53. E-mail delivery shall be deleted and replaced with "Jakums@Yahoo.com cc;
15 DaneC@NAIPfefferle.com"

16 Line 67-68. Closing is to be no later than December 15, 2021.

17
18 The Buyer will have the opportunity to fully inspect the Property, is aware of certain
19 problems and accepts the Property in an "as is" condition, it being understood that Seller
20 and Seller's agents make no representations or warranties pertaining to the fixtures or
21 state of repair of the Property or any of its systems and make no representations or
22 warranties concerning the environmental condition of the Property.

28 The attached _____ N/A _____ is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before October 22, 2021 5:00 PM

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.

34 NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery
35 as provided at lines 30-33.

36 This Counter-Offer was drafted by Dane Checolinski, NAI Pfefferle on 10/15/2021

37 _____ Licensee and Firm ▲
38 (x) Darlene Jakum 10/15/21
39 Signature of Party Making Counter-Offer ▲ Date ▲
40 Print name ▶ Darlene Jakum

(x) _____
Signature of Party Accepting Counter-Offer ▲ Date ▲
Print name ▶ Ryan Sorenson, Mayor

41 (x) _____
42 Signature of Party Making Counter-Offer ▲ Date ▲
43 Print name ▶

(x) _____
Signature of Party Accepting Counter-Offer ▲ Date ▲
Print name ▶ Meredith DeBruin, City Clerk

44 This Counter-Offer was presented by _____ on _____

45 _____ Licensee and Firm ▲ Date ▲
46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) RS

47 NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or
48 incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-
49 Offer by specifying the number of the provision or the lines containing the provision. In transactions involving
50 more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON October 14, 2021 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) (~~STRIKE THOSE NOT APPLICABLE~~)
3 **GENERAL PROVISIONS** The Buyer, City of Sheboygan
4 _____, offers to purchase the Property known as [Street Address] _____
5 2601 North 15th Street in the City _____
6 of Sheboygan _____, County of Sheboygan _____, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:
8 ■ PURCHASE PRICE: One Hundred Fifty Thousand and 00/100
9 _____ Dollars (\$ 150,000.00 _____).
10 ■ EARNEST MONEY of \$ 0 _____ accompanies this Offer and earnest money of \$ 15,000.00 _____ will be
11 mailed, or commercially or personally delivered within five (5) _____ days of acceptance to listing broker ~~or~~
12 _____.
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: None
16 _____
17 _____
18 All personal property included in purchase price will be transferred by bill of sale or _____
19 _____.
20 ■ NOT INCLUDED IN PURCHASE PRICE: No personal property shall be included in the sale.
21 _____
22 _____
23 CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded
24 by Seller or which are rented and will continue to be owned by the lessor.
25 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.
26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from
28 acceptance provide adequate time for both binding acceptance and performance.
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 October 29, 2021 _____. Seller may keep the Property on the market and accept
31 secondary offers after binding acceptance of this Offer.
32 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.
35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.
37 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): Dane Checolinski, NAI Pfefferle
39 Buyer's recipient for delivery (optional): Chad Pelishek, Director of Planning & Development
40 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) _____ Buyer: (_____) _____
42 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.
45 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: 3414 Mill Road, Sheboygan, WI 53083
48 Delivery address for Buyer: 828 Center Ave., Suite 208, Sheboygan, WI 53081
49 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): DaneC@naipfefferle.com
54 E-Mail address for Buyer (optional): chad.pelishek@sheboyganwi.gov
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 of Conditions Affecting the Property or Transaction (lines 181-215) ~~other than those identified in Seller's disclosure report dated _____~~
59 ~~and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer-~~
60 ~~signing this Offer and which is/are made a part of this offer by reference—~~ **COMPLETE DATES OR STRIKE AS APPLICABLE** and
61 _____

62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**

63 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
64 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real
65 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied
66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

67 **CLOSING** This transaction is to be closed no later than May 31, 2022
68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none
71 _____

72 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

75 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

77 Current assessment times current mill rate (current means as of the date of closing)

78 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
79 known, multiplied by current mill rate (current means as of the date of closing)

80

81 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially**
82 **different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling**
83 **or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

84 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
87 bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,
95 are _____

96 _____, Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of
105 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: _____

106 _____, If "Time
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
110 _____
111 _____
112 _____
113 _____
114 _____
115 _____

116 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

117 _____

118 _____ [insert proposed use and type and size of building, if applicable; e.g.

119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
 120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
 121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
 122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
 124 (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
 125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
 126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense,
 128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
 129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:

130 _____

131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
 132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

133 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
 134 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken)
 136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____

137 _____ **CHECK ALL THAT APPLY**, for the Property for its proposed use described
 138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
 139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller providing" if neither is
 141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not

142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
 143 acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
 144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
 145 the Property, the location of improvements, if any, and: _____

146 _____ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features
 147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
 148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
 149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.
 150 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map**
 151 **when setting the deadline.**

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
 153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
 154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
 155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
 156 void.

157 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
 158 _____ days of acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
 161 representations made prior to and in this Offer.

162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
 163 of all liens, other than liens to be released prior to or at closing.

164 Rent roll.

165 Other _____

166 _____

167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
 168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
 169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
 170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
 172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
 173 and any reproductions) to Seller if this Offer is terminated.

174 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
 175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
185 but not limited to gasoline and heating oil.
186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
190 nonconforming structures or uses, conservation easements, rights-of-way.
191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
192 assessments against the real property located within the district.
193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
194 or the present use of the Property.
195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
202 conditions and which is enforceable by the county.
203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
204 fences, walls, walls, driveways, signage or other shared usages; or leased parking.
205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
207 archeological artifacts on the Property.
208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
209 of a use-value conversion charge has been deferred.
210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 program.
213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
222 midnight of that day.

223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
225 the expected normal life of the premises.

226 (Definitions Continued on page 6)

227 IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

228 FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written
229 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this
230 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
231 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly
232 payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
233 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount
234 not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall
235 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
236 maintain the term and amortization stated above.

237 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.

238 FIXED RATE FINANCING: The annual rate of interest shall not exceed _____%.
239 ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed _____%. The initial interest rate shall be
240 fixed for _____ months, at which time the interest rate may be increased not more than _____% per year. The maximum
241 interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal and interest may be adjusted to
242 reflect interest changes.

243 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286
244 or in an addendum attached per line 479.

245 NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that
246 purpose.

247 ■ BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that
250 delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,
251 after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
252 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

253 CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER,
254 BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S
255 AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

256 ■ SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers
257 a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

258 ■ FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
259 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of
260 lender(s) rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days
261 to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain
262 in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer
263 authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

264 ■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's
265 funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written
266 verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage
267 financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for
268 purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this
269 Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

270 APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense
271 by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an
272 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless
273 Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not
274 equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

275 CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide
276 adequate time for performance.

277 **ADDITIONAL PROVISIONS/CONTINGENCIES** THIS OFFER IS CONTINGENT UPON FINAL APPROVAL BY THE _____
278 CITY OF SHEBOYGAN COMMON COUNCIL.

280 THE PURCHASE PRICE SHALL BE APPLIED FIRST TO UNPAID REAL ESTATE TAXES FOR THIS PROPERTY.

281 _____
282 _____
283 _____
284 _____
285 _____
286 _____

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 298 and state and federal guidelines, as applicable.

299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**
 300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**
 301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**
 302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
 314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
 315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
 316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
 317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

318 **EARNEST MONEY**

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
 320 is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an**
 322 **attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
 328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
346 _____

347 _____
348 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain
351 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use
352 other than the current use.

353 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE ONE~~ ("Seller's" if
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
362 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
366 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
367 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this
373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special charges for current
375 services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees
376 for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,
377 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street
378 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (~~Seller's~~) expense ~~STRIKE ONE~~
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

390 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
 397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
 398 remedies.

399 If Buyer defaults, Seller may:

- 400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If Seller defaults, Buyer may:

- 403 (1) sue for specific performance; or
 404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
 408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
 410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
 411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
 412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
 415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
 418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**
 420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
 422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
 423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
 424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
 426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
 427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
 428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and
 429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
 430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
 431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the
 433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
 436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
 438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
 439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
 440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
 441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
 442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
 443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**
 445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**
 446 **contingency.**

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
 448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
 449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

450 INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection (s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 451.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
458 inspection(s).

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

464 CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

465 RIGHT TO CURE: Seller (shall)(shall not) ~~STRIKE ONE~~ ("that" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____
475 _____

476 [INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR
477 PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.

479 ADDENDA: The attached _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] _____ City Attorney Charles C. Adams

481 _____ on October 14, 2021

482 Buyer Entity Name (if any): City of Sheboygan

483 (x) _____ Ryan Sorenson Mayor 10/14/2021
484 Buyer's Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

485 (x) _____ Meredith De Bruin City Clerk 10-14-2021
486 Buyer's Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

487 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____

489 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING
490 AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS
491 SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

492 Seller Entity Name (if any): _____

493 (x) _____
494 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

495 (x) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] Dane Cherolinski, NAI Pfefferle
498 _____ on 10-15-2021 at 1:00 a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____ 10-15-21
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

III

4.7

Res. No. 96 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
November 15, 2021.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2021 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1.

RESOLVED: That the 2021 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 1, which is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north, and Center Ave. on the south, and more particularly described as Blocks 105, 106, 127, 129, 130, 152 and the north one-half of Block 151, all in the Original Plat of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2022. Any payments received after May 1, 2022, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

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

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

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Sheboygan Municipal Code § 106-54, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

FAP

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2021, as is set forth in Sheboygan Municipal Code § 106-54.



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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 96-21-22 by Alderperson Mitchell and Filicky-Peneski

REPORT PREPARED BY: Finance Director-Treasurer Kaitlyn Krueger

REPORT DATE: November 16, 2021

MEETING DATE: November 22, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Revenues: N/A
Budgeted Expenditures: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Each year the City of Sheboygan assesses each parking district for its portion of expenses related to the operating and maintenance of off-street parking. Revenues for each district offset the expenses and any residual is assessed to the businesses in that district.

STAFF COMMENTS:

The assessment is calculated after all known expenses are entered into the accounting system and the financials are closed for the year.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 96-21-22 by Alderpersons Mitchell and Filicky-Peneski.

ATTACHMENTS:

- I. Res. No. 96-21-22

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 97-21-22 by Alderperson Mitchell and Filicky-Peneski

REPORT PREPARED BY: Finance Director-Treasurer Kaitlyn Krueger

REPORT DATE: November 16, 2021

MEETING DATE: November 22, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Revenues: N/A
Budgeted Expenditures: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Each year the City of Sheboygan assesses each parking district for its portion of expenses related to the operating and maintenance of off-street parking. Revenues for each district offset the expenses and any residual is assessed to the businesses in that district.

STAFF COMMENTS:

The assessment is calculated after all known expenses are entered into the accounting system and the financials are closed for the year.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 97-21-22 by Alderpersons Mitchell and Filicky-Peneski.

ATTACHMENTS:

- I. Res. No. 97-21-22

III

4.8

Res. No. 97 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
November 15, 2021.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2021 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2.

