Posted: 12/6/24 City Hall

The YouTube channel "City of Kewaunee" will be live streaming the Common Council meeting so that the public can will be able to view and listen to the meeting.

https://www.youtube.com/channel/UCKXkV8myjzDJ-lfSXtFl4jw

#### OFFICIAL NOTICE OF THE REGULAR MEETING OF THE

#### CITY OF KEWAUNEE COMMON COUNCIL

Kewaunee Municipal Building, 401 Fifth Street **December 9, 2024 -- 6:00 P.M.** 

- 1. Call to Order & Roll Call
- 2. Pledge of Allegiance/Prayer/Meditation
- 3. Approval of November 11, 2024 Common Council Minutes
- 4. Public Comment/Communications (three minute time limit per person)
- 5. Boards/Commissions/Committees Reports and Staff Reports
- 6. City Administrator's Report

#### 7. Mayor's Report

- a. Appointment of Roberta Jeanquart as Council representative to the Public Library Board for an unexpired term ending April 14, 2025.
- b. A Proclamation in Recognition of Arbor Day 2025.

#### 8. Business Agenda

- a. Adopt Resolution No. 2024-2050 establishing Wages and Salaries for 2025.
- b. Review and adopt 2025 Budgets for Marina Fund, Water Utility Fund and Wastewater Utility Fund.
- c. Review and approve final commitment of ARPA funds for City projects.
- d. Approve/disapprove Addendum 23 with Cedar Corporation for 2025-2026 Municipal Consultive Services.
- e. Authorize use of certain City-owned properties by U.S. Army Corps of Engineers for repair of Federal-owned seawall.
- f. Review and adopt revised Fee Schedule amendments for Marina and Public Works
- g. Review and approve 2025 Meeting Dates for Council, Standing Committees, and Plan Commission.
- h. Review and approve playground equipment purchase for Haney Park.
- i. Review and consider acquisition of used docks from Reef Point Marina.
- j. Review and select roofing replacement proposal for Marina buildings.
- k. Review and select flooring replacement proposal for Marina buildings
- I. Financial Report October 2024
- 9. Closed Session. The Common Council may enter into closed session [ursuant to Wis. Stat. §19.85(1)(g) to confer with legal counsel for the Common Council who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is involved, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate, in re. Davister v. City of Kewaunee.

#### 10. Announcements.

#### 11. Adjournment.

Note: At time items on the agenda may not be taken in the same order as they appear. Members of other governmental bodies (boards, commissions, committees, councils, etc.) may attend the above noticed meeting of the City Council to gather information. The only action to be taken at the above noticed meeting will be actions by the City Council.

NOTICE: If a person with a disability requires that the meeting be accessible or that materials at the meeting be in an accessible format, call the City Clerk prior to the meeting at 920-388-5000 to request adequate accommodations.

#### REMINDERS:

Tuesday, December 17 Personnel Committee, 4:30 p.m. Thursday, December 19 Plan Commission, 6:30 p.m.

Tuesday, December 24 CHRISTMAS EVE (OFFICE CLOSED)
Wednesday, December 25 CHRISTMAS DAY (OFFICE CLOSED)
Wednesday, January 1 NEW YEAR'S DAY (OFFICE CLOSED)

Tuesday, January 7 Finance Committee, 5:00 p.m.
Thursday, January 9 Public Works Committee, 5:30 p.m
Thursday, January 9 Public Property Committee, 6:00 p.m.

Monday, January 13 Common Council, 6:00 p.m.

# CITY OF KEWAUNEE COMMON COUNCIL MINUTES November 11, 2024

- 1. Call to Order & Roll Call: Mayor Jeffery L. Vollenweider Sr. called the meeting to order at 6:00 pm. Alderpersons present: Jim Brewster, Russell Anderson, Scott Oftedahl, Robin Nelson, and Jeffrey Kohnle. Ald. Blaha was excused.
- 2. Pledge of Allegiance/Prayer/Meditation: All those present participated
- 3. Approval of October 14, 2024 Common Council Minutes: Ald. Oftedahl noted a correction to add a public comment. Motion-Kohnle to approve the minutes as amended. Nelson seconded the motion. Motion carried, 5-0.
- 4. Public Communications: No comments provided by the public.
- 5. Boards, Commissions, Committee and Staff Reports: No action taken.
- 6. City Administrator's Report: Eddy stated interviews for the Utility Clerk position; design standards for public infrastructure meeting with Cedar Corporation; August 27 claims to the WEM in excess of \$27,000 plus insurance claims in excess of \$23,000; CORP update meeting on November 14; election turnout was 1,582 votes received (93% turnout) and there was a State audit of the City's election results.
- 7. Mayor's Report: Noted Clerk/Treasurer Amber Vande Velden was sworn in today; Ald. Blaha left a statement in honor of veterans on Veterans Day.
- 8. Business Agenda:
  - a. Council interviews with Aldermanic District 1 candidates, consideration and selection of a replacement Alderperson. Motions: (1) Brewster nominated Roberta Jeanquart, seconded by Nelson. (2) Kohnle nominated Art Schiller, seconded by Anderson. On role call vote, 4 votes for Jeanquart, 1 vote for Schiller. Jeanquart was sworn in to office by Clerk/Treasurer Vande Velden.
  - b. Set 2025 General Fund Budget public hearing for Monday, December 2, 2024 at 6:00 p.m. Motion by Nelson to set the public hearing dated for Monday, December 2, 2024 at 6:00 p.m. Seconded by Oftedahl. Motion carried, 6-0.
  - c. Adopt Ordinance No. 653-2024 amending Sec. 78-92 of Municipal Code to add permissions with regard to parking access on Franklin and Ellis street. Motion by Anderson to adopt Ordinance No. 653-2024. Seconded by Nelson. Motion carried, 6-0.
  - d. Adopt change in compensation policy regarding holiday pay for part-time patrol officers. Motion by Brewster to adopt a change to permit holiday double-time pay for part-time patrol officers. Nelson seconded the motion. On roll call the motion was approved unanimously.
  - e. Approve Final Application for Payment and Change Order No. 1 for completion of the Tug Bollard Replacement Project in the amount of \$14,828.25. Motion by Brewster to approved the Final Application for Payment, including Change Order No. 1, for completion of the Tug Bollard Replacement Project in the amount of \$14,828.25, conditioned on the contractor completed the work authorized under Change Order No. 1. Nelson seconded the motion. On roll call vote the motion was approved unanimously.
  - f. Authorize Resolutions of Intent to reimburse expenditures from proceeds of borrowing, related to submission of loan applications for the Safe Drinking Water Loan Program and the Clean Water Fund Program. Motion #1 by Nelson to adopt Resolution No. 2024-2047, a resolution declaring official intent to reimburse expenditures from proceeds of borrowing, related to submission of a loan application for the Safe Drinking Water Loan Program. Oftedahl seconded the motion. On roll call the motion was approved unanimously. Motion #2 by Anderson to adopt Resolution No. 2024-2048, a resolution declaring official intent to reimburse expenditures from proceeds of borrowing, related to submission of a loan application for the Clean Water Fund Program. Kohnle seconded the motion. On roll call the motion was approved unanimously.
  - g. Authorize the City of Kewaunee credit card company to issue a card for Clerk/Treasurer Amber Vande Velden. Motion by Brewster to authorize the issuance of a City of Kewaunee credit card to Clerk/Treasurer Amber Vande Velden. Oftedahl seconded the motion. On roll call the motion was approved unanimously
  - h. Financial Report September 2024: Motion by Brewster to approve the financial reports as presented. Kohnle seconded the motion. Motion carried, 6-0.
- **9.** Announcements: The Christkindlmarkt will be held the weekend of November 22-24. The annual Christmas Parade on November 22, 2024. The trees in Harbor Park have been decorated and will be lit the night of the parade.

10. Adjournment: Motion by Nelson to adjourn at 6:44 pm and seconded by Anderson. Motion carried, 6-0.

Respectfully submitted,

Heath Eddy, AICP City Administrator (acting Secretary)

# CITY OF KEWAUNEE PERSONNEL COMMITTEE MEETING NOTES

TUESDAY, November 19, 2024 – 4:30 P.M.

- 1. Call to Order & Roll Call
  - Meeting called to order at 4:30 pm
  - Members present James Brewster, Robin Nelson, and Roberta Jeanquart
  - Member excused absence Russ Anderson
  - Other's present Jeff Vollenweider, Heath Eddy, Amber Vande Velden, Robin Mueller, and Carol Petrina
- 2. Approval Committee Minutes of October 15, 2024 See Attachments
  - Motion to approve by Robin Nelson. Second by Roberta Jeanquart. Motion passes.
- 3. Review and Discussion on Bellin Employee Assistance Program
- 4. Utility Clerk Update
  - Offer made and accepted. Going through background screening. Will start on Dec. 3<sup>rd</sup>.
- 5. Public Works Street Shop Laborer Posting Update
  - No applicants at this time.
  - Motion to have part time winter position for snow plowing with no benefits. Public Works and Heath will work out salary range and bring back to council for December meeting.
  - Motion to approve by Roberta Jeanquart. Second by Robin Nelson. Motion passes.
- 6. Discussion on Salary/Wage Grade System and Wage Rates
  - · Heath will draft out ranges for next meeting
  - Need to address Street Shop Laborer salary
- 7. Revised Employee Handbook Status and Next Steps
  - Will have a draft for January meeting.
- 8. Announcements
  - Christmas parade on Friday.
  - Christkindlmarkt on Friday and Saturday.
- 9. Adjournment
  - Motion to adjourn by Robin Nelson. Second by Roberta Jeanquart. Motion passes.