RESOLVED: That the 2021 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 2, which is that area of the City bounded by a line described as commencing at the SW corner of Virginia Ave. and Riverfront Dr., also described as the NE corner of Lot 1, Blk. 205 of the Original Plat of the City of Sheboygan, thence W. 240' along the S.L. of Virginia Ave. to the NW corner of Lot 4, Blk. 205, original Plat (O.P.), thence S. 273' along the W. lot line of Lots 4 and 9, Blk. 205, O.P., thence E. 50' at a right angle to the W. lot line of Lot 9, Blk. 205, O.P., thence S. 125' parallel with said lot line to the S.L. of New Jersey Ave., thence W. 50' along said S.L. to the W. lot line of Lot 4, Blk. 211, O.P., thence S. 90' along said lot line, thence E. 103.12' at a right angle to said lot line to the Wly line of Riverfront Dr., thence SWly 246.89' along said Wly line to an intersection with the W. lot line of Lot 9, Blk. 211. O.P., and the N.L. of Maryland Ave., as originally platted, thence 60' S. to the S.L. of Maryland Ave., thence 60' E. along the said S.L. to the W. lot line of Lot 3, Blk. 234, O.P., thence S. 145', more or less, along said lot line to the NWly shore of the Sheboygan River, thence NELY downstream along said shore to the N.L. of Virginia Ave., thence W. 245', more or less, along said N.L. to the E.L. of Riverfront Dr., thence 80' S. along extension of said E.L. to the S.L. of Virginia Ave., thence 66' W. along said S.L. to the point of beginning, being a part of the NE 1/2 of the NW 1/4 of Sec. 26, T15N, R23E.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2022. Any payments received after May 1, 2022, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.


FAP

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

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

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Sheboygan Municipal Code § 106-90, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2021, as is set forth in Sheboygan Municipal Code § 106-90.



Handwritten signature of Timothy Quast, Mayor of Sheboygan, Wisconsin, written over a horizontal line.

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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 98-21-22 by Alderperson Mitchell and Filicky-Peneski

REPORT PREPARED BY: Finance Director-Treasurer Kaitlyn Krueger

REPORT DATE: November 16, 2021

MEETING DATE: November 22, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Revenues: N/A
Budgeted Expenditures: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Each year the City of Sheboygan assesses each parking district for its portion of expenses related to the operating and maintenance of off-street parking. Revenues for each district offset the expenses and any residual is assessed to the businesses in that district.

STAFF COMMENTS:

The assessment is calculated after all known expenses are entered into the accounting system and the financials are closed for the year.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 98-21-22 by Alderpersons Mitchell and Filicky-Peneski.

ATTACHMENTS:

- I. Res. No. 98-21-22

III

4.9

Res. No. 98 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
November 15, 2021.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2021 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4.

RESOLVED: That the 2021 cost of operating and maintaining, and prorated acquisition costs of the off-street parking facilities within the Parking Assessment District No. 4 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 4, which is that area of the City bounded by a line described as commencing at the intersection of the centerline of S. 12th St. with the S. r.o.w. of Clara Ave., thence W. to the NW corner of Lot 1, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of Lot 48, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 46, Blk. 6, Assessment Subd. No. 19, thence W. to the SE corner of said Lot 46, thence S. to the SW corner of Lot 43, Blk. 6, Assessment Subd. No. 19, thence W. to the NW corner of Lot 40, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of said lot, thence E. to the NE corner of Lot 39, Blk. 6, Assessment Subd. No. 19, thence S. to the SE corner of Lot 35, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 2, Blk. 7, Assessment Subd. No. 19, thence N. to the NE corner of said Lot 2, thence E. to the NE corner of Lot 1, Blk. 7, Assessment Subd. No. 19, thence S. along the E.L. of said Lot 1 to a point in said E.L. opposite the Wly extension of the S.L. of Lot 17, Blk. 8, Assessment Subd. No. 19, thence E. to the SE corner of said Lot 17, thence N. to the NE corner of Lot 15, Blk. 8, Assessment Subd. No. 19, thence N. along said centerline to point of beginning.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2022. Any payments received after May 1, 2022, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

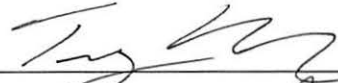
BE IT FURTHER RESOLVED: That the Finance Department shall prepare a report in accordance with Wis. Stat. § 66.0703(4) and (5), and that such report shall contain the following information:


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

F4P

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Sheboygan Municipal Code § 106-159, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2021, as is set forth in Sheboygan Municipal Code § 106-159.





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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 99-21-22 by Alderperson Mitchell and Filicky-Peneski

REPORT PREPARED BY: Finance Director-Treasurer Kaitlyn Krueger

REPORT DATE: November 16, 2021

MEETING DATE: November 22, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Revenues: N/A
Budgeted Expenditures: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Each year the City of Sheboygan assesses each parking district for its portion of expenses related to the operating and maintenance of off-street parking. Revenues for each district offset the expenses and any residual is assessed to the businesses in that district.

STAFF COMMENTS:

The assessment is calculated after all known expenses are entered into the accounting system and the financials are closed for the year.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 99-21-22 by Alderpersons Mitchell and Filicky-Peneski.

ATTACHMENTS:

- I. Res. No. 99-21-22

III

4.10

Res. No. 09 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
November 15, 2021.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2021 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5.

RESOLVED: That the 2021 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 5, which is that area of Lots 1 through 9 and Lot 11, South Pier Subdivision, of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2022. Any payments received after May 1, 2022, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

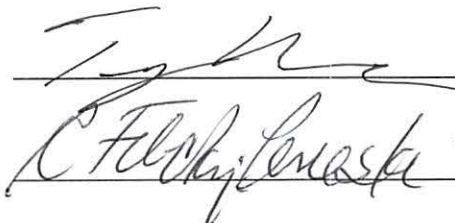
BE IT FURTHER RESOLVED: That the Finance Department shall prepare a report in accordance with Wis. Stat. § 66.0703(4) and (5), and that such report shall contain the following information:

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

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Sheboygan Municipal Code § 106-175, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

FAP

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2021, as is set forth in Sheboygan Municipal Code § 106-175.



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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 100-21-22 by Alderpersons Mitchell and Filicky-Peneski to authorize the appropriate City Officials to enter into contract with Showcase Painting of Sheboygan for refinishing of the entire exterior of the Shoreline Metro Building and the storage building adjacent thereto.

REPORT PREPARED BY: Bernard R. Rammer Purchasing Agent

REPORT DATE: November 18, 2021

MEETING DATE: November 22, 2021

FISCAL SUMMARY:

Budget Line Item:	65193120-641100	Wisconsin	N/A
Budget Summary:	Shoreline Metro Fund	Statutes:	
Budgeted Expenditure:	\$ 50,000.00	Municipal Code:	N/A
Budgeted Revenue:	N/A		

STATUTORY REFERENCE:

BACKGROUND / ANALYSIS:

The Shoreline Metro building was last re-painted in 1995 and is in need of refinishing. The City of Sheboygan issued a Request for Bids for the project in early fall of 2021.

STAFF COMMENTS:

The project will refinish all exterior surfaces of the main building and the adjacent storage building. This includes the steel siding, Masonry walls, Exposed aggregate trim panel on the front of the building as well as the overhead and pedestrian doors.

Due to weather and material availability, the project will be completed in the Spring of 2022.

ACTION REQUESTED:

A Motion to recommend that the Council approve Resolution # 100-21-22 to authorize the appropriate City Officials to enter into contract with Showcase Painting of Sheboygan for the complete exterior refinishing of the Shoreline Metro Main Building and adjacent storage building to be completed in 2022 at a cost of \$ 50,000.00

ATTACHMENTS:

- I. Res # 100-21-22

III

Other Matters

7.2

Res. No. 100 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
November 15, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Showcase Painting and Drywall, LLC for exterior refinishing of the Shoreline Metro Building.

WHEREAS, Shoreline Metro included funding in the 2021 Budget to refinish the exterior of both the main building and storage building located at 608 South Commerce Street; and

WHEREAS, the City issued a Request for Bids for this work and received bids from three contractors; and

WHEREAS, upon review of the bids received, the City has determined that the low bid - submitted by Showcase Painting and Drywall, LLC ("Showcase Painting") - meets all of the Specifications required in the Request for Bids; and

WHEREAS, the City included the refinishing of the adjacent storage building as an option in the Request for Bids, and has determined there is sufficient funding to complete this work; and

WHEREAS, Showcase Painting's bid amount - including the optional storage building - was \$50,000; and


WHEREAS, the City recognizes that the exterior refinishing of the mail building and the storage building will not be completed in 2021 due to both the onset of winter and challenges associated with sourcing of materials due to the COVID-19 pandemic; and

WHEREAS, the City is comfortable with the project being completed in 2022, pursuant to the terms of the attached contract.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into the attached contract with Showcase Painting for the Work.

FAP

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds pursuant to the terms of the attached contract, not to exceed \$50,000.00, from Account No. 65193120-641100.



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
SHOWCASE PAINTING & DRYWALL, LLC**

REGARDING EXTERIOR PAINTING AT SHORELINE METRO

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”), a municipal corporation, and Showcase Painting & Drywall, LLC (“Contractor”).

WITNESSETH:

WHEREAS, the City is the owner of the Shoreline Metro Administration and Maintenance Facility at 608 South Commerce Street (the “Administration and Maintenance Facility”); and

WHEREAS, the City wishes to have the Building Exterior cleaned and repainted and other related work completed at the Administration and Maintenance Facility; and

WHEREAS, the City issued Request for Bids # 2003-21 to obtain bids from qualified providers of the services needed to complete cleaning, painting, and other related work (the “Services”); and

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

WHEREAS, a copy of the Bid is attached to this Agreement as Exhibit 1; and

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

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

Article 1. Scope of Services

The Request for Bids and Addendum #1 to the Request for Bids for the Repainting Project is attached to this Contract as Exhibit 2. The quantities shown in Exhibit 2 are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

Contractor shall complete the Services necessary to refinish the exterior at the Administration and Maintenance Facility and adjacent storage building pursuant to the requirements set forth in Exhibit

2. This includes the provision of all necessary labor, equipment, materials, licenses, permits¹, and travel expenses.

Contractor shall provide an itemized material list to the City's Representative. The City will provide a tax-exempt certificate to Contractor for any approved purchase made by Contractor from vendors related to the Services.

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 Services under this Agreement.

Article 3. City's Representative

The City designates Bernie Rammer and Derek Muench as its Representatives for purposes of this Agreement. If the City's Representatives deems it appropriate, the City's Representatives may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

For purposes of this Agreement, the Recipient's CEO is Derek Muench.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$50,000.00. This includes both the work covered by the Base Bid and the Option.

Invoices shall be sent via first class mail postage prepaid not more than once per month. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. The invoice shall be based on the percentage of the Services described in Article 1 completed. The invoice shall be sent to:

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

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.

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

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

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.
- Reasonable doubt that this Agreement can be completed for the balance then unpaid.

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

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds

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 fifteen (15) days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in a format acceptable to the City's Representative, in the amount of one hundred percent (100%) of the contract amount.

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

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

Article 7. Schedule

Contractor shall commence work after receiving a Notice to Proceed from the City's Representative. The Parties recognize that the necessary supplies to complete the Services are currently in short supply. Contractor agrees to use its best efforts to obtain the necessary supplies in sufficient quantities to complete the Services promptly. The Parties recognize that Contractor will not begin the Services until 2022.

Contractor shall commence work as quickly as possible upon receiving a Notice to Proceed from the City's Representative, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed. Contractor shall complete the Services within 120 calendar days or within such extra time as may have been allowed by a mutually agreed extension from when it commences work (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

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.

Article 8. Liquidated Damages

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

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

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

Article 9. Workmanship and Quality of Materials

Contractor's Warranty for the Services is set forth in Exhibit 2.

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 10. Safety Requirements

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

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

Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 11. Access to Records and Construction Site

Contractor will retain, and will require its approved subcontractors to retain, complete and readily accessible records related in whole or in part to this Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Contractor will comply with the record retention requirements in 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts, and reports required under this Agreement for a period of not less than seven (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 be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

Contractor shall provide sufficient access to FTA, the U.S. Comptroller General, the City, and the contractors of those entities to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

Contractor shall permit FTA, the U.S. Comptroller General, the City, and the contractors of those entities access to the sites of performance under this Agreement as reasonably may be required.

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, and that Contractor must defend and hold the City harmless from liability under that law.

Article 12. Termination

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

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, five (5) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

For the avoidance of doubt, the specific remedies identified in this Article 12 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 13. Default

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

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

- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of five (5) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 14. Identity of Contractor

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

Article 15. Independent Contractor Status

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

Article 16. Indemnification

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

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

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

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses

of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 17. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

- a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements for all workers on this Agreement. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- b. Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance. The Commercial General Liability Insurance coverage shall include operations, contractor's protective insurance, products coverage and completed operations, and contractual coverage, with policy limits of:
 - i. General Policy Limit: a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - ii. Bodily Injury: a policy limit of at least \$1,000,000 per person and \$2,000,000 in the aggregate.
 - iii. Property Damage: a policy limit of at least \$500,000 per occurrence and \$500,000 in the aggregate.
- c. Automobile Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Comprehensive Automobile Liability and Property Damage to cover the operation of owned, hired, and non-owned motor vehicles. The Automobile Insurance shall have policy limits of at least:
 - i. Bodily Injury: a policy limit of at least \$1,000,000 per person.
 - ii. Property Damage: a policy limit 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 thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin
828 Center Ave., Suite 110
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

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

Article 18. Conflict of Interest

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

Article 19. Waiver

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

Article 20. Severability

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

Article 21. Assignment

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

Article 22. Third Party Rights

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 23. Governing Law and Venue

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

Article 24. Non-Discrimination 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, including complying with all applicable equal employment opportunity requirements of U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Article 25. Compliance with Laws

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

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 26. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Contractor:

City Clerk	Showcase Painting & Drywall, LLC
City of Sheboygan	1919 North 18 th Street
828 Center Ave.	Sheboygan, WI 53081
Sheboygan, Wisconsin 53083	

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

Article 27. Intent to be Bound

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

Article 28. Force Majeure

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

Article 29. Integration and Modification

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

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

1. This Agreement and its Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. All Addenda to the Request for Bids
5. All Other Submittals by Contractor
6. The Performance and Payment Bonds

(collectively “the Contract”).

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

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

Article 30. Non-Collusion

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

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

Article 31. Federal Provisions

The City is funding this project with federal funds. As such, federal law requires the inclusion of certain provisions in this Agreement and in any agreement between the Contractor and an approved subcontractor. Contractor agrees that all of the provisions referenced in this Article 31 will be incorporated into any agreement between the Contractor and any approved subcontractor.

1. An Addendum of Federal Provisions was included in the Bid Documents. For the sake of clarity, that Addendum is attached to this Agreement as Exhibit 3. Each of those provisions applies to this Agreement.
2. The Access to Records and Construction Site Clause in Article 11 will be incorporated into any agreement between the Contractor and any approved subcontractor.
3. The Nondiscrimination Clause in Article 24 will be incorporated into any agreement between the Contractor and any approved subcontractor.

Additionally, the following provisions also apply:

1. Disadvantaged Business Enterprise
 - a. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. This requirement is in addition to all other equal opportunity employment requirements of this Agreement. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this

Agreement or such other remedy as the City deems appropriate, which may include, but is not limited to:

- i. Withholding monthly progress payments;
 - ii. Assessing sanctions;
 - iii. Liquidating damages; and/or
 - iv. Disqualifying the contractor from future bidding as non-responsible.
 - b. The Contractor shall pay approved subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the City makes to Contractor.
 - c. Contractor shall provide the City access to necessary records to examine information as the City deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contracts between the Contractor and other DBE parties entered into during the life of the Agreement.
 - d. Contractor shall permit authorized representatives of the City, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of Contractor relating to its performance with respect to this provision.
 - e. All data and records pertaining to DBE shall be maintained in accordance with Article 11 of this Agreement.
2. Prevailing Wage and Anti-Kickback
 - a. Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects.
 - b. Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144 and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The applicable Prevailing Wage Determination for this Agreement is WI20200016 (Modification # 2), a copy of which is attached to this Agreement within Exhibit 2. In addition, the Contractor agrees to pay wages not less than once a week.
 - c. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
3. Contract Work Hours and Safety Standards
 - a. Contractor shall comply with the Contract Work Hours and Safety Standards (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided

that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

- b. In the event of a violation of this provision, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of overtime wages required by this clause.
 - c. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this provision.
 - d. The Contractor shall insert in any subcontracts the clauses set forth in this provision and also a clause requiring any approved subcontractor to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any approved subcontractor or lower tier subcontractor with the clauses set forth in this provision.
4. Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- a. Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.
 - b. Contractor shall verify that its principals, affiliates, and approved subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
 - i. Debarred from participation in any federally assisted Award;
 - ii. Suspended from participation in any federally assisted Award;
 - iii. Proposed for debarment from participation in any federally assisted Award;
 - iv. Declared ineligible to participate in any federally assisted Award;
 - v. Voluntarily excluded from participation in any federally assisted Award; or
 - vi. Disqualified from participation in any federally assisted Award.
 - c. Contractor certifies as follows:
 - i. The certification in this clause is a material representation of fact relied upon by the recipient.

- ii. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C throughout the period of this Agreement.
 - e. Contractor agrees to include a provision requiring compliance in its lower tier covered transactions.
- 5. Safe Operation of Motor Vehicles
 - a. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or the City.
 - b. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.
- 6. Clean Air Act and Federal Water Pollution Control Act
 - a. Contractor will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or the Federal Water Pollution Control Act. Any violation will be reported to the FTA and the Regional Office of the U.S. EPA.
 - b. Specifically, Contractor agrees:
 - i. It will not use any violating facilities;
 - ii. It will report the use of facilities placed or likely to be placed on the U.S. EPA “List of Violating Facilities”;
 - iii. It will report violations of use of prohibited facilities to FTA; and
 - iv. It will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401 – 7671q), and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

Article 32. Other Provisions

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City’s Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City’s Representative.

3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 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. Cooperation with Bay Lake Regional Planning Commission. The City has separately contracted with the Bay Lake Regional Planning Commission (“Bay Lake”) for prevailing wage compliance monitoring services. Contractor shall work closely and cooperate with Bay Lake to assure that all payroll is compliant with the Prevailing Wage requirements.
6. Definitions.
 - a. Final Acceptance: The event that occurs when Contractor issues to the City or the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.
 - b. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.

- c. Final Payment: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.

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

CITY OF SHEBOYGAN, WISCONSIN

CONTRACTOR

BY: _____
Ryan Sorenson, Mayor

BY: _____
Michael Gabrielse, President

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

EXHIBIT 1

BID
Shoreline Metro Administration Building
Exterior Building Refinishing

Bids Due: 1:00 PM, Thursday September 23, 2021

To: City of Sheboygan Finance Department
Attn: Bernard Rammer
828 Center Avenue
Sheboygan, WI 53081

Company SHOWCASE PAINTING EDEY WALL

Address 1919 N. 18TH ST. County SHEBOYGAN Zip 53081

hereby agrees to provide all necessary permits, travel, equipment, labor and materials as specified within the bid documents for the complete, turn-key refinishing of all exterior wall, door and trim surfaces as Specified:

BASE BID: Exterior Refinishing- Main Facility

For the sum of ~~45~~ FORTY-FIVE THOUSAND EIGHT HUNDRED Dollars and
ZERO cents

\$ 45,800

OPTION: Exterior Refinishing-Steel Storage Building

For the sum of FOUR THOUSAND TWO HUNDRED Dollars and
ZERO cents

\$ 4,200

RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda number

Addenda # 1 dated 9-20-2021

Addenda # 2 dated _____

Addenda# 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.

Company Name) SHOWCASE PAINTING & DAYWALL

(Telephone) (920)207-6262

(Email) MGABRZELSE@SHOWCASEPAINTING.NET

(Name of person signing) MICHAEL J. GABRIELSE

(Title) PRESIDENT

Signature 

Date 9-20-2021

Federal ID Number 20-2028877

Duns Number _____

Cage Code _____

Showcase Painting & Drywall Inc
 1919 North 18th street

(920) 452-0901

Estimate

Date	Estimate No.
9/20/2021	6588

Name/Address
Bernard Rammer 508 New York Ave Sheboygan, WI 53081-4126

Project
Shoreline Metro 9-2021

Item	Description	Qty	Total
Painting	Power washing of building where it is needed. The typical north side of the property is moldy and in need. Any grout that falls out from the water blasting to be filled with urethane caulking. Overhead doors to be extended down and install cleaners prior to power washing to remove carbon based residues. Hollow metal doors frames/systems to be prepped by sanding and solvent wiping. Painting of hollow metal and overheads to white. Interiors of hollow metal door systems to be painted. Only the exterior of the overheads to be painted. Flashings to be masked and not painted. Masking complete of Shoreline Metro signage prior to spraying. Painting of body of entire building to one color with Sherwin Williams bond plex paint. Painting of the stone fascade to another color per meeting/addenda for office. The underside of the soffit is in very poor shape. Per meeting we will scrape what is loose and install clear extreme bond primer to solidify the substrate prior to two coats of finish paint.	1	45,800.00
Painting	Exterior steel out building. Spraying of body of the building and hand application of the overhead, man door and trim as per current color scheme. Colors to be selected by City of Sheboygan.	1	4,200.00

Total

Thank you for giving us the opportunity to write up an estimate for your project. If any questions should arise, don't hesitate to give us a call (920) 452-0901. Thank you again for your time.