# NOTES FROM THE REGULAR MEETING OF THE CITY OF KEWAUNEE FINANCE COMMITTEE

City Hall Tuesday, Dec 3, 2024 5:00 p.m.

1. Call to Order & Roll Call-Meeting called to order at 5:00pm.

All committee members present-Robin Nelson, Chair, Jeff Kohnle, Russ Anderson and Bobbi Jeanquart.

Also present-Clerk/Treasurer, Amber Vander Velde, Office, Marina-Augie Kinjerski, Public Works. Nate Seiler

- 2. Approval of Previous Meeting Minutes-October 29,2024 Motion made by Jeff to approve the minutes. Second by Russ Motion carried.
- 3. Old Business
- A. Finalize Budget-Water, Sewer and Marina Jeff made a motion to move budgets to council with the recommendation by City Administrator Heath Eddy to take \$20,000 of the general fund to complete 2024. Second by Russ Motion carried.
- **B.** Utility Clerk position-update Kim Sipe was hired. She will have 4 days to work with Karen to get training. Dec 6th is Karen's last day.
- C. Update on Ambulance and Fire Funds and Townships-Agreements-Robin will work with Amber to clarify the agreements, so moving forward anyone will be able to execute the billing process timely and without question. The townships have been billed and checks are coming in.
- **E. Marina Accounting Practices Update on Hey Gov**-the finance committee and Hey Gov are awaiting on the fee schedule for the marina which will be discussed at the Public Properties meeting.
- **F. Dominion-**Billable Invoice-Update-the attorney is working on the back billing but Amber has billed for the coming year.
- G. ARPA Funds-Final commitment for funds. Amber is working on this. We have a deadline to get all this information in for approval. The last concern are the generators quoted for the City hall. There appeared to be an error. Nate and Heath corrected the amount for City Hall should be \$53,181.25. Discussion as to whether we should go with Total Energy Systems or Generac ensued. Both companies are excellent and reputable. Total Energy Solutions is more costly but it was pointed out Generac is a residential product as opposed to Total Energy Solutions a commercial product. Reviews researched on the internet revealed Generac is recommended

and Total Energy Solutions is highly recommended. In addition to the higher cost with Total Energy Solutions we need to provide the electrical installation. This may add \$10,000 to the total price. At this time we could correct some electrical issues at the fire station. Given the fact we had a storm and were without power in these two areas it was agreed this is a need for our community. These two areas are significant in the role they play to support the community in the time of a disaster, they should not be without power. This purchase will help spend all the ARPA funds. Any additional funds needed we can cover through the CIP. A motion was made by Bobbi to move to council purchasing the Total Energy Systems, LLC with Nate checking on a final estimate. Second Russ. Motion carried.

#### 4. New Business:

- **A. Financial Report-**we were given printed reports as council people have been struggling with their email accounts. We did not have time to review. We will move to council and bring concerns if there are any to the council meeting.
- B. Review available invoices for approval. There were no invoices available.
- **5. Announcements-**Augie is traveling to Racine to check out some docks.
- 6. Adjournment Motion by Russ to adjourn. Second by Jeff. Motion carried. Meeting adjourned at 5:24 pm

Respectfully submitted,

Robin S. Nelson

#### **Kewaunee Public Library Report for November 2024**

Current Highlights: November circulation was 4,213 with a YTD of 40, 469. We ran a reading challenge in November with donated prizes. We had 357 entries! We are working with our builder and planning a January timeframe to work on the bathroom accessibility project. On November 12<sup>th</sup>, we hosted the Great Lakes Great Read event at our library as part of our Page Turner's Book Club. Sally Cole-Misch, author of The Best Part of Us was here in person to share her writing experience and take questions from the readers. Our Give a Gift of Reading program kicked off. We are collecting books until mid December. Donations go towards the Toys for Tots distribution. In November, our DIY event was a Cranberry Orange Simmer Pot craft. We collaborated with HCE for the event "Is the book better than the movie" with Water for Elephants as the featured title. Kids Can Cook explored creating their own pudding in November. Storytime ran on 4 Fridays and Baby and Me met once. We also hosted an afternoon Movie Matinee of The Fabulous Four. Senior Coffee Club featured a beautiful tray of Wakker Cheese to sample. Carol attended meetings and public hearings with the Kewaunee County Library Services Board to update the county library plan. We put our Maker Space STEAM cart out for the first time. This will go out monthly with different STEAM projects to create.

**Future Highlights:** Due to a large response, we are expanding our Gingerbread House event to three separate sessions. We have a full calendar for December. We are starting to wrap up our year and looking towards the data collection in January for the DPI state report.



#### KEWAUNEE POLICE DEPARTMENT

401 Fifth Street, Kewaunee, Wisconsin 54216

Robin A. Mueller Chief of Police

Facsimile: 920-388-5024

Telephone: 920-388-5010

#### **NOVEMBER 2024 POLICE STAFF REPORT**

- 11/06 & 11/20: All KPD Officers participated in a refresher class on Crime Scene Processing and Evidence Collection. The training was sponsored by the Kewaunee County Sheriff's Department and held at the Evidence Facility.
- 11/11: Chief Mueller attended a presentation with countywide Emergency Service Department Heads to learn more about L3 Harris and the radio services they provide. This is one of many meetings regarding the Daily Use Radio Grant being prepared by Sheriff Matt Joski.
- 11/11: Chief Mueller attended the regular City Council Meeting. Unanimous decision from the Council to approve an increase in holiday pay for part-time patrol officers.
- 11/12: KPD Officers attended training to transition to using the Taser 10 (CEW) Conducted Energy Weapon. All full-time staff are now carrying the Taser 10.
- 11/13: Ofc. Gulbrand attended the regularly scheduled SWAT Training with the Kewaunee County SWAT Team.
- 11/13: Ofc. Schlies attended a training on conducting Sexual Assault Interrogations. The training explored sex offender psychology, questioning methods and unique challenges posed during these interrogations.
- 11/14: Chief Mueller attended a training on The Resilient Leader, presented by Lexipol.
- 11/19: Chief Mueller attended the Personnel Committee Meeting. Discussion on Salary/Wage Grade System and Wage Rates.
- 11/22: KPD Officers, the WI State Patrol and Deputies with the Kewaunee County Sheriff's Department all assisted to provide traffic control for another successful Christmas Parade.
- 11/27: Ofc. Gulbrand attended the regularly scheduled SWAT Training with the Kewaunee County SWAT Team.

Robin A. Mueller Chief of Police



## **KEWAUNEE POLICE DEPARTMENT**

Telephone: 920-388-5010

Facsimile: 920-388-5024

401 Fifth Street, Kewaunee, Wisconsin 54216

Robin A. Mueller Chief of Police

#### **NOVEMBER 2024 POLICE STAFF REPORT**

Month	No. of Service Calls
January	138
February	98
March	105
April	149
May	166
June	156
July	148
August	154
September	144
October	144
November	115
December	
2024 Total	

NATURE:	NOVEMBER TOTALS:	W.	NATURE:	NOVEMBER TOTALS:
Abandoned Vehicle	0		Littering	0
Alarms	2		Local Ordinance	6
Alcohol Offense	0		Lockout	5
Animal Problems	2		Lost/Found Animal	4
Apprehension Rqst	0		Lost Property	2
Assault	0		Missing Person	1
Bail Jumping	0		Mutual	1
Boat Incident	0		ND Accident	2
Burglary	0		Noise Complaint	0
(Intentionally left	blank)		Obstructing	1
Car/Deer Accident	3		Officer Injury	1
Child Abuse	0	1	OWI	1
Citizen Assist	3		Parking Problem	1
Citizen Dispute	0	W.	PD Accident	0
Communications	0	103	PI Accident	0
Consent Search	0		Pornography	0
Controlled Burn	0	ER.	Probation Pick Up	1
Coroner	0		Property Check	0
Court Order	0	137	Property Damage	1
Death Investigation	0	1	Public Health	0
Deliver Message	0		Public Nuisance	0
Disabled Vehicle	2		Recovered Property	0
Disorderly Conduct	2	U.S.	Rescue	31
DNR Violation	0		Robbery	0
Domestic	0		Runaway Juvenile	0
Drill	0	File	Sex Offense	0
Drug Investigation	1		Squad Damage	0

# **KEWAUNEE POLICE DEPARTMENT**

Telephone: 920-388-5010

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401 Fifth Street, Kewaunee, Wisconsin 54216