Showcase Painting & Drywall Inc
 1919 North 18th street

(920) 452-0901

Estimate

Date	Estimate No.
9/20/2021	6588

Name/Address
Bernard Rammer 508 New York Ave Sheboygan, WI 53081-4126

Project
Shoreline Metro 9-2021

Item	Description	Qty	Total
Notes	With our current schedule for the fall we would not be able to complete it more than likely in 2021. The conditions to complete with cooler weather and more dew/precipitation will drive costs up as well rather than doing it with better weather. Better weather will also result in a more durable product for the longevity of the coatings. Product shortages of the bond plex is another concern for completing this in 2021. We have extensive experience and very high end results with this product so a substitute for it would not be entertained. We have been painting Rockline across the street a section at a time for the last ten years with perfect results. Man lifts to be utilized for project and plywood to be used to limit damage to landscape from the weight of the unit. There will be some minor damage but this will help or there will be ruts all over the landscape. We will need the assistance of the staff for moving things as needed during the completion of the work to avoid overspray situations.		0.00
Notes	Sherwin Williams Bond Plex data sheet included for reference. Spec for project is not good enough. This product will far exceed Diamond Vogel Perma-cryl and is also twice the cost.		0.00
Total			\$50,000.00

Thank you for giving us the opportunity to write up an estimate for your project. If any questions should arise, don't hesitate to give us a call (920) 452-0901. Thank you again for your time.

Bond-Plex® Waterbased Acrylic Coating

B71W00211 Extra White, B71T00204 Clear Tint Base, B71S00200 Aluminum



**SHERWIN
WILLIAMS.**

CHARACTERISTICS

BOND-PLEX WATERBASED ACRYLIC COATING is a single component, waterborne acrylic, adhesion promoting coating formulated for direct application to pre-finished metal siding. Suitable for interior or exterior use.

Features:

- Outstanding adhesion
- Eliminates the use of a primer over certain pre-finished siding
- Outstanding application characteristics
- Suitable for use in USDA inspected facilities

For use over properly prepared pre-finished siding:

- Fluorocarbons (Kynar®)
- Polyester Polymers
- Silicone Polyesters

Recommended for:

- Light industrial
- Pre-Finished Siding
- Manufacturing Facilities & New Construction

Finish: 15-25* @85° Low Sheen
Aluminum 70* @60° Gloss
Color: Many colors

Recommended Spreading Rate per coat:

Extra White B71W00211 (may vary by color)
Wet mils: 5.0-10.0
Dry mils: 2.0-4.1
Coverage: 160-328 sq.ft. per gallon
Theoretical Coverage: 657 sq. ft. per gallon @ 1 mil dry

Approximate spreading rates are calculated on volume solids and do not include any application loss.

Note: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 5.0 mils wet, @ 50% RH:

Drying, and recoat times are temperature, humidity, and film thickness dependent.

	@50°F	@77°F	@120°F
To touch	1.5 hrs.	45 minutes	20 minutes
To handle	6 hrs.	4 hrs.	2 hrs.
To recoat	8 hours	4 hrs.	2 hrs.

Tinting with CCE:

Base	oz.per gallon	Strength
Extra White	0-4	SherColor
Clear Tint Base	10-12	SherColor

Do Not Tint Aluminum

Extra White B71W00211
(may vary by base)

V.O.C. (less exempt solvents):

less than 50 grams per litre; 0.42 lbs. per gallon
Aluminum 97 grams per litre; 0.81 lbs. per gallon

As per 40 CFR 59.406

Volume Solids: 41 ± 2%
Weight Solids: 55 ± 2%
Weight per Gallon: 10.90 lb

Flash Point: N.A.
Vehicle Type: Acrylic

Shelf Life: 36 months, unopened
Aluminum 12 months

COMPLIANCE

As of 08/11/2021, Complies with:

OTC	Yes
OTC Phase II	Yes
S.C.A.Q.M.D.	Yes
CARB	Yes
CARB SCM 2007	Yes
CARB SCM 2020	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	No
LEED® v4 & v4.1 V.O.C.	Yes
EPD-NSF® Certified	No
MIR-Manufacturer Inventory	No
MPI®	No

APPLICATION

Temperature:
minimum 50°F / 10°C
maximum 120°F / 49°C
air, surface, and material

Relative humidity: At least 5°F above dew point
85% maximum

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer: Water

Airless Spray:
Pressure 2400 p.s.i.
Hose 1/4-3/8 inch I.D.
Tip .017 - .019 inch
Filter 60 mesh

Conventional Spray:
Gun Binks 95
Fluid Nozzle 66
Air Nozzle 63 PB
Atomization Pressure 60 p.s.i.
Fluid Pressure 25 p.s.i.
Reduction: As needed up to 10% by volume
Brush Nylon-polyester
Roller Cover 1/4 inch woven

If specific application equipment is listed above, equivalent equipment may be substituted.

Apply paint at the recommended film thickness and spreading rate as indicated. Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance. Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness, or porosity of the surface, skill, and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, over thinning, climatic conditions, and excessive film build.

Always check compatibility of the previously painted surface with the new coating by applying a test patch of 2-3 square feet. Allow to dry thoroughly for 1 week before checking adhesion.

Mix paint thoroughly to a uniform consistency with slow speed power agitation prior to use.

Stripe coat crevices, welds, and sharp angles to prevent early failure in these areas. When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

During the early stages of drying, the coating is sensitive to rain, dew, high humidity and moisture condensation. Plan painting schedules to avoid these influences during the first 16-24 hours of curing.

SPECIFICATIONS

Pre-Finished Siding: Fluorocarbon, Silicon Polyester, Polyester Polymers:

1-2 coats Bond-Plex Waterbased Acrylic
or
1 coat DTM Bonding Primer
1-2 coats Bond-Plex Waterbased Acrylic

Previously Painted, Hard, Slick or Glossy Surfaces:

1-2 coats Bond-Plex Waterbased Acrylic
or
1 coat DTM Bonding Primer
1-2 coats Bond-Plex Waterbased Acrylic

Pre-Finished Siding: Fluorocarbon, Silicon Polyester, Polyester Polymers:

1 coat Bond-Plex Waterbased Acrylic
1-2 coats Acceptable topcoat

Previously Painted, Hard, Slick or Glossy Surfaces:

1 coat Bond-Plex Waterbased Acrylic
1-2 coats Acceptable topcoat

Acceptable topcoats:

Pro Industrial Acrylic
Pro Industrial DTM Primer/Finish
Pro Industrial Multi-Surface Acrylic
Bond-Plex WB Acrylic
Metalatex Semi-Gloss
Sher-Cryl HPA

Always check compatibility of the previously painted surface with the new coating by applying a test patch of 2-3 square feet. Allow to dry thoroughly for 1 week before checking adhesion.

The systems listed above are representative of the product's use, other systems may be appropriate.

Other primers may be appropriate.

Bond-Plex

Waterbased Acrylic Coating

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

When cleaning the surface per SSPC-SP1, use only an emulsifying industrial detergent, followed by a water rinse.

Do not use hydrocarbon solvents for cleaning.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer-sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Prefinished Siding Fluorocarbon, Sillcon Polyester, Polyester Polymers- Remove oil, grease, dirt, oxides, and other contaminants from the surface by cleaning per SSPC-SP1 or water blasting per NACE Standard RP-01-72 (caution: excessive blasting pressure may cause warping, use caution). Always check for compatibility of the previously painted surface with the new coating by applying a test patch of 2 - 3 square feet. Allow to dry thoroughly for 1 week before checking adhesion.

Previously Painted Surfaces - If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Always check compatibility of the previously painted surface with the new coating by applying a test patch of 2-3 square feet. Allow to dry thoroughly for 1 week before checking adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

SURFACE PREPARATION

Mildew- Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

PERFORMANCE

B71W00211 Bond-Plex @ 4.0 mils D.F.T
(unless otherwise noted)

Abrasion Resistance:

Method: ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load
Results: 90.03 mg loss

Adhesion:

Method: ASTM D4541
Results: 1477 p.s.i.

Corrosion Weathering¹:

Method: ASTM D5894, 5 cycle
Results: Rating 8.5 for rusting;
Rating 10 for blistering

Direct Impact Resistance:

Method: ASTM D2794
Results: greater than 176 in. lb

Dry Heat Resistance:

Method: ASTM D2485
Results: 200°F/93°C

Flexibility:

Method: ASTM D522, 180° bend, 1/4" mandrel
Results: Pass

Humidity Resistance:

Method: ASTM D4585, 1443 Hours
Results: Rating 10 for rusting;
Rating 10 for blistering

Pencil Hardness:

Method: ASTM D3363
Results: 1.5B

Salt Fog Resistance¹:

Method: ASTM B117, 274 hours
Results: Rating 8 per for rusting;
Rating 8D for blistering

¹ with 1 coat Pro-Cryl & 1 coat Bond-Plex

SAFETY PRECAUTIONS

Before using, carefully read **CAUTIONS** on label. Refer to the Safety Data Sheets (SDS) before use.

FOR PROFESSIONAL USE ONLY.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

CLEANUP INFORMATION

Clean spills, splatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

HOTW	08/11/2021	B71W00211	26 43
HOTW	08/11/2021	B71T00204	22 46
HOTW	08/11/2021	B71S00200	21 97

**REQUEST FOR
SEALED BIDS
SHORELINE METRO
TRANSPORTATION
Building Exterior
Painting**



THIS PROJECT IS BEING FUNDED THROUGH THE FEDERAL TRANSPORTATION ADMINISTRATION AND IS SUBJECT TO THE SPECIFIC TERMS AND CONDITIONS INCLUDED WITH AND MADE PART OF THE BID DOCUMENTS TITLED *FEDERAL CLAUSES FOR PURCHASES GREATER THAN \$10,000*

City of Sheboygan
Request for Bids 2003-21
Exterior Repainting of Shoreline Metro Transportation Building

Bids will be received by the City of Sheboygan Purchasing Agent until 1:00 p.m. Local Time, **Thursday September 23, 2021** for the refinishing of the entire building exterior of the Shoreline Metro Transportation Administration Building as well as an optional outlying storage garage located at 608 South Commerce Street, Sheboygan , WI 53081. as well as a storage structure on the property.

In order to be considered, sealed Bids, on approved forms, are to be received no later than the date and time above in the office of the Purchasing Agent, City of Sheboygan Finance Dept. 828 Center Avenue, Sheboygan WI 53081. Those having questions should contact the Purchasing Agent for additional details.

A single contract will be awarded for providing all permits, labor, equipment, and materials and travel to complete the project.

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.

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 90 days following the due date.

Attention is called to the fact that this project is funded through the Federal Transportation Administration and the Contractor as well as any Sub-Contractors will be required to pay not less than the Prevailing wages rates, as published by the United States Department of Labor -System for Award Management. A copy of determination # WI 20210016 Modification # 2 is included in the bid documents. The bidder's attention is also called to the Notice for the Requirement of Affirmative Action to insure Equal Employment Opportunity for employment of women and minorities in the project area. In addition, it is the policy for this project that minority business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funding under this agreement.

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems

appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

All bidders shall be required to file or have on file a valid Bidder's Proof of Responsibility form with the Engineering Division, City of Sheboygan, **not less than five (5) days prior to the time of opening of these bids.** Only bidders who have demonstrated their qualifications to perform the work will be permitted to bid. **Forms are included in the contract documents.**

A **Mandatory** pre-bid conference will be held on **Tuesday September 14, 2021 at 10:00 AM at Shoreline Metro.** Attendees are to meet on the West Side of the Building near the fuel tank. Social distancing will be observed during the conference. In order to be considered, all bidders must have a representative in attendance at the pre-bid conference

The successful contractor shall maintain, and furnish a certificate of insurance 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.