Robin A. Mueller Chief of Police

EM-1	0	Suicide Attempt	0
Escort	1	Suspicious	2
Extra Patrol	1	Tavern Check	0
Fire	2	Theft	3
Fireworks	0	Threatening	0
Fraud	2	Tobacco Problem	1
Gas Drive Off	2	Traffic Hazard	0
Harassment	4	Traffic Offense	3
Hazmat	0	Trespassing	0
Highway Debris	0	Truancy	3
Hit & Run Accident	1	Unsecure Premise	1
Illegal Burning	0	Utility Problem	0
Information	5	Warrant Pick Up	2
Intoxication	0	Weapon Offense	0
Juvenile Problem	2	Welfare Checks	4
Keep the Peace	0	911 Hang Ups	3



Community Infrastructure • Architecture • Environmental Services

1695 Bellevue Street Green Bay, WI 54311 920-491-9081 www.cedarcorp.com

Date	December 4, 2024
То	Mayor Vollenweider, Council Members, and Administrator Eddy
From	Brandon Strelow
Subject	Monthly Engineer's Report

#### **Municipal Consultive Services Agreement**

- Respond to staff phone calls and emails on various topics
  - Advise as necessary
- Meetings attended
  - o November 11 City Council
  - November 14 Second meeting with CORP Committee
  - o December 4 Second Design Standards meeting with City Staff

#### **Existing Projects**

#### **Tug Bollard Replacement**

- Preparing record drawings
- Coordination with contractor to get fenders installed

#### **Dodge Street Reconstruction**

- Working on design
- 30% design review with City Staff after finalizing Design Standards

#### **Main Street Reconstruction**

- Topographic and existing conditions survey completed
- Staff working on basemap of existing conditions

#### **Family Dollar**

Preparing record drawings

#### Comprehensive Outdoor Recreation Plan (CORP)

- CORP Committee meeting #2
  - Went through Strengths, Weaknesses, Opportunities, and Threats (SWAT) analysis
  - Reviewed draft materials of park inventory, maps, and recreational needs analysis
  - Reviewed Park and Recreation Survey questions

- Provided City Staff promotional flyer with QR code and link to access Park and Recreation Survey that can be posted on the City website and social media pages, at gas stations, bars, restaurants, grocery store, post office, City Hall, library, businesses, etc.
  - o Survey will be activated on December 6 and be available for approximately 6 weeks
- Coordinating Public Information Meeting #1 to be hosted at City Hall towards the end of January 2025

#### **Design Standard Policy and Stormwater Ordinances**

- Design Standards
  - o Updated draft from review meeting #1 with City Staff
  - Meeting #2 with City Staff to review draft and update as needed
  - Next steps
    - Finalize standards
    - Incorporate standards into specifications and construction details
    - Review Design Standards with committee or council
    - Council adopt Design Standards
- Stormwater Ordinances
  - Provided City Staff with examples of state requirements and ordinances that Cedar believes were put together well from other communities
- General discussion on special assessments
  - Cedar to provide examples of special assessment policies from other communities with suggestions on creating consistent and transparent policies

#### **Novmber Staff Report 2024**

Marina Manager: August Kinjerski

- Office Report
- I will be out of office 12/9/-12/13/2024
  - o Budget and Fee Schedule ready for Public Property Committee
  - Heath is working on a Marina Committee (not sure if that correct title)
    - Moved to Dec 5
- Property Committee Nov. 7 (Projects for Winter) moved to Dec. 5
  - Contracts for camping and Boating (wording)
  - Two companies quote Campground Bathroom Flooring, Marina Lounge, and Office.
    - Legacy Coating
    - N.E.W Coating
  - o Kiosk Machine
    - Flowbird
    - Elitepaymentsystems
  - Martin Security
    - Pricing new cameras
    - Adding 2 Cameras in back/Parking lot
  - o Roof Quotes
    - Asked 4 Businesses
    - 3 replied as of 11/14/2024
    - 3 Metal/ 1 Single turned in a quote
  - o HeyGov.
    - Tax table
    - Boat Launch Envelopes
  - o Contracts
  - o Boat
- All Boat launch Docks are removed
- Leads on Dock replacement
  - o Pier and Water Solution
- Using vacations during holiday.



City of Kewaunee 401 Fifth Street Kewaunee, WI 54216 T: 920-388-5000

F: 920-388-5025

#### **MEMORANDUM**

To: Common Council

From: Heath Eddy, City Administrator

Re: November Staff Report

Date: December 6, 2024

This is a basic summary of activities by the City Administrator for the month of November 11-December 6, 2024:

#### **Noted Changes:**

- Kimberly Sipe accepted the position of Utility Clerk/Administrative Assistant with the City. Her first day of employment was December 3, 2024.
- Public Works and Police placed a variety of equipment in the Wisconsin Surplus Online Auction and received the following bid totals:
  - 2001 Sterling L9500 Single Axle Patrol Dump Truck with Plow and Wing \$5,222
  - o 1995 Sonoma St. Regular Cab 2WD Pickup Truck \$2,275
  - o 1991 Ford L8000 Vac-Con Sewer Jetter Vacuum Truck \$10,375
  - o Little Tikes Playground Equipment (disassembled) \$221
  - o 1986 Mack MS Leach 20 Yd Rear Loader Garbage Truck \$1,001
  - o (2) 2002 AC Water booster pumps/2002 US Electric 100 HP motor \$405
  - o Ctech T40-302 CopBox Tactical 2-Drawer Aluminum Cabinet w/ Gear Guard \$500
  - o Mr. Heater Natural Gas 50,000 BTU/hour Unit Heater \$330
  - o Dakota 283 G3 Framed Door Dog Kennel \$205

The last two items will be treated as K9 donations (assuming they were purchased with donations rather that City funds). The 2001 Sterling and 1986 Mack proceeds are revenue under "sale of titled assets", while the playground equipment, booster pumps/motor, and car box will be treated as "proceeds of sale" for accounting purposes. The 1991 Jetter is a titled asset to the Wastewater Utility Fund (620) while the 1995 Sonoma is a titled asset to the Marina Fund (203).

#### **Meetings/Communications:**

- 1. November 11, Utility Clerk interviews
- 2. November 11, Common Council
- 3. November 14, Ald. Roberta Jeanquart
- 4. November 14, CORP Ad Hoc Committee meeting #2
- 5. November 15, Ald. John Blaha

- 6. November 15, Webinar: Maintaining Public Green Stormwater Infrastructure, Municipal Case Studies
- 7. November 15, Utility Clerk interviews
- 8. November 19, Mayor Vollenweider
- 9. November 19, Personnel Committee
- 10. November 20, KCEDC Board
- 11. November 28-29, THANKSGIVING HOLIDAY (Office Closed)
- 12. December 2, Special Common Council 2025 General Fund Budget Hearing
- 13. December 3. Finance Committee
- 14. December 4, Design Standards meeting with Cedar Corporation
- 15. December 5, Mayor Vollenweider
- 16. December 5, Public Works Committee
- 17. December 5, Public Property Committee
- 18. December 6, Webinar: 2024 Ethics Roundup
- 19. December 9, Common Council

#### **Administrative Duties:**

- 1. Conferred with the City Attorney on a range of code issues, State Statute interpretations, and local code compliance, as well as address a submitted lawsuit.
- 2. Prepared Common Council meeting memoranda and formatted resolutions for consideration.
- 3. Coordinating inspections and permits systems with SAFEbuilt.
- 4. Conferred with property owners regarding development requirements and potential new uses.

#### **Priorities:**

There are several priorities that I have been working on:

- **Design Standards/Stormwater Management Code.** Began the process of developing comprehensive construction standards for public infrastructure on new construction. Will continue in subsequent meetings with engineers at Cedar Corporation.
- Comprehensive Outdoor Recreation Plan (CORP) update. Next meeting is to discuss prioritizations of improvements or changes to parks and open space.
- **Project HOMESTEAD**. KCEDC has selected a consultant to help prepare the plan for how to implement a housing program in the County.
- Senior Center. Staff is coordinating discussions with the Community Center Committee, Mayor, and City Engineer about the process for engaging in the development and construction of a new senior center to be located on the Marquette School property. The next meeting is scheduled for July to work out the parameters of the necessary building design work and site design.
- Job Descriptions Reviews. Personnel Committee is reviewing existing job descriptions and preparing reviews of those for administration staff and public works. Next up are administration positions of those positions located in the Municipal Building.
- Library MOU. Staff will be meeting with the Library Board June 19 to discuss a draft MOU and further flesh out what is going to be needed in that document to further define responsibilities in preparation to move the library budget from the General Fund to a separate fund.

- **Zoning Code Rewrites.** As time allows, staff continues working on draft Sign regulations based on Plan Commission review and input to address actual conditions of signs in the City to minimize nonconformities.
- Land Division Code Comprehensive Rewrite. I am in the process of procuring alternative ordinances for subdivision and land division processes beyond what is currently in the Municipal Code. The objective is to provide a more comprehensive approach to land division regulation.
- Capital Infrastructure Funding Analysis. As time avails, I am preparing an analysis which will go through a few rounds of refinement, but at its base illustrates the financial challenges facing the City with regard to funding capital maintenance programs for all infrastructure and assets owned by the City. The debt issuance for this work is the tip of a large iceberg.



# We want to hear from you! Park & Recreation Survey



# City of Kewaunee Comprehensive Outdoor Recreation Plan 2025-2029













Every 5 years, the City updates this plan to assess the condition of its parks and open spaces and guide the expansion, enhancement, and preservation of open space and recreation opportunities, as well as to remain eligible for State grant funds.

With the current plan set to expire, the City is seeking your input on its current recreation facility needs and desires, whether they are short-term (next 5 years) or long-term (10 to 20 years).

Please consider taking this survey to provide your valuable input.

Use this link, or scan the QR code, to access the survey: https://www.surveymonkey.com/r/kewauneeCORP

Survey opens December 6, 2024, and closes on January 17, 2025.



# \*\*\* OFFICIAL PROCLAMATION \*\*\*

WHEREAS	in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and
WHEREAS	this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
WHEREAS	Arbor Day is now observed throughout the nation and the world, and
WHEREAS	trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, <i>and</i>
WHEREAS	trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and
WHEREAS	trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
WHEREAS	trees — wherever they are planted — are a source of joy and spiritual renewal.
NOW, THEREFORE,	I, Jeff Vollenweider , Mayor of the City of Kewaunee, WI , do hereby proclaim April 25th, 2025 as ARBOR DAY  In the City of Kewaunee, WI , and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and
FURTHER,	I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.
DATED THIS	day of,



Mayor \_\_

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 9, 2024
REPORTS & RECOMMENDATIONS	Adopt Resolution No. 2024-2050 establishing Wages and Salaries for 2025	ITEM NUMBER 8.a

#### BACKGROUND

Attached is Resolution No. 2024-2050 which establishes wages and salaries for City employees for the 2025 fiscal year. This includes proposed rates for administration, police (non-union) and public works, as well specified part-time temporary or seasonal positions, including:

- Seasonal public works and marina help
- Part-time patrol officers
- Elections inspectors
- Crossing Guards

The resolution does not include rate changes for either Fire or Ambulance staff.

#### **ANALYSIS**

This resolution implements the 2025 Budget for payroll and the rates of pay go into effect January 1, 2025. It incorporates the changes as differentiated for the Police Department and otherwise all other pay rates are 3% cost of living adjustment above 2024 rates.

One position is listed four times: Public Works Full-time General Laborer. There are three authorized positions, but one is for an employee who has indicated retirement is pending; however, he's still in City employment and therefore the position is listed both for his rate of pay (\$27.80/hour) and the proposed 2025 rate of \$21.22/hour for entry level.

#### BOARD/COMMITTEE/COMMISSION RECOMMENDATION

None

#### FISCAL NOTE

These pay rates are included in the 2025 Budget.

#### STAFF RECOMMENDATION

Staff recommends adoption.

#### IF APPROVED, NEXT STEPS

Staff implements the pay rates for 2025.

#### RECOMMENDED MOTION

"I move we approve Resolution No. 2024-2050 adopting City employee wages and salaries for 2025."

Administration: HE/Clerk/Treasurer: AVV/Police: RM/Public Works: NS/Marina: AK

#### **RESOLUTION NO. 2024-2050**

CITY OF KEWAUNEE

#### A RESOLUTION ADOPTING CITY EMPLOYEE WAGES AND SALARIES FOR 2025

WHEREAS, the City Finance Committee examined the salaries of all employees for the various departments and recommended within the 2025 Budget appropriate wage and salary increases, and

WHEREAS, the City Finance Committee examined the 2025 Budget and recommended adoption of the levy to include wage and salary increases for employees from the various departments, and

WHEREAS, the City Council held a public hearing on December 2, 2024 in accordance with state law to finalize and adopt a local levy, in which included wage and salary increases for employees of the city, and

WHEREAS, the City Personnel Committee reviewed wage levels for certain positions and provided any recommendations regarding changes to pay levels as they considered appropriate;

NOW. THEREFORE, BE IT RESOLVED, by the City Council of the City of Kewaunee in Kewaunee County, Wisconsin does approve the following wage increases for calendar year 2025, beginning January 1st, for the following:

Administrator Police Chief Clerk/Treasurer Marina Manager Deputy Chief Public Works Superintendent Water Supervisor Full-time Public Works Full-time General Laborer Parks Supervisor Full-time Wastewater Operator Utility Clerk Public Works Full-time General Laborer	\$108,179.97/salary \$90,552.24/salary \$66,950.00/salary \$53,379.40/salary \$38.50/hour \$31.83/hour \$29.18/hour \$27.80/hour \$26.52/hour \$25.37/hour \$24.72/hour \$21.22/hour \$21.22/hour \$21.00/hour
Patrol Officer, Part-time Chief Election Inspector Election Inspectors Crossing Guards Seasonal Public Works Grounds Maintenance Seasonal Marina	\$31.00/hour \$11.00/hour \$10.30/hour \$40.00/hour \$16.00/hour \$16.00/hour

RESOLUTION	NO.	2024-2050
Page 2		

Passed and adopt	ted at a regular meeting of the Comn	non Council of the City of Kewaunee this
9th day of December, 20		

9th day of December, 2024.	
	APPROVED:
	Jeffrey L. Vollenweider Sr., Mayor
ATTEST:	
Amber Vande Velden Clerk/Treasurer	
Ayes Abstain Absent	

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 9, 2024
REPORTS & RECOMMENDATIONS	Review and adopt 2025 Budgets for Marina Fund, Water Utility Fund, and Wastewater Utility Fund	ITEM NUMBER 8.b

#### BACKGROUND

Attached are the 2025 budgets for the Marina Fund (203), Water Utility Fund (610) and Wastewater Utility Fund (620). It should be noted as follows:

- None of these budgets include any capital outlays to be placed in reserve;
- Wastewater Utility budget could include a capital outlay though some of that is a result of the USDA loan requirements to maintain a specific balance.
- Marina and Water Utility budgets are running in the red in part because of (1) lax revenues to the Water Utility for 2024 and (2) Marina revenues rebounding but not able to compensate for costs.
- The Marina fund in 2024 is currently in the black (\$167.49) but is expected to be in the red by about \$20,000 by end of year.

#### **ANALYSIS**

The recommendation for the budgets does not indicate any changes to the budgets as proposed.

#### BOARD/COMMITTEE/COMMISSION RECOMMENDATION

Finance Committee forwarded the budgets to Council for review and adoption at their December 3 meeting.

#### **FISCAL NOTE**

This establishes authorized budgets for 2025 for the Marina, Water Utility, and Wastewater Utility.

#### STAFF RECOMMENDATION

Staff recommends adoption.

#### IF APPROVED, NEXT STEPS

Staff implements the budgets in the accounting system and for purposes of future business work in 2025.

#### RECOMMENDED MOTION

At Council's discretion.

Administration: HE/Clerk/Treasurer: AVV/Marina: AK/Public Works: NS/Water Utility: TS/Wastewater Utility: LM

MARINA FUND (FUND 203) ACCOUNT NO. ACCOUNT DESCRIPTION	2023 Adopted	2023 Y-T-D	2024 Adopted	2024	2025	Difference
ш	Budget	12/31/2023	Budget	T-I-D 10/31/2024	Proposed Budget	
203-00-46118-000-000 FUEL SALES	20,000	37,810	47,000.00	40,145.51	39.000 00	20 E%
-1	161,861	93,595	94,000.00	95,955,32	94 000 00	
- 1	27,000	22,366	23,000.00	23,672.56	23,000,00	
- 1	25,000	29,646	30,000,00	29,296.89	30.000.00	
- 1	2,000	9,138	9,200.00	10,263.10	9 200 00	
- 1	000'9	7,834	7,900.00	9.159.87	8 231 60	
- 1	8,000	10,572	10,600.00	8,843.01	8 800 00	
- 1	25,000	23,400	23,500.00	35,555.78	27,000,00	
- 1	2,000	2,141	2,150.00	1,628,28	1 000 00	
- 1	2,500	45	100.00	28.44	50.00	
203-00-46726-000-000 LATE FEES	2,000	0	800.00	00.0	500.00	
PUBLIC CHARGES FOR SERVICES TOTAL	\$314,361.00	\$236,547.66	\$248,250.00	\$254,548.76	\$240,781.60	
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	0.00	1.090	500.00	2 776 09	1 000 00	
				6 241 75	00.000,1	
	1,000.00	0.00	500 00	0.1.0	00.00	
203-00-48920-000-000 FISHING TOURNAMENTS			250 00	00.0	0.00	*NO*
203-00-49200-000-000 TRANSFERS IN			74.822.00	00.0	00.062	%0.0 #Div/vol
MICELLANEOUS REVENUES TOTAL	\$1,000.00	\$1,089,96	\$76.072.00	\$9.117.84	\$4 250 00	
				10:10	00.003(14)	-5865.8%
TOTAL REVENUES	\$315,361.00	\$237,637.62	\$324,322.00	\$263,666.60	\$242,031.60	-34.0%
امد						
- 1	68,574.00	67,737.01	81,353.43	61.565.81	59 110 20	-37 G0/
- 1	25,200.00	36,824.21	34,000.00	35,280.51	34 000 00	
	1,000.00	296.70	1,000.00	0.00	1.000.00	
- 1	11,440.00	00:0	2,000.00	0.00	00.0	/\lQ#
203-00-55480-130-000 MAKINA FICA CONTRIBUTION	9,326.00	7,658.30	5,237.00	7,188.98	7,199.43	
-	4,271.00	4,617.55	5,613.36	4,338.91	4.147.60	
-	11,790.00	12,371.17	34,587.58	15,644.26	30,443.45	
	0.00	984.11	800.00	552.48	800.00	
203-00-33490-134-000 MARINA HEALTH SAVINGS EXP	00.00	327.14	200.00	346.28	500.00	
1	300.00	231.83	200.00	179.97	500.00	
1	2,000.00	3,093.80	3,000.00	4,483.02	4,735.00	
1	1,030.00	0.00	1,000.00	0.00	0.00	#DIV
1	00.000,00	110.84	150.00	142.97	150.00	%0.0
1	2,000,00	30,784.13	25,000.00	20,659.91	30,000.00	16.7%
1	2,040,00	1,907.89	1,800.00	1,682.01	2,020.00	
ı	00:000	012:00	00.000,1	19.64	240.00	-316.7%