During the term of the contract, the General Contractor as well as any Sub-Contractors will be expected to work closely with the City's third-party provider of prevailing wage compliance monitoring, The Bay Lake Regional Planning Commission is the provider of these services.

The contract document will accompany a City of Sheboygan Purchase Order referencing the terms and conditions of the bid documents.

All bids received shall remain in force for not less than (90) Ninety days following the bid due date.

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, cancel this solicitation, to waive informalities in the bidding process, or to accept any bid considered most advantageous to the County of Sheboygan.

Bernard R. Rammer
Purchasing Agent

1.1GENERAL

- 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 Exterior Refinishing of the Shoreline Metro Building" 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 be required to be submitted with the bid.

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 90 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.
- B. A Performance and Payment Bond, in an amount not less than 100 percent (100%) of the contract amount will be required and provided within (10) days of receipt of the notice to proceed.

1.7 NOTICE OF ASBESTOS AND LEAD BASED PAINT

- A. Asbestos is not expected to be encountered by the contractor during the performance of this work.
- B. As the Building was constructed in 1975, Lead Based Paint *may* be Present on the exterior surfaces of the building.
- C. Contractor is responsible to take any and all precautions necessary during preparation of surfaces potentially coated with Lead Based Paint and to assure these materials are handled in accordance with the law.

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.
- C. The City has contracted with a third party to provide weekly payroll monitoring to assure compliance with Federal Guidelines related to prevailing wage rates. The Contractor will be expected to work closely with the third-party concern during the project to assure that all payroll is compliant with the regulations.
- D. Any interruption in traffic flow in or out of the building is to be carefully planned in advance. Contractor shall take all measures necessary to assure Ingress and egress of buses and/or pedestrians is not interrupted unless planned in advance.
- E. All employees of the Contractor and his or her Sub-Contractors working on-site shall be subject to a criminal background check. Forms will be provided by

the Owner. Contractor agrees to supply the owner with the completed forms in a timely manner following receipt and prior to the start of work by the subject employee.

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.

The Owner anticipates commencement of work in 3rd Quarter 2021 or as soon as possible following contract ratification.

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.

1.11 Prevailing Wage and Anti-Kickback

- a. Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects.
- b. Contractor will comply with the Davis-Bacon Act, 40 U.S.C. § 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week.
- c. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

2. Safe Operation of Motor Vehicles

- a. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or the City.
- b. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver

owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

1.12

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
5. Definitions.
 - a. Final Acceptance: The event that occurs when Contractor issues to the City or the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.
 - b. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.
 - c. Final Payment: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.

BID
Shoreline Metro Administration Building
Exterior Building Refinishing

Bids Due: 1:00 PM, Thursday September 23, 2021

To: City of Sheboygan Finance Department
Attn: Bernard Rammer
828 Center Avenue
Sheboygan, WI 53081

Company _____

Address _____ County _____ Zip _____

hereby agrees to provide all necessary permits, travel, equipment, labor and materials as specified within the bid documents for the complete, turn-key refinishing of all exterior wall, door and trim surfaces as Specified:

BASE BID: Exterior Refinishing- Main Facility

For the sum of _____ Dollars and

_____ cents

\$ _____

OPTION: Exterior Refinishing-Steel Storage Building

For the sum of _____ Dollars and

_____ cents

\$ _____

RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda number

Addenda # 1 dated _____

Addenda # 2 dated _____

Addenda# 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.

Company Name) _____

(Telephone) _____

(Email) _____

(Name of person signing) _____

(Title) _____

Signature _____

Date _____

Federal ID Number _____

Duns Number _____

Cage Code _____

PROJECT SUMMARY

BASE BID

This project involves the complete cleaning and inspection of all exterior wall, door and trim surfaces in preparation to receive new coatings. In addition , all surfaces are to be prepared to repair imperfections and promote adhesion of the new coatings. Finally, all surfaces shall receive two coats of a high-quality exterior grade finish.

OPTION

At it's sole discretion, the city will add the complete cleaning and inspection of all exterior wall, door and trim surfaces on the Engineered Steel storage building to the West of the Main Structure in preparation to receive new coatings. In addition all surfaces are to be prepared to repair imperfections and promote adhesion of the new coatings. Finally, all surfaces shall receive two coats of a high-quality exterior grade finish.

DIVISION 1 -GENERAL REQUIREMENTS

1.1 PROTECTION OF PERSONS

- A. Work shall be executed in compliance with the Federal Occupational Safety and Health Act and the Wisconsin Administrative Code, Chapter 35, Safety in Construction.

1.2 APPLICATION OF THIS DIVISION OF THE SPECIFICATIONS

- A. The work is subject to the requirements of the Instructions to Bidders and this Division 1.
- B. The Contractor is fully responsible for seeing that no work shown is inadvertently left out.

1.3 INTENT OF CONTRACT DOCUMENTS

- A. The Sections of the Contract Document and the Contract Drawings are complementary and what is called for by any one shall be binding as if called for by all. The intention of the Contract Document is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work included in the Contract.
- B. In interpreting the Contract Documents, words describing materials which have a well-known technical or trade meaning unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meanings recognized by Architects, Engineers, and the trade.
- C. Any work shown on the Contract Drawings and not covered in the Contract Specifications, or included in the Contract Specifications and not shown on the Contract Drawings, shall be executed by the Contractor as though both shown on the Contract Drawings and included in the Contract Specifications. If the

Contract Drawings and the Specifications should be contradictory in any part, the Contract Specifications shall *govern*.

1.4 SCOPE OF WORK

- A. The Contract work shall include the furnishing of all labor, materials, equipment, transportation, appliances and services necessary to complete all work on both the main structure as well as the optional storage building as follows:
- Complete cleaning using water under high pressure to clean the entire exterior surfaces of the building and remove any loose or poorly adhered coatings from both the vertical corrugated steel siding as well as the CMU surfaces of the building.
 - Exposed Aggregate trim panel on front of building and newly installed pre-finished metal trim “Cap Flashing” at the top roof edges are not to be painted as they were new in 2020.
 - Inspection of all surfaces to assure their readiness to receive new coatings.
 - Caulking of any cracks or joints left exposed or “open” by the high-pressure water surface cleaning.
 - Priming of concrete surfaces to assure good adhesion and longevity as directed or recommended by the coating manufacturer.
 - Assure that surfaces to be coated are clean and dry.
 - Covering or masking of any surfaces not to be painted including exposed aggregate trim, top cap roof edge, window glass, entry door hardware etc.
 - Priming of any bare metal surfaces.
 - Application of two coats of Diamond Vogel “Permacryl” Exterior Grade 100% Acrylic Semi-Gloss latex paint **or equal**.
 - Each coat shall be not less than 1.5 to 2mils DFT for a total coating thickness of 3-4 Mil DFT when completed.
 - Exterior pedestrian doors and overhead doors shall be painted white in a similar tone as what is available on new overhead doors.
 - The Exposed aggregate trim panel on the east façade of the building shall be painted in a contrasting shade of the same color as the main building siding.
 - The roof access ladders that are currently painted in Federal Safety Yellow shall be protected during painting.

1.5 OWNER'S REPRESENTATIVE

- A. All work under this Contract will be regularly viewed by the Owner's Representatives. Owner's Representatives will regularly visit the site of the project and observe the work for conformity with the Contract Documents, and will immediately report any lack of conformity to the Contractor.
- B. The Owner's Representatives will have authority to stop any portion of the work not in conformity with the Documents until the Owner has investigated and decided upon procedure.
- C. No work aside from that performed during the regular work week will be allowed unless prior due notice is given to the Owner or to the Owner's Representatives. Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

1.6 SUPERINTENDENCE

- A. The Contractor will give personal superintendence to the work, or have at the site of the work, at all times, a competent foreman, superintendent, or other representative, satisfactory to the Owner and having the authority to act for the Contractor.
- B. Insofar as is practicable, and excepting in the event of discharge by the Contractor, or in the event of proven incompetence, the individual who has been accepted by the Owner to represent the contractor shall so act, and shall follow without delay instructions of the Engineer/Owner in the prosecution of the work in conformity with the contract.

1.7 LABOR

- A. The Contractor shall employ none but competent and skilled workmen and foremen in the prosecution of work on this Contract. The Owner shall have the authority to order the removal from the work any Contractor's employee who refuses to or neglects to obey any of its instructions or those of the Engineer or Inspectors, relating to the carrying out of the provisions and intent of the provisions of the Contract, or who is incompetent, unfaithful, abusive, threatening or disorderly in his conduct, and any such person shall not again be employed on this project.

1.8 FIRE PROTECTION

- A. The Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires, and shall conform to local Fire Department regulations.

1.9 LAWS, REGULATIONS, FEES AND PERMITS

- A. The Contractor shall comply with all Federal, State and Local laws, ordinances, rules and regulations 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.
- 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, Contractor 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. PDCA/PCA Painting Decorating Contractors Association
 - b. ANSI-American National Standards Inst.
 - c. ASME- American Society of Mechanical Engineers
 - d. ASTM- American Society of Testing Materials
 - e. NBS- National Bureau of Standards
 - f. NFPA- National Fire Protection Assoc.
 - g. OSHA- Occupational Safety and Health Act
 - h. UL- Underwriters Laboratories
 - i. MSS - Manufacturers Standardization Society

1.12 CUTTING AND PATCHING

- A. The Contractor shall be responsible for all required cutting, etc., and shall make all required repairs thereafter to satisfaction of the Engineer, but in no case shall the Contractor cut into any major structural element, beam or column without the written approval of the Engineer.

1.13 INSURANCE AND LIABILITY

- A. The Contractor and the Surety will be held responsible for and shall save the Owner harmless from all liability for damages occasioned by the digging up, use or occupancy of the street, alley, highway, public grounds and private grounds or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor, his agents, employees or workmen; or by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work; and they shall indemnify the Owner for and save it harmless from all claims and liabilities, actions and causes of action, and liens for materials furnished or labor performed in the construction or execution of the work, and from all costs, charges and expenses incurred in defending such suits or actions, and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the construction of the work.
- B. The Contractor shall not commence work under a Contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to

commence work until all similar insurance required has been so obtained and filed.

C. Workmen's Compensation

1. Statutory coverages as required by chapter 102 of the Revised Statutes of the State of Wisconsin and all acts amendatory thereof and supplementary thereto, for all employees of the contractor. All subcontractors shall furnish to the Contractor and to the Owner, evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the contractor.

D. Comprehensive General Liability and Property Damage Insurance

1. Coverage to include operations; contractor's protective insurance, products coverage and completed operations; contractual coverage; underground coverage; blasting, explosion and collapse; all subject to the following limits:
2. Bodily Injury \$1,000,000 per Person
\$2,000,000 Aggregate
3. Property Damage \$500,000 per Occurrence
\$500,000 Aggregate

E. Comprehensive Automobile Liability and Property Damage

1. Operation of owned, hired and non-owned motor vehicles:
2. Bodily Injury \$1,000,000 per Person
\$1,000,000 per Occurrence
3. Property Damage \$1,000,000 per Occurrence

- F. If the Contractor is using the services of another firm or utilizing equipment owned by another firm, Contractor shall be responsible for the provision of a certificate of insurance for each firm.

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/ Owner, 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:
- B. "It is agreed that the funds to be paid to the assignee under this assignment are subjected to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of any persons, firms, or corporations rendering such services or supplying such materials".

1.24 OTHER CONTRACTS

- A. The Owner may award other contracts for additional work at the site of the project (or other locations) and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

1.25 OWNER'S RIGHT TO DO WORK

- A. If the Contractor neglects to prosecute the work to be performed on this Contract properly, or fails to perform any provision of this Contract, the Owner, after three days' written notice to the Contractor and his Surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

1.26 TERMINATION BY THE CONTRACTOR

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

1.27 TERMINATION BY THE OWNER

- A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate the Contract and take possession of the site and of all material, equipment, tools and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the Contract sum exceeds the expense of finishing the work, such excess shall be paid to the contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

1.28 CHANGES IN THE WORK

- A. The Owner without invalidating the Contract may order changes in the work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by written Change Order signed by the Owner.
- C. The Contract Sum and the Contract Time may be changed only by Change Order.
- D. 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 SANITARYCONVENIENCE

- A. Addressed in specifications below.

1.31 CLEANING UP AND FINAL INSPECTION

- A. The Contractor shall at all times keep the site of the work free from accumulation of waste material or rubbish caused by his employees on the construction work, and at the completion of the work he shall remove all his rubbish from and about the work and all his tools, equipment, scaffolding, and surplus materials, and shall leave the completed work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several Contractors, if more than one is employed on the project, in proportion to the amounts as shall be determined by the Owner to be just.

1.32 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION

- A. The Owner may withhold from payments to the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to cover:
 - 1. Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
 - 2. For defective work not remedied.
 - 3. For failure of the contractor to make proper payments to the Subcontractors.
 - 4. Reasonable doubt that this Contract can be completed for the balance then unpaid.
 - 5. Evidence of damage to another Contractor.
 - 6. Liquidated damages due to failure to meet contract completion dates.
- B. The Owner will disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the part or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.
- C. The Owner also reserves the right, even after full completion and acceptance of the work, to refuse payment of the final ten percent (10%) due the contractor until it is satisfied that all Subcontractors, material suppliers and employees of the Contractor have been paid in full.

1.33 CHANGES-PAYMENT

- A. The Owner may, in accordance with the rules of its Common Council, authorize changes in the work to be performed or the materials to be furnished under the provisions of this Contract.
- B. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such changes shall be determined by one or more of the following methods:
 - 1. By an acceptable lump sum or unit price proposal by the Contractor.
 - 2. On a cost-plus limited basis not to exceed a specified limit (defined as the cost of labor, materials and insurance) plus a specified percentage of the cost of such labor, materials and insurance provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials and insurance, and shall in no event exceed a specified limit.
- D. No claim for an addition to the contract price will be valid unless authorized as aforesaid.
- E. 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 all remaining items of concern have been rectified to the satisfaction of the owner.

1.36 CORRECTION OF WORK AFTER FINAL PAYMENT

- A. Neither the final payment on this Contract by the Owner nor any provision in these Contract Documents shall relieve the Contractor or Surety of the responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent of the period provided by law nor of the responsibility of remedying such faulty workmanship and materials.

1.37 OWNER'S RIGHT TO USE UNCOMPLETED WORK

- A. The Owner shall have the right to take possession of and use portions of the work prior to final acceptance without waiving rights against the Contractor or his Surety for defects in the work or failure to complete same in its entirety.

1.38 PAYMENTS

- A. Pay estimate periods shall close on the last day of each calendar month so that completed estimates can be computed for processing. On each partial payment during the progress of the project, the Owner will retain an amount in accordance with Chapter 66.29 Wisconsin Statutes. No payment will be made for material stored at the job site.

1.39 DELAYS

- A. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor, the Contractor shall have no claim against the Owner on that account other than an extension of time.
- B. In case any action in court is brought against the Owner or Engineer, or any officer or agent of either of them, for the failure, omission or neglect of the Contractor, utility company or Owner of other facilities within the project area to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers, the Contractor shall indemnify and *save* harmless the Owner and Engineer and their officers or agents, from all losses, damages, costs, expenses, judgments or decrees arising out of such action.

1.40 CUTOVER

- A. Contractor is made aware that the facility cannot be without hot water. The existing equipment must remain in service until such time as new equipment has been commissioned and placed into service.
- B. Careful planning of final connections necessary to complete the cutover will be required between Contractor and Owner in order to minimize any necessary downtime up to and including a cut-over outside of normal business hours when demand for hot water is minimal

FEDERAL LABOR STANDARDS PROVISIONS (4010)

Federal Labor Standards Provisions

U.S. Department of Housing and Urban
Development

Applicability

The project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provision applicable to such Federal assistance.

A. 1. (I) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (19 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or cost reasonable anticipated for bona fide fringe benefits under Section 1(b)(2), of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(IV); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification for work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1 321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers and mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management & Budget under OMB Control # 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for an on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act Contracts.

[Type here]

3. Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of four (4) years thereafter for all laborers and mechanics working at the site of the work (or under the United State Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name and address, and social security number of each such worker, his or her correct classification, hourly rates of wage paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contract shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Document (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC, 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete:

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wage earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set in 29 CFR Part 3:

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A. 3. (ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of United State Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A. 3. (I) of this section available for inspection, copying, or transcription by the authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4 (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ration of apprentices of journeymen on the job site in any craft classification shall not be greater than the ration permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than their applicable wage rate on the wage determination for work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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5. Compliance with Copeland Act requirement. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.12.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (of any of its subcontractors) and HUS or its designee, between the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C. "Federal Housing Administration Transactions", provides in part: "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "Laborers" and "Mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rates of pay for all hours worked in excess of forty hours in such work week.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchman and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

(3) The Contract shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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 County shall be the sole and final judge of equivalency.

2.0 HOW TO AMEND A REQUEST FOR BID, PROPOSAL OR QUOTE:

Public Works Projects are subject to Wis 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.

Non-Public Work Projects: After a Request for Bid/Proposal/Quote has been filed with the County 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 County 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 County.

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

6.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

7.0 PRICING AND DISCOUNT: The County 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 County 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 County.
- 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 County 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 County, 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 County.
- 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 County 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 County 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 County.
- 16.0 **NONEXCLUSIVE CONTRACT:** Unless otherwise stated, the County 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 County. 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 County.
- 19.0 **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the County 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 County 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 County 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 County 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 County 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)..

"General Decision Number: WI20210016 07/09/2021

Superseded General Decision Number: WI20200016

State: Wisconsin

Construction Type: Building

Counties: Calumet, Outagamie, Sheboygan and Winnebago
Counties in Wisconsin.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	05/07/2021
2	07/09/2021

ASBE0205-010 06/01/1998

Rates Fringes

Asbestos Removal
worker/hazardous material
handler

Includes preparation,
wetting, stripping,
removal, scrapping
vacuuming, bagging and
disposing of all
insulation materials from
mechanical systems whether
they contain asbestos or
not.....\$ 16.56 3.10

BOIL0107-001 01/01/2017

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 35.65	29.89
Small Boiler Repair (under 25,000 lbs/hr).....	\$ 26.91	16.00

BRWI0011-003 06/01/2020

	Rates	Fringes
BRICKLAYER		
Bricklayer, Cement Mason, Plasterer, Tile Layer.....	\$ 35.68	24.40

CARP0252-001 06/01/2016

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Acoustical work, Excluding Batt Insulation)		
CARPENTER & SOFT FLOOR LAYER.....		
	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIVERMAN.....	\$ 34.12	18.00

* ELEC0494-003 06/01/2021

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 22.39	18.80
Technician.....	\$ 32.49	20.26

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

* ELEC0494-012 06/01/2021

CALUMET (New Holstein Twp.) & SHEBOYGAN COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 37.91	22.74

ELEC0577-002 06/01/2020

CALUMET (Except Township of New Holstein), OUTAGAMIE, AND WINNEBAGO COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.23	29.50%+10.00

ENGI0139-002 06/01/2020		

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 42.92	23.15
Group 2.....	\$ 41.67	23.15
Group 3.....	\$ 39.97	23.15
Group 4.....	\$ 39.44	23.15
Group 5.....	\$ 37.37	23.15
Group 6.....	\$ 35.84	23.15

HAZARDOUS WASTE PREMIUMS:

- EPA Level "A" Protection: \$3.00 per hour
- EPA Level "B" Protection: \$2.00 per hour
- EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,000 lbs & over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; Over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete Pumps 46 meter & under; Grout Pumps; Rotec Type Machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large;

Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum; Hydrohammers, small; Brooms and Sweeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Compressors, under 400 CFM; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

 * IRON0008-001 06/01/2021

	Rates	Fringes
IRONWORKER.....	\$ 38.77	28.15

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

 LAB00330-004 06/01/2020

	Rates	Fringes
Asbestos Abatement/Hazardous Waste (Preparation, removal and Encapsulation of hazardous materials from non-mechanical systems).....	\$ 29.00	17.88
Laborer, General.....	\$ 29.30	17.88

NOTE: Mason Tender \$.25 over general laborer.

 PAIN0802-008 06/01/2019

	Rates	Fringes
PAINTER		
Brush, Drywall Taper.....	\$ 30.93	18.58

 PAIN1204-001 06/01/2017

	Rates	Fringes
GLAZIER.....	\$ 28.34	19.65

 PLUM0400-001 06/04/2018

Rates Fringes

PLUMBER/PIPEFITTER (Including HVAC work)

(1) Small buildings (except industrial and power plants) where plumbing or heating is \$50,000 or less.....	\$ 32.15	17.57
(2) All other work.....	\$ 36.74	19.06

SFWI0669-002 04/01/2021

Rates Fringes

SPRINKLER FITTER.....	\$ 43.87	25.41
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SHEE0018-025 09/01/2020

CALUMET & SHEBOYGAN COUNTIES

Rates Fringes

Sheet Metal Worker (Including HVAC duct work and Technician)...	\$ 35.71	27.02
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SHEE0018-029 06/01/2020

OUTAGAMIE AND WINNEBAGO COUNTIES

Rates Fringes

Sheet Metal Worker (Including HVAC duct work and Technician)...	\$ 37.51	25.96
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* TEAM0662-001 06/01/2021

Rates Fringes

TRUCK DRIVER		
1 & 2 Axles.....	\$ 32.57	23.81
3 or more Axles.....	\$ 32.72	23.81

SUWI2002-013 01/23/2002

Rates Fringes

Asbestos Worker/Heat and Frost Insulator.....	\$ 25.36	8.37
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Laborers:

Concrete Worker.....	\$ 16.34	3.59
Landscape.....	\$ 8.73	4.90

ROOFER.....	\$ 18.01	3.28
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Tile & Marble Finisher.....	\$ 13.89	8.36
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

CITY OF SHEBOYGAN
Request for bids
BID # 2003-21
Shoreline Metro exterior painting
Addendum # 1
September 20, 2021

MANDATORY PRE-BID CONFERENCE

Mandatory Pre-Bid Conference was held on September 14, 2021. Sign in sheet is attached.