-18.0%	\$2/1,415.68	\$263,499.11	\$320,212.37	\$343,643.82	\$314,361.00	TOTAL
#DIV/0i		10,953.73				203-00-55490-830-000 MARINA CAPITAL PROJECTS RESEVE
#DIV/0i		16,233.45	0.00	26,559.00	00:0	203-00-55490-800-000 MARINA CAPTAL OUTLAY
%0.0	4,500.00	2,908.65	4,500.00	4,477.52	4,100.00	203-00-55490-520-000 MARINA WORKERS COMP
36.4%	13,000.00	11,786.56	8,271.00	8,270.92	5,500.00	203-00-55490-510-000 MARINA PROP/AUTO INS
%0.0	250.00	250.00	250.00	00.00	00'0	203-00-55490-395-000 MARINA FISHING TOURNAMENT
20.0%	7,500.00	7,359.92	00.000,9	5,632.78	00.000,9	203-00-55490-393-000 MARINA MERCHANDISE FOR RESALE
40.0%	200.00	519.37	300.00	321.10	00'0	203-00-55490-391-000 MARINA OFFICE EQUIPMENT
-25.0%	400.00	158.10	200.00	181.37	1,000.00	203-00-55490-000-000 MARINA MISC EXP
100.0%	2,000.00	00:0	00.00	216.79	1,750.00	203-00-55490-380-000 MARINA ANIMAL CONTROL
-28.6%	35,000.00	34,640.16	45,000.00	34,554.41	20,000.00	203-00-55490-372-000 MARINA FUEL FOR RESALE
-25.0%	2,000.00	1,097.65	2,500.00	1,256.07	1,710.00	203-00-55490-371-000 MARINA GAS & OIL
%0.0	15,000.00	11,669.67	15,000.00	36,305.46	20,000.00	203-00-55490-364-000 MARINA REP/MAINT DOCKS
%0.0	4,000.00	893.07	4,000.00	5,174.60	8,500.00	203-00-55490-363-000 MARINA MAINTENANCE - BLDG
4.8%	4,200.00	3,719.11	4,000.00	7,122.64	8,500.00	203-00-55490-361-000 MARINA MAINTENANCE - EQUIP
-233.3%	1,200.00	2,182.78	4,000.00	5,846.07	00.000,7	203-00-55490-340-000 MARINA OPERATING SUPPLIES
#DIV/0!	00.0	525.00	00:00	572.86	2,000.00	203-00-55490-335-000 MARINA CONF/SCHOOL/TRAINING
#DIV/0i	00.0	0.00	00.00	228.00	1,200.00	203-00-55490-331-000 MARINA HOTEL/MOTEL EXP
#DIV/0i	00.0	33.33	00.00	129.07	200.00	203-00-55490-330-000 MARINA MILEAGE & MEAL EXP
-34.6%	260.00	283.00	350.00	250.00	430.00	203-00-55490-324-000 MARINA LICENSES/PERMITS
0.0%	1,000.00	785.22	1,000.00	1,658.64	1,000.00	203-00-55490-322-000 MARINA ADVERTISING
16.7%	00.009	61.10	200.00	41.25	200.00	203-00-55490-321-000 MARINA DUES
34.4%	3,050.00	1,999.12	2,000.00	1,613.61	2,000.00	203-00-55490-316-000 MARINA PRINTING & PUBLISHING
%L'99-	300.00	1,059.23	200.00	2,033.55	150.00	203-00-55490-310-000 MARINA OFFICE SUPPLIES
#DIV/0i	0.00	00.0	00.0	00:0	300.00	203-00-55490-292-000 MARINA MEDICAL TESTING FEES
-1226.0%	1,810.00	1,856.17	24,000.00	33,441.43	250.00	203-00-55490-290-000 MARINA CONTRACTUAL SERV

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Difference			#DIVIO#	1000	0.0%	-1 4%	-16.5%	0.0%	%U U	-1.8%	28.6%	-1.0%	%9·0-		34.8%	80.0%	#DIV/Oi	-20.0%	%0.0	%0.0	25.3%		#DIV/0i	#DIV/0i	#DIV/0i	#DIN/0i	-24.6%		%2 6	%6'06	-980.0%	%0.0	-20.9%	%0.0	#DIV/0i	82.9%	%0.0	30.0%	43.3%	70.0%	#DIV/OI	#DIA/Oi	-39.3%	0.0%
2025	Proposed	Budget	000	1 000 00	320,615.40	82,000,00	18,000.00	13,500.00	256,776.00	23,000,00	1,400.00	26,000.00	742,291.40		23.000.00	10.000.00	0.00	10,000.00	300.00	250.00	43,550.00		0.00	0.00			\$785,841.40		171.729.67	11,000.00	2,500.00	30,000.00	14,100.00	17,500.00	00:00	35,000.00	40,000.00	15,000.00	3,000.00	2 000 00	00.00	00.0	14,000.00	35,000.00
2024	Y-T-D	10/31/2024	000	210 00	281 830.32	68.894.29	16.091.07	11,240.00	213,964.60	20,029.77	1,731.20	20,194.63	634,185.88		25.403.50	15,684.48	0.00	1,313.01	0.00	0.00	42,400.99		0.00	00:00	00:00	0.00	\$676,586.87		116,613,28	00.00	15,812.27	19,795.44	3,567.78	7,893.04	00:00	680.13	4,225.64	5,500.00	470 30	525.51	0.00	00:0	10,229.88	33,031.62
2024	Adopted	Budget	00.00	1.000.00	320,615.40	83,167.74	20,977.74	13,500.00	256,776.30	23,411.04	1,000.00	26,265.66	746,713.88		15,000.00	2,000.00	00.00	15,000.00	300.00	720.00	32,550.00		00:0	00.00	200,000.00	200,000.00	\$979,263.88		155,000.00	1,000.00	27,000.00	30,000.00	24,100.00	17,500.00	5,800.00	00.000.00	40,000.00	10,500.00	3,000,00	2,000.00	200.00	30,400.00	19,500.00	35,000.00
2023	Œ,	12/31/2023	0.00	2,163.60	289,122.82	75,180.75	29,204.53	17,821.62	249,928.37	22,110.00	1,474.06	27,832.54	714,838.29		23,074.95	6,753.40	20.5	31,157.59	51.01	208.80	61,551.77		0.00	0.46	0.00	0.46	\$776,390.52		135,211.53	00:00	195.99	18,699.15	28,554.52	11,178.80	835.56	308.0Z	30,719,31	0,303.00	2 235 72	1,041.39	00:0	00:00	19,794.80	36,358.13
2023	Approved	Budget	10,000.00	4,500.00	338,145.00	67,518.00	49,930.00	20,000.00	239,166.00	20,500.00	300.00	0.00	750,059.00		00:00	200.00	0.00	0.00	00.00	00.00	00.002,r		0.00	280,000.00	200,000.00	480,000.00	\$1,231,259.00		158,116.00	1,000.00	27,000.00	30,900.00	14,086.00	00.000,11	00.000.8	9,000.00	40,000.00	500.00	9.800.00	2,000.00	500.00	00'0	5,740.00	22,700.00
Account Description		S FOR SERVICES	Ы.	- 1	1	1	- 1	- 1	-	- 1	-	MULII PAMILY	IOIAL	삥	- 1	- 1	-	410 OTHER NON-OF INCOME-AID CONSTR	1	ı	IOIAL	I WATER		421 CABITAL DAID IN DO MILINI	CALLIAL FAID IN DT MOIN	IOIAL	REVENUE TOTAL		П	- 1	600 REPAIR & MAIN ENANCE-WELLS	1	П	1	1	1	1	653 MAINTENANCE OF METERS		ш	- 1	- 1	921 OFFICE SUPPLIES & EXP	
Account No		PUBLIC CHARGES FOR SERVICES	610-00-46116-000-000	610-00-46411-000-465	610-00-46451-000-461	610-00-46452-000-461	610-00-46453-000-461	610-00-46454-000-462	610-00-46455-000-463	610-00-46456-000-464	610-00-46457-000-470	010-00-40400-000-4		MISCELLANEOUS REVENUES	610-00-48110-000-419	610-00-48110-000-420	610-00-48150-000-419	610-00-46210-000-416	610-00-48920-000-425			PROCEEDS FROM WATER	640 00 40000 000 424	610-00-49200-000-421	2007-2008-00-010			CAPITAL OUTLAY	610-00-57510-000-600	610-00-57510-000-605	610-00-5/510-000-606	610-00-57520-000-623	610-00-57530-000-634	610-00-57540-000-640	610-00-57540-000-650	610-00-57540-000-651	610-00-57540-000-652	610-00-57540-000-653	610-00-57540-000-654	610-00-57540-000-655	610-00-57570-000-670	610-00-57580-000-920	610-00-57580-000-921	010-00-10-00-010