QUESTIONS

1. **On the storage building, are the cars to the west in place at all times?**
 - A. Yes the cars are in an impound lot owned by a neighboring towing company.

2. **What is to be done with the dented and damaged siding on the storage shed.**
 - A. City is investigating but Contractor should plan to paint it as best he/she can.

3. **Are we to include painting of the soffit on the overhang on the front of the Building?**
 - A. Yes, the soffit is included. City will look into replacement of the recessed light fixtures.

4. **What about the exposed aggregate accent panels on the front (east) façade?**
 - A. The exposed aggregate accent panels are to be painted using the appropriate product for the application and will be a contrasting color/shade to that which is selected for the main building.

5. **Are the insides of the overhead doors to be painted?**
 - A. No, only the exterior and frames

6. **Are the insides of the pedestrian doors and hollow metal frames to be painted?**
 - A. Yes

PREVAILING WAGE RATES

As of September 20, 2021 the prevailing wage rates included with the bid package have not changed.

Bidders should use decision # WI20210016 MODIFICATION # 2 with an effective date of 7/9/2021

BID DUE DATE

Bids are due on Thursday September 23, 2021 at 1:00 PM

Please mail to the attention of Bernard Rammer or hand deliver the bid to City Hall, 2nd floor Building Inspection to the attention of Bernard Rammer.

Appendix A

Federally Required Contract Clauses

Required by the Federal Transit Administration

1.) No Government Obligation to Third Parties

The Recipient agrees that it will comply with the U.S. Department of Transportation regulations relating to contractual liability of the Federal Government to third parties as follows:

- a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.) Program Fraud and False Fraudulent Statements and Related Acts

The Recipient agrees to the following:

- a) Acknowledge the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b) Acknowledge that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c) Agree to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3.) Public Records Access

It is the policy of the Department to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities related to this contract. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

The Recipient agrees to require its third party contractors and third party subcontractors at as many tiers of the Project as required to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, access to all third party records as requested to conduct audits and inspections related to any third party contract that have not been awarded on the basis of competitive bidding for a capital or improvement project, as required by 49 U.S.C. 5325(a).

The Recipient further agrees to require its third party contractors and third party subcontractors at as many tiers of the project as required to provide sufficient access to third party procurement records as needed for compliance with Federal regulations or to assure proper project management as determined by FTA.

The Recipient agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Recipient agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4.) Federal Changes

The Recipient agrees that it will comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5.) Civil Rights

The Recipient agrees it will comply with Title VI of the Civil Rights Act of 1964 and all U.S. Department of Transportation regulations relating to enforcement of that Act. The following specific requirements apply to this contract:

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (i) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6.) Disadvantaged Business Enterprise (DBE)

The Recipient or its contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Recipient or its contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate.

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 calendar days after the contractor's receipt of payment for that work from the recipient. In addition, the

contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 10 calendar days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 10 calendar days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

7.) Incorporation of Federal Transit Administration (FTA) Terms

All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Recipient shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

8.) Suspension and Debarment

Executive Order 12549, as implemented by 49 CFR Part 29, prohibits FTA recipients and subrecipients from contracting goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. Recipient agrees to submit a certification to the effect that it will not enter into contracts over \$25,000 with suspended or debarred contractors and that it will require their contractors (and their subcontractors) to make the same certification to it. Recipients are required to pass this requirement on to subcontractors seeking subcontracts over \$25,000. Thus the terms "lower tier covered participant" and "lower tier covered transaction" include both contractors and subcontractors and contracts and subcontracts over \$25,000. The certification and instruction language is obtained at 29 CFR Part 29, Appendix B, and must be included in IFB's and RFP's (for inclusion by contractors in their bids or proposals) for all contracts over \$25,000, regardless of the type of contract to be awarded.

9.) Energy Conservation

The Recipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

10.) Recycled Products

The Recipient agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. These requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds.

11.) Access Requirements for Persons with Disabilities

The Recipient agrees to comply with the following requirements:

- a) 49 U.S.C. 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy.
- b) Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C 12101 which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to

that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act.

- c) And any subsequent amendments thereto:
- i. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37.
 - ii. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
 - iii. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
 - iv. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
 - v. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
 - vi. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
 - vii. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
 - viii. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
 - ix. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
 - x. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; Any implementing requirements FTA may issue.

12.) Transit Employee Protective Agreements

The Recipient agrees to comply with applicable transit employee protective requirements, terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A5333(b) and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto.

13.) Charter Bus Restriction

In compliance with 49 U.S.C. 5323(d) and 49 CFR Part 604, recipients and subrecipients of FTA assistance agree it will not provide charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

14.) School Bus Restriction

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance agree that it will not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

15.) Drug and Alcohol Testing

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, and/or the Wisconsin Department of Transportation (WisDOT) serving as the State Oversight Agency of Wisconsin to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654, and to review the testing process.

The contractor agrees further to certify annually to the WisDOT its compliance with Parts 653 and 654 before March 15 and to submit the Management Information System (MIS) reports before March 15 in the media and/or format requested by the WisDOT, to the WisDOT Drug and Alcohol Testing Program Manager, as directed by the annual letter of instruction from WisDOT.

To certify compliance, the contractor shall submit by March 15 the annual Self-Certification form provided by the WisDOT Drug and Alcohol Testing Program Manager, or if one is not provided, the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements", which is published annually in the Federal Register.

The contractor agrees further to adopt the Drug and Alcohol Testing Program Model Policy provided by the WisDOT, appropriate to their usual business practice of allowing or disallowing a second chance after a positive drug or alcohol test result, as its policy statement as required under 49 CFR 653 and 654. In addition, the contractor agrees to participate in the Drug and Alcohol Testing consortium administered by the WisDOT through its contracted Third Party Administrator and respond appropriately and in a timely manner to all requests made of them by the contracted Third Party Administrator.

16.) Lobbying

The Recipient, in compliance with 49 CFR Parts 19 and 20, hereby assures and certifies that for any application for Federal assistance exceeding \$100,000:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

17.) Clean Air

This requirement applies to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year. The Recipient agrees to the following:

- a) Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.
- b) Report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

18.) Clean Water

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000. The Recipient agrees to the following:

- a) Comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b) Report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- c) Include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

19.) Breaches and Dispute Resolution

Disputes arising in the performance of this contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the state of Wisconsin, Chief of Public Transit. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, the Recipient mails or otherwise furnishes a written appeal to the Chief of Public Transit. In connection with any such appeal, the Recipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief of Public Transit shall be binding and the Recipient and subcontractor shall abide by the decision. Unless otherwise directed, the Recipient shall continue performance under this Contract while matters in dispute are being resolved.

20.) Contract Administration System

The recipient should maintain a contract administration system to ensure that it and its third party contractors comply with the terms, conditions, and specifications of their contracts or purchase orders and applicable Federal, State and local requirements. Many FTA recipients assign contracting duties to technical, financial or management personnel. If the recipient lacks qualified personnel within its organization to undertake the various procurement tasks, such as drafting specifications, evaluating contracts, or performing internal audits for the recipient, FTA expects the recipient to acquire the necessary services from sources outside the recipient's organization. When using outside sources, the recipient should take appropriate steps to prevent or mitigate organizational conflicts of interest that would result in conflicting roles that might bias a contractor's judgment or would result in unfair competitive advantage.

21.) Record of Procurement History

The recipient is required to prepare and maintain adequate and readily accessible project performance and financial records, covering procurement transactions as well as other aspects of project implementation. The recipient should maintain the records for three years after the recipient and sub-recipients, if any, have made final payment and all other pending matters are closed. *FTA C 4220.1F* –

Third Party Contracting Guidelines outlines the necessary documentation.

22.) Protest Procedures

The recipient is required to have appropriate protest procedures to resolve third party contract issues, such as mediation or arbitration as part of its ability to maintain or acquire adequate technical capacity to implement the project.

23.) Selection Procedures

Recipients shall have written selection procedures for procurement transactions. All solicitations shall:

- a) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient characteristics of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated.
- b) Identify all requirements that offerors must fulfill and all other factors to be used in evaluating bids or proposals.

24.) Cost/Price Analysis

The recipient must obtain a cost analysis when a price analysis will not provide sufficient information to determine the reasonableness of the contract cost. The recipient must obtain a cost analysis when the offeror submits elements (that is, labor hours, overhead, materials, and so forth). The recipient is also expected to obtain a cost analysis when price competition is inadequate, when only a sole source is available, even if the procurement is a contract modification, or in the event of a change order. The recipient, however, need not obtain a cost analysis if it can justify price reasonableness of the proposed contract based on a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation.

25.) Justification for Noncompetitive Awards

Recipients are required to conduct all procurement transactions in a manner providing full and open competition. One of many situations considered restrictive of competition is noncompetitive awards to any person or firm on retainer contracts. *FTA C 4220.1F – Third Party Contracting Guidelines* provides more detailed information on the justification for noncompetitive awards.

26.) No Excessive Bonding Requirements

To encourage greater contractor participation in FTA assisted projects, FTA does not require the recipient to impose bonding requirements on its third party contractors other than construction bonding. Even though bonding can be expensive, FTA recognizes that a recipient might find bid, performance, or payment bonds to be desirable. Because bonding requirements can limit contractor participation, FTA expects the recipient's bonding requirements to be reasonable and not unduly restrictive.

27.) No Exclusionary Specifications

Apart from inconsistent requirements imposed by Federal laws or regulations, the Recipient agrees to comply with the requirements of 49 U.S.C. § 5325(h) by not expending or otherwise using any Federal assistance awarded to it by FTA to support a procurement using exclusionary or discriminatory specifications.

28.) No Geographic Preferences

The Recipient agrees that it will not use any State or local geographic preference, except State or local geographic preferences expressly mandated or as permitted by FTA. For example, in procuring architectural engineering, or related services, the contractor's geographic location may be a selection criterion, provided that a sufficient number of qualified firms are eligible to compete.

29.) Evaluation of Options

Recipients may include options in their third party contracts. An option is a unilateral right in a contract by which, for a specified time, a grantee may elect to purchase additional equipment, supplies, or services called for by the contract, or may elect to extend the term of the contract. Recipients should contact WisDOT to determine whether this requirement is applicable to your project.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Notice of Claim No. 17-19 from Mary Sommersberger for alleged personal injury due to a pothole in the road.

REPORT PREPARED BY: Jessica Huss, Deputy Finance Director

REPORT DATE: November 18, 2021

MEETING DATE: November 22, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin: N/A
Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Notice of Claim No. 17-19 Mary Sommersberger for alleged personal injury after she tripped on a pothole while walking on Sunnyside Avenue.

STAFF COMMENTS:

City staff has reviewed the above notice of claim and under authorization of the Common Council granted in Resolution No. 64-17-18, City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department, has requested that the claim be filed as the timeline for filing has passed.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file Claim No. 17-19.