-16.3%	\$788 179 71	\$546,710,19	\$916.314.08 \$546.710.19 \$788.179.71	\$642.522.45	\$1.231.259.00 \$642.522.45	TOTAL EXPENSES
#DIV/0i	00.00	0.00	175,000.00	-36,455.00	637,143.00	OTHER FINANCING USES
#DIV/0i	00:00	0.00	00:00	00'0	1,643.00	610-00-59300-000-000 CONTINGENCIES
#DIV/0i		00:0	145,000.00	-36,455.00	145,000.00	610-00-59200-000-930 TRANSFERS OUT
#DIV/0i		00:0	30,000.00	00'0	490,500.00	610-00-59100-000-935 CAPITAL OUTLAY
#DIV/0i	0.00	0.00	00:0	00'0	00'0	610-00-59001-000-904 BAD DEBT
						OTHER FINANCING USES
%0.0	259,788.00	257,324.15	259,788.08	98,691.94	163,145.00	DEBT SERVICE TOTAL
0.0%	160,000.00	160,000.00	160,000.00	-1.00	62,013.00	610-00-58200-000-810 PRINCIPAL
#DIV/0i	00.00	0.00	00:00	00.00	0.00	610-00-58200-000-428 AMORTIZATION EXP
0.0%	99,511.00	97,324.15	99,511.00	98,084.61	101,132.00	610-00-58200-000-427 INTEREST EXP
0.0%	277.00	0.00	277.08	608.33	0.00	610-00-58100-000-428 DEBT ISSUANCE COSTS
						DEBT SERVICE
8.9%	528,391.71	289,386.04	481,526.00	580,285.51	430,971.00	CAPITAL OUTLAY TOTAL:
#DIV/0i		00:0	00:0	193,479.00	00.0	610-00-57900-000-403 DEPRECIATION EXP
100.0%	25,000.00	00.0	00:00	12.98	0.00	610-00-57580-000-935 MAINTENANCE OF GENERAL PLANT
20.0%	2,500.00	1,173.48	2,000.00	1,950.76	1,000.00	610-00-57580-000-933 REPAIR & MAINTANENCE-VEHICLES
-268.7%	1,500,00	245.54	5,530.00	4,622.07	4,164.00	610-00-57580-000-930 MISC GENERAL EXP
#DIN/0i	00'0	847.85	00.0	3,046.64	00.0	610-00-57580-000-928 REGULATORY COMMISSION EXP
25.7%	81,062.04	44,854.39	60,258.00	68,810.39	55,689.00	610-00-57580-000-926 EMPLOYEE PEN & BENEFITS
72.9%	17,500.00	16,552.45	4,738.00	12,784.31	17,500.00	610-00-57580-000-924 INSURANCE EXP

# WASTEWATER FUND (Fund 620)

	Difference		/8000	2 1%	18 3%	-4.9%	%0.0	#DIV/0i	%0.0	4.2%	20:	80 n%	20.0%	#DIV/0i	#DIV/0i	#DIV/0!	-13.7%	#DIV/0i	35.7%		#DIVIO#	10//10#	#DIV/0i	#DIV/0i	-0.5%			#DIV//OI	#DIV/OI		6.9%	#DIV/0i	%0.0	-7.4%
	2025 Proposed	Budget	550 000 00	150,000.00	8,400.00	42.000.00	2,000.00	00.0	35,000.00	841.400.00		5.000.00	5.000.00	0.00	00:0	00:0	2,500.00	0.00	12,500.00		000	000	0.00	00.00	\$853,900.00			000	0.00		163,805.08	0.00	43,000.00	lon.oon,ue
	2024 Y-T-D	9/30/2024	510 803 30	138,303.70	8,576.71	33,707.69	2,195.23	00:00	32,285.87	772.599.30		6.971.66	7,683.35	0.00	00:00	00:00	00.00	00:00	14,655.01		000	00.0	00.0	00.0	\$787,254.31			000	0.00		136,720.58	00.00	30,366.90	48,861.11
	2024 Adopted	Budget	549.777.42	153,088.00	9,938.64	44,074.38	2,000.00	00.00	35,000.00	850,167.08		1,000.00	4,000.00	0.00	00.00	200.00	2,841.54	0.00	8,041.54		0.00	0.00	00:00	00.0	\$858,208.62			0.00	00.0		152,453,04	200.00	43,000.00	96,650.00
	2023 YTD	12/31/2023	556,937.62	149,002.06	8,320.82	42,028.13	2,654.97	0.00	37,283.94	864,382.99		18,524.00	5,680.49	00:00	12.29	189.80	2,622.08	0.00	27,028.66		0.04	00.00	0.00	0.01	\$891,411.66			0.00	00.00		146,377.27	175.80	42,950.85	100.120,15
	2023 Approved	Budget	717,194.00	154,010.00	63,862.00	44,591.00	0.00	0.00	30,000.00	1,009,657.00		20,000.00	200.00	00:00	0.00	0.00	7,500.00	0.00	28,000.00		104,283.00	00:0	00:00	104,283.00	\$1,141,940.00			0.00	0.00		125,772.00	0.00	30,000.00	lon:000,000
Account No Account Description		PUBLIC CHARGES FOR SERVICES	П	П	- 1	П	620-00-46415-000-470 FORFEITED DISCOUNTS	620-00-46413-000-633 MISCELLANEOUS OPERALING REV			MISCELLANEOUS REVENUES	ΙI	- 1	- 1	620-00-48200-000-419 SPECIAL ASSESSMENT INTEREST	1	620 00 40440 000 424 INFELIDANOT OF ANY PERSON	020-00-404 IO-000-421 INSURANCE CLAIM RECOVERIES	MISCELLANEOUS REVENUE TOTAL	OTHER FINANCING SOURCES			620-00-49650-000-421 CAPITAL CONTRIBUTIONS	OTHER FINANCING SOURCES TOTAL	REVENUE TOTAL   \$	EXPENSE	PUBLIC WORKS	620-00-53610-000-806 JOINT METERING EXP	PUBLIC WORKS TOTAL	回		- 1	620-00-37310-000-620 CHEMICALS 620-00-37310-000-827 OTHER OPERATING SLIPPLIES & EXP	

1,000.00	25,000.00 100.0%	50,000.00	80,000.00	7,000.00	20,000.00	2,500.00 0.0%	10,000.00	0.00 #DIV/0!	0.00 #DIV/0!	12,500.00 -52.0%	30,000.00	<b>27,000.00</b> 82.5%	79,909.01	10,000.00	0.00 #DIV/0!	0.00 #DIV/0!	0.00 #DIV/0!	14 00 10 10 10 10 10 10 10 10 10 10 10 10
756.80	0.00	0.00	11,008.86	3,090.65	19,655.33	2,065.67	2,091.95	0.00	0.00	8,935.33	18,557.42 30	26,595.85	60,645.00 79	159.04 10	0.00	0.00	0.00	369 510 49 651 714 09
1,000.00	0.00	100,000.00	120,000.00	7,000.00	20,000.00	2,500.00	68,000.00	0.00	0.00	19,000.00	30,500.00	4,738.00	75,425.41	32,000.00	0.00	0.00	00:00	772 466 45
17.94	00:00	2,146.05	1,450.48	2,747.69	9,798.32	2,305.23	36,240.27	00.00	00:0	23,335.89	30,053.74	26,535.59	79,843.42	32,188.80	12,666.00	3,249.00	310,813.00	853 922 42
2,000.00	00:00	00:00	297,000.00	7,000.00	20,000.00	2,500.00	00.000,89	12,000.00	00:00	4,000.00	19,000.00	25,800.00	42,603.00	38,190.00	00:0	00.00	00:00	790.515.00
620-00-57310-000-828 TRANSPORTATION EXP	620-00-57310-000-830 METER EXP	620-00-57320-000-831 MAINTENANCE OF SEWAGE PLANT	620-00-57320-000-833 REP & MAINT - PLANT	620-00-57320-000-834 REP & MAINT - BLDGS	620-00-57320-000-835 REP & MAINT - EQUIP	620-00-57320-000-836 REP & MAINT - VEHICLES	620-00-57320-000-837 REP & MAINT - MAINS	620-00-57330-000-840 BILLNG/COLLECT/ACCTG	620-00-57330-000-843 UNCOLLECTIBLE ACCOUNTS	620-00-57340-000-851 OFFICE SUPPLIES & EXP	620-00-57340-000-852 OUTSIDE SERVICES EMPLOYED	620-00-57340-000-853 INSURANCE EXP	620-00-57340-000-854 EMPLOYEE PENSION & BENEFITS	620-00-57340-000-856 MISCELLANEOUS GENERAL EXP	620-00-57390-000-403 DEPRECIATION	620-00-57390-000-408 TAXES	620-00-57900-000-403 DEPRECIATION EXP	GENERAL GOVERNMENT TOTAL

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DEBT SERVICE							
620-00-69200-000-428	620-00-69200-000-428 DEBT ISSUANCE COSTS	19,238.00	133.34	277.08	00:00	0.00	#DIV/0i
620-00-58200-000-427	620-00-58200-000-427 INTEREST ON LONG-TERM DEBT	100,597.00	97,247.13	11,079.00	51,598.08	52,000.00	78.7%
620-00-58200-000-810 PRINCIPAL	PRINCIPAL	137,090.00	1.00	40,000.00	00.006,06	00'006'06	26.0%
	DEBT SERVICE TOTAL:	256.925.00	97.381.47	51.356.08	142.498.08	142.900.00	64.1%

OTHER FINANCING USES		NOT THE RESERVE OF THE PERSON				
620-00-59000-000-999 LOSS ON SALE OF FIXED ASSET	0.00	00:00	00.0	00:00	00:00	#DIV/0!
620-00-59001-000-427 BAD DEBT	00'0	00:00	00:00	00:00	00:00	#DIV/0i
620-00-59100-000-935 CAPITAL OUTLAY	94,500.00	4,920.00	30,000.00	477,650.00	00.00	#DIV/0i
620-00-59200-000-930 TRANSFERS OUT	0.00	00:00	00.00	00.00	00.00	#DIV/0i
OTHER FINANCING USES TOTAL:	94,500.00	4,920.00	30,000.00	477,650.00	00.0	#DIN/0i

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 9, 2024
REPORTS & RECOMMENDATIONS	Review and approve final commitment of ARPA funds for City projects.	ITEM NUMBER 8.c

#### BACKGROUND

At the October 14, 2024 meeting, Common Council moved to approve the use of ARPA funds for a set of proposals and estimates for the following:

- Ambulance flooring replacement for \$16,249.90
- Administration design standards policy development for \$5,500.00
- Police body armor for \$1,031.48 and new police lockers for \$14,149.73
- Emergency Management backup generators for Fire Station #1 and City Hall for \$36,000 each
- Library bathroom remodel including ADA compliance and new tile for \$32,063.66 (net of remaining grant funds previously secured)
- Public Works replacing LED lighting at Haney Field for \$8,550
- Total: \$149, 544.77

The generators were approved subject to additional investigation by Public Works concerning the efficacy of the type and size of generators, cost for additional electrical connections, etc. Follow-up with the original proposer, Adams Generators of Green Bay, indicated that the City Hall proposal was too small to suffice, and they revised their estimate (attached) although the proposal for Fire Station #1 is adequate to task. Public Works also contacted Total Energy Systems, for quotes for similar sized generators. The quotes for both are attached and summarized below

Proposer	City Hall (80 kW)	Fire Station #1 (36kW)
Adams Generators (Generac)	\$55,000.00	\$36,000.00
Total Energy Systems	\$53,181.25	\$35,769.45

Total Energy Systems' quotes come with a hitch: they don't do any electrical changes necessary to add to the system including the switching. Public Works would have to get quotes from Harv's Electric to do that electrical work before the generators could be installed. However, the reviews for Total Energy have been excellent and better than the Generac systems.

#### **ANALYSIS**

The changes to the generator proposals are recommended by Finance Committee, which believes the Generac proposals are more residential-based generators rather than commercial. The increase in the generator costs would obligate the rest of the ARPA funds.

Recall: All ARPA issued funds must be obligated by December 31, 2024.

#### BOARD/COMMITTEE/COMMISSION RECOMMENDATION

Finance Committee forwarded this recommendation to proceed with the recommendation of Total Energy Systems for the generators (pending electrical quotes).

#### **FISCAL NOTE**

Fund 206 (ARPA) and the investment money market (BOL 0635) will be used to pay for these proposals plus previously approved proposals in October.

# STAFF RECOMMENDATION Staff recommends approval.

IF APPROVED, NEXT STEPS
Staff contacts the contractors to begin the work.

#### RECOMMENDED MOTION

At discretion of Council.

Administration: HE/Clerk/Treasurer: AVV/Public Works: NS/Marina: AK



Job Name: Kewaunee City Hall Quote Number:0027141811 Quote Submitted: 10-28-2024 Valid Through: 11-25-2024 Page: 1

With the uncertainty of the economy and the changes in commodities costs, this proposal is valid for 30-Days. Meaning equipment on this proposal needs to be released for production by 11/25/24 to maintain pricing.

#### "Proven Provider of Critical Power Solutions"

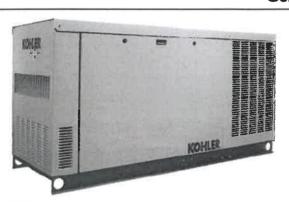
To:

Kewaunee City Hall

From:

Total Energy Systems, LLC

#### Generator



#### Kohler Model: 36CCL

This gas generator set equipped with a 4E8.3 alternator operating at 120/240 volts is rated for 36kW/36 kVA. Output amperage: 150

(Qtv

#### Description

36CCL Generator System

#### Includes the following:

Literature Languages
Approvals and Listings

**Engine** 

Nameplate Rating

Voltage
Alternator
Controller
Enclosure Type
Enclosure Material
Starting Aids, Installed
Oil Pan Heater, Installed
Electrical Accy.,Installed
Electrical Accy.,Installed
Electrical Accy.,Installed

Electrical Accy., Installed

Electrical Accy.,Installed Rating, LCB 1 Amps, LCB 1 English

UL2200 Listing/cUL Genset List 36CCL, Pre Alarms NG Standby

Standby 130C Rise 60Hz, 120/240V, 1Ph, 3W 4E8.3, 1Ph, Brushless

APM402 Sound Aluminum

500W, 120V, 1Ph 150W,110-120V Battery, 1/12V, Wet Battery Charger, 10A

Run Relay

150

2 Input/5 OutputModule Generator Heater 80% Rated





Job Name: Kewaunee City Hall Quote Number:0027141811 Quote Submitted: 10-28-2024 Valid Through: 11-25-2024

Page: 2

Trip Type, LCB 1
Interrupt Rating LCB 1
Fuel Lines, Installed

Miscellaneous Accy,Installed Miscellaneous Accy,Installed

Warranty

Total unit length in inches Total unit width in inches Total unit height in inches Total unit weight (lbs)

Weight/Dimensions Disclaimer \*

NEC Remote, E-Stop
 Lit Kit, Production, 36CCL
 RSA III, Annunciator only

Thermal Magnetic 18kA at 480V Flexible Fuel Lines

Air Cleaner Restriction Ind.

**Coolant in Genset** 

Standard

**Estimates-Not for Construction** 

#### Generator

#### Kohler Model: KG50

This gas generator set equipped with a 4P8X alternator operating at 120/240 volts is rated for 53kW/53 kVA. Output amperage: 221



#### **Qty** Description

KG50 Generator System

#### Includes the following:

Literature Languages
Approvals and Listings

Engine

Nameplate Rating

Voltage

Alternator

Cooling System
Skid and Mounting

Air Intake Controller

Enclosure Type
Enclosure Material

Starting Aids, Installed

English

UL2200 Listing/cUL Genset List

SnglFuel, PreAlarm,NG,Stdby

Standby 130C Rise

60Hz, 120/240V, 1Ph, 3W

4P8X

Unit Mounted Radiator, 50C

Skid, 41"

**Standard Duty** 

**APM402** 

Sound

Steel

1500W,120V





Job Name: Kewaunee City Hall Quote Number:0027141811 Quote Submitted: 10-28-2024 Valid Through: 11-25-2024

Page: 3

Electrical Accy., Installed Electrical Accv..Installed Electrical Accy., Installed Electrical Accy., Installed Electrical Accy., Installed Rating, LCB 1

Amps, LCB 1 Trip Type, LCB 1 Interrupt Rating LCB 1

Miscellaneous Accy, Installed Miscellaneous Accy, Installed Miscellaneous Accy, Installed

Warranty

1

1

1

1

Total unit length in inches Total unit width in inches Total unit height in inches Total unit weight (lbs)

Weight/Dimensions Disclaimer \*

NEC Remote, E-Stop

Flexible Fuel Line (Nat/LP) UL Literature, Production, KG50

RSA III, Annunciator only

Battery, 1/12V, Wet Battery Charger, 10A

Run Relay

2 Input/5 OutputModule **Generator Heater** 

80% Rated

225

**Thermal Magnetic** 18kA at 480V

Air Cleaner Restriction Ind.