ATTACHMENTS:

- I. Claim No. 17-19
- II. Res. No. 318 – 20 - 21

VI

5.3

R. C. No. 318 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. C. No. 311-19-20 by Finance and Personnel Committee to whom was referred R. O. No. 91-19-20 by City Clerk submitting a notice of claim from Mary E. Sommersberger for alleged injuries sustained when she tripped on a pothole while walking on Sunnyside Avenue; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

FAP
21-22

[Handwritten Signature]

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

6.21

R. C. No. 311 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. O. No. 91-19-20 by City Clerk submitting a notice of claim from Mary E. Sommersberger for alleged injuries sustained when she tripped on a pothole while walking on Sunnyside Avenue; recommends referring to the Finance and Personnel Committee of the 2020-2021 Council.

2021
F&P

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

A.1

R. O. No. 91 - 19 - 20. By CITY CLERK. October 21, 2019.

Submitting a notice of claim from Mary E. Sommersberger for alleged injuries sustained when she tripped on a pothole while walking on Sunnyside Avenue.

*Finance
Personnel*

CITY CLERK

DATE RECEIVED

10-16-19

OCT 16 '19 AM 10:23

RECEIVED BY

MKC

CLAIM NO.

17-19

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: Mary E. Sommersberger
- 2. Home address of Claimant: 1630 Sunnyside Ave. Sheboygan, WI 53081
- 3. Home phone number: 920-254-8133
- 4. Business address and phone number of Claimant: —

5. When did damage or injury occur? (date, time of day) August 2, 2019 (approx. 8:30 a.m.)

6. Where did damage or injury occur? (give full description) South side of Sunnyside Avenue - West of South 12th Street 1200 Block

7. How did damage or injury occur? (give full description) While walking on Sunnyside Ave. I tripped on a pothole. The pothole was not very visible because of the shade of a tree. (Sunnyside Ave. does not have sidewalks and you must walk in the road.)

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: Sunnyside Ave. had many areas needing repair. Several weeks after my fall, I reported and many areas were filled in.

(b) Claimant's statement of basis for such liability: Other people had fallen in the same spot. A neighbor stated that she reported earlier the need to fill the pothole. It was never taken care of. After my fall she called again. My accident was on a Friday, and the following Monday it was filled.

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

An ambulance was called to transport me to the hospital. I dislocated my shoulder, broke and shattered bones in my shoulder and have nerve damage. On 8/7/19 I had a complete reverse shoulder replacement. I

Name and address of any other person injured: continue to have twice weekly physical therapy. Because of nerve damage I lack most movement in my arm and shoulder.

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

Auto:	\$	—
Property:	\$	—
Personal injury:	\$	Pending
Other: (Specify below)	\$	Pending - unknown
TOTAL		\$ Pending

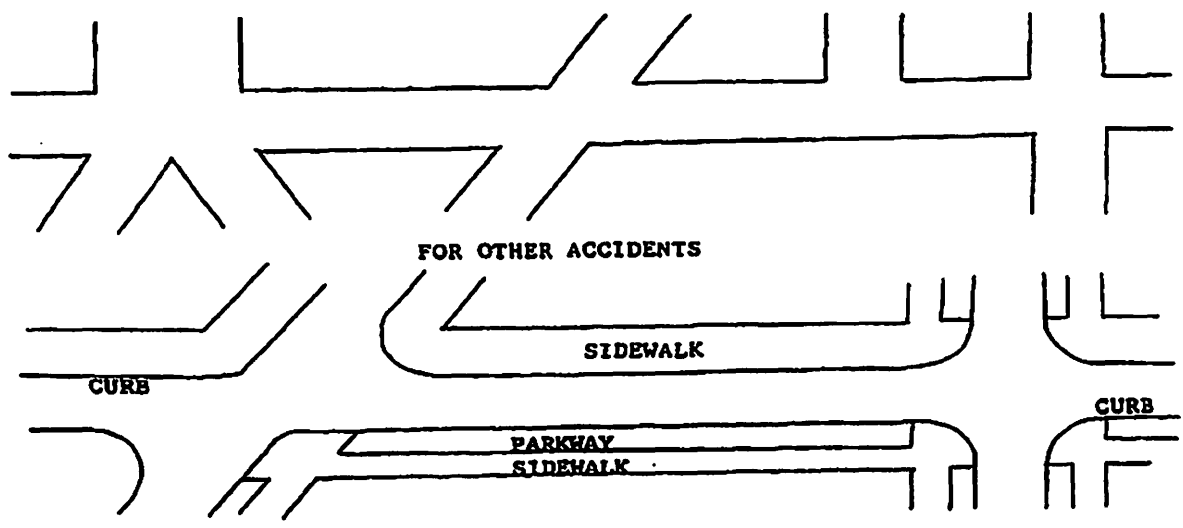
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT Mary E. Dumas Degeer DATE 10/15/19

DATE RECEIVED 10-16-19

RECEIVED BY MKC

CLAIM NO. 17-19

CLAIM

Claimant's Name:	<u>Mary E. Sommersberger</u>	Auto	\$ <u>—</u>
Claimant's Address:	<u>1630 Sunnyside Ave.</u>	Property	\$ <u>—</u>
	<u>Sheboygan, WI 53081</u>	Personal Injury	\$ <u>Pending</u>
Claimant's Phone No.	<u>920-254-8133</u>	Other (Specify below)	\$ <u>Pending-unknown</u>
		TOTAL	\$ <u>Pending</u>

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

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

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

See attached letter

SIGNED Mary E. Sommersberger DATE: 10/15/19

ADDRESS: 1630 Sunnyside Ave.
Sheboygan, WI 53081

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

1630 Sunnyside Avenue
Sheboygan, WI 53081
October 15, 2019

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

Dear City of Sheboygan,

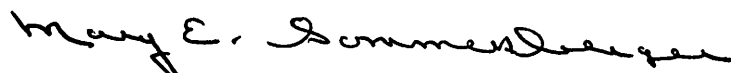
This letter serves as a Notice of Claim against the City of Sheboygan, WI. The morning of August 2, 2019 at approximately 8:30 a.m. while walking down Sunnyside Avenue just West of South 12th Street I tripped on a pothole which was within a few feet of the grass area of homeowners. Sunnyside Avenue does not have sidewalks, which leaves no option other than walking in the street.

My toe of my shoe caught the edge of the pothole which was shaded by a tree. I was lying in the street, unable to get up calling for someone to help me. Neighbors and a motorist came to my aid and called the ambulance for me. One of the neighbors indicated that others had tripped in the same spot, and she had reported the pothole to the City of Sheboygan to be filled. Unfortunately, it was never attended to. Interestingly, the pothole was filled on Monday, which was the following working day.

I sustained severe injuries as a result of this fall. I dislocated my right shoulder and shattered bones within my shoulder as well as severe damage to my rotator cuff and probably permanent nerve damage. On August 7, 2019 I had a complete reverse shoulder surgery to repair my shoulder. As of this date, I continue to have pain and go twice a week to physical therapy as well as daily home exercises. My arm has no movement to the side because of the nerve damage. If this does not show improvement, I will need to go for a consult at a specialized clinic in Milwaukee. My daily living has been altered dramatically with basically the use of only one arm. I am a right-handed person, and simple chores such as eating, bathing, dressing, etc. are a challenge, and of course I am unable to drive as well as doing much of anything.

I try to remain positive of my future. At this time there are many unknowns. Hopefully I will be able to return to normal, but only time will tell. For these reasons I am filing this Claim of Notice to the City of Sheboygan within my 120 days. I want to remain within my legal rights for this injury.

Sincerely,



Mary E. Sommersberger

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 101 – 21 – 22 from the Director of Human Resources and Labor Relations submitting changes to the 2021-2023 Sheboygan Firefighters Local 483 and the City of Sheboygan.

REPORT PREPARED BY: Vicky Schneider, Director of Human Resources and Labor Relations

REPORT DATE: November 17, 2021

MEETING DATE: November 22, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin N/A
Statutes:
Municipal Code: N/A

BACKGROUND / ANALYSIS: On November 8, 2021, the Sheboygan Firefighters Local 483 and the City of Sheboygan agreed upon necessary changes to the 2021-2023 union contract, through the preparation of two Memoranda of Understanding.

1. Delete paragraph B in Article XVI on page 35, as it is no longer relevant:
 - B. For all employees hired after January 1, 1995, a new Class Grade 01 shall be created. New rates shall be established at:
 - Step 1 - 67% of Step 5
 - Step 2 - 79% of Step 5
 - Step 3 - 86% of Step 5
 - Step 4 - 93% of Step 5
2. Amend Article XX “Severance Pay” Section A. Lines 24-26 on page 43 to state:

“Provided an employee gives a minimum of 30 days’ notice of retirement, monies earned from FLSA compensatory time will be paid in the calendar year of the retirement notice.”

Both of the above changes will be effective December 1, 2021, and will be permanent with the successor agreement.

ACTION REQUESTED: Motion to recommend the Finance & Personnel Committee adopt the changes regarding Res. 101-21-22.

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 101 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
November 22, 2021.

A RESOLUTION accepting and adopting two changes to the 2021-2023 collective bargaining agreement between the Sheboygan Firefighters Local 483 and the City of Sheboygan pursuant to the Memoranda of Understanding (MOU) between the parties.

WHEREAS, the City of Sheboygan and the Sheboygan Firefighters Local 483 have agreed to changes to the 2021-2023 collective bargaining agreement regarding severance pay and the elimination of Class Grade 01, and copies of the two MOU's between the City of Sheboygan and Sheboygan Firefighters Local 483 are attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby accepts and adopts the two MOU's between the Sheboygan Firefighters Local 483 and the City of Sheboygan dated November 8, 2021.

F4P

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 Professional Firefighters

International Association of Firefighters Local 483 A.F.L.-C.I.O.-C.L.C



Memorandum of Understanding

Sheboygan Firefighters Local 483 and City of Sheboygan

The Parties to this Memorandum of Understanding (MoU) agree to the following changes to the 2021-2023 collective bargaining agreement:

Amend Article XX "Severance Pay" Section A, Lines 24-26 on page 43 of our current 2021-2023 agreement to state: *"Provided an employee gives a minimum of 30 days notice of retirement, monies earned from FLSA compensatory time will be paid in the calendar year of the retirement notice"*

These changes shall be put into place effective December 1, 2021.

It is the intent of both parties that this MoU shall become permanent within the successor agreement.

Signature: _____

Date: 11/8/21

Adam Grandlic

IAFF Local 483 President

Signature: _____

Date: 11/8/21

Eric Montellano

City of Sheboygan Fire Chief



Sheboygan Professional Firefighters

International Association of Firefighters Local 483 A.F.L.-C.I.O.-C.L.C



Memorandum of Understanding

Sheboygan Firefighters Local 483 and City of Sheboygan

The Parties to this Memorandum of Understanding (MoU) agree to the following changes to the 2021-2023 collective bargaining agreement:

Delete paragraph B in Article XVI on page 35 of the current 2021-2023 agreement. This paragraph is no longer relevant.

These changes shall be put into place effective December 1, 2021.

It is the intent of both parties that this MoU shall become permanent within the successor agreement.

Signature: _____

Date: 11/8/21

Adam Grandlic

IAFF Local 483 President

Signature: _____

Date: 12/8/21

Eric Montellano

City of Sheboygan Fire Chief