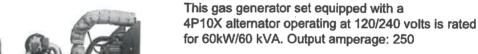
Coolant in Genset **Rodent Guards** Standard 115

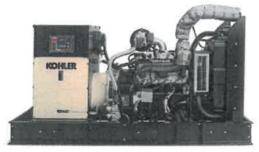
43 67 2.738

Kohler Model: KG60

**Estimates-Not for Construction** 

#### Generator





#### **Description** Qty

KG60 Generator System

#### Includes the following:

Literature Languages Approvals and Listings **Engine** Nameplate Rating Voltage

**English** UL2200 Listing/cUL Genset List SnglFuel, PreAlarm, NG, Stdby Standby 130C Rise 60Hz, 120/240V, 1Ph, 3W





Job Name: Kewaunee City Hall Quote Number:0027141811 Quote Submitted: 10-28-2024 Valid Through: 11-25-2024

Page: 4

Alternator
Cooling System
Skid and Mounting

Air Intake
Controller
Enclosure Type
Enclosure Material
Starting Aids, Installed
Electrical Accy.,Installed
Electrical Accy.,Installed
Electrical Accy.,Installed
Electrical Accy.,Installed
Electrical Accy.,Installed
Electrical Accy.,Installed

Rating, LCB 1
Amps, LCB 1
Trip Type, LCB 1
Interrupt Rating LCB 1
Miscellaneous Accy,Installed
Miscellaneous Accy,Installed

Warranty

Total unit length in inches Total unit width in inches Total unit height in inches Total unit weight (lbs)

RSA III, Annunciator only

Miscellaneous Accy, Installed

Weight/Dimensions Disclaimer \*

NEC Remote, E-Stop
 Flexible Fuel Line (Nat/LP) UL
 Literature, Production, KG60

1

4P10X

Unit Mounted Radiator, 50C

Skid, 41" Standard Duty APM402 Sound Steel 1500W.120V

Battery, 1/12V, Wet Battery Charger, 10A

Run Relay

2 Input/5 OutputModule Generator Heater 80% Rated

250

Thermal Magnetic 18kA at 480V

Air Cleaner Restriction Ind.

Coolant in Genset Rodent Guards Standard 115 43

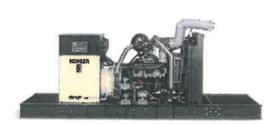
67 2.813

**Estimates-Not for Construction** 

#### Generator

#### Kohler Model: KG80

This gas generator set equipped with a 4T9X alternator operating at 120/240 volts is rated for 80kW/80 kVA. Output amperage: 334





### Total Energy Systems, LLC

Job Name: Kewaunee City Hall Quote Number:0027141811 Quote Submitted: 10-28-2024 Valid Through: 11-25-2024

Page: 5

Qty

**Description** 

KG80 Generator System

Includes the following:

Literature Languages
Approvals and Listings

Engine

Nameplate Rating

Voltage

Alternator
Cooling System

Skid and Mounting

Air Intake

Controller

Enclosure Type

**Enclosure Material** 

Starting Aids, Installed Electrical Accy.,Installed

Electrical Accy., Installed

Electrical Accy., Installed

Electrical Accy., Installed

Electrical Accy., Installed

Rating, LCB 1

Amps, LCB 1

Trip Type, LCB 1

Interrupt Rating LCB 1

Miscellaneous Accy,Installed

Miscellaneous Accy,Installed

Warranty

Total unit length in inches

Total unit width in inches

Total unit height in inches

Total unit weight (lbs)

Weight/Dimensions Disclaimer \*

1 NEC Remote, E-Stop

1 Flexible Fuel Line

1 Literature, Production, KG80

1 RSA III, Annunciator only

English

UL2200 Listing/cUL Genset List

UL, Pre Alarm, NG, Standby

Standby 130C Rise

60Hz, 120/240V, 1Ph, 3W

4T9X, 1Ph

Unit Mounted Radiator, 50C

Skid, 44"

Standard Duty

APM402

Sound

Steel

1500W,110-120V

Battery, 1/12V, Wet

Battery Charger, 10A

Run Relay

2 Input/5 OutputModule

Generator Heater

80% Rated

350

Thermal Magnetic

30kA at 480V

Coolant in Genset

Rodent Guards

Standard

150 48

74

74 3.521

**Estimates-Not for Construction** 





Page: 6

#### **Automatic Transfer Switch**



#### Kohler Model: KUS-DFNC-0400S-WS

2 Pole, 3 Wire, Solid Neutral, 400 amp, Kohler rated Standard automatic transfer switch, Model KUS-DFNC-0400S-WS, rated 240V, 60 Hz complete with all standard equipment and housed in a NEMA Type 3R enclosure.

#### Qty Description

ATS KUS Transfer Switch System

#### Includes the following:

Literature Languages

Mechanism

Transition Logic

Voltage

Poles & Wires

Enclosure

Amps

Connection

**ATS Utility Switching Device** 

**ATS Fault Level** 

**IBC Seismic Certification** 

**CSA Certification** 

Miscellaneous Acc., Installed

Miscellaneous Acc., Installed

Miscellaneous Acc.,Installed

Warranty

1

Lit Kit, ATS Production, KUS/KUP

**English** 

Service Entrance, Utility

Standard

1500

240V / 60 Hz

2 Pole/3 Wire, Solid Neutral

Nema 3R

400 Amps

Standard

80% ET

Standard

None

None

Input/Output Module, Qty 2

**External Battery Supply Module** 

Heater, MPAC

1-YR STANDARD

#### **DISTRIBUTOR STARTUP**

1. Startup, must be scheduled a minimum of 10 - 14 days prior to requested startup date. Contact the Service Department at 1.888.548.1400 ex 3301 or <a href="mailto:service@totalenergysystems.com">service@totalenergysystems.com</a> for date and





Page: 7

time.

#### SERVICE ITEMS INCLUDED WITH THIS PROPOSAL:

Lubricating Oil
Antifreeze - 50/50 Mix
Battery
Startup Service

One (1) day reserved, during normal business hours, for inspection, engine prep work, initial engine startup and training.

NFPA 110 Acceptance Test

Load Bank Test at Site

Two (2) Hours are included using a portable resistive load bank

Two (2) Hours building load

Training session to be completed same day as startup. If not, return trip and Purchase Order is required

2. Contractor shall coordinate and schedule startup and shall be responsible for **ADDITIONAL** field service costs if startup cannot be completed in time allowed as a result of incomplete installation.

\* Normal business hours are M-F 8:00AM to 4:30PM.

After hours Startups are available for an additional charge. Standard published rates apply.

#### **CLARIFICATIONS**

- Federally funded or procured projects with domestic preferences will be evaluated on a case-by-case basis through Kohler and 3rd party vendors upon receipt of purchase order. A waiver may be required.
- Total Energy System's proposal is based on meeting the functional intent and system requirements of
  the job description. Total Energy Systems reserves the right to amend, withdraw or otherwise alter
  this submission without penalty or charge as a result of any event beyond its control arising from or
  due to the current COVID-19 epidemic or events subsequent to this epidemic / pandemic including
  changes in laws, regulations, by laws or direction from a competent authority.
- 3. A rental generator is not included in this proposal but is available at an additional charge.
- 4. No specifications or drawings were provided for the project prior to providing the above equipment.
- 5. Sizing information is based on information provided from the customer. Information in the Kohler Co. sizing software represents data available at the time of print. Total Energy Systems is not responsible for sizing publication data and the products represented can change without notice and without any obligation.
- Unless specifically listed in our Bill of Material, equipment not indicated is assumed to be supplied by others. We reserve the right to correct any errors or omissions.
- 7. Included Startup is based on unit being in a readily accessible location. Site information is unknown. Extra charges may apply if more time is required due to restricted access to the unit or if a





Page: 8

 $3^{nd}$  party commissioning agency oversees our testing and requests additional testing; additional charges may apply.

- 8. 110% overload not applicable in standby application.
- 9. Standard Electronic O&M Manuals provided, custom manuals and/or additional copies available at an additional charge.
- 10. System coordination studies and/or relay setting studies are by others. Protective relay calibration and settings, NETA testing by others.
- 11. Primary Line Regulator Not Supplied.

KOHLER Awarded	KOHLER Awarded Contract: 092222- KOH					KOHLER Contract Maturity Date: 11/22/2026								
Model	L	Kohler ist Price (Each)			Sourcewell Member Discount (% = \$)			Sourcewell Member Total Price FOB Factory		Qty.				
36CCL	\$	27,101.00	*	30	%	\$	8,130.30	\$	18,970.70	1				
KG50	\$	35,771.00	*	30	%	\$	10,731.30	\$	25,039.70	1				
KG60	\$	37,925.00	*	30	%	\$	11,377.50	\$	26,547.50	1				
KG80	\$	51,975.00	*	30	%	\$	15,592.50	\$	36,382.50	1				
KUS-DFNC-0400S- WS	\$	13,403.00	*	30	%	\$	4,020.90	\$	9,382.10	1				

Open Market Items	S:									
DISTRIBUTOR STARTUP	Li	List Price (Each)				ewell M unt (%	ember = \$)	Sourcewell Member Total Price		Qty.
STARTUP	\$	3,515.00	*	5	%	\$	175.75	\$	3,339.25	1





Page: 9

CUSTOMER TRAINING	Lis	t Price (Each)				ewell Mo unt (%			well Member otal Price	Qty.
TRAINING	4	650.00	*	Ś	%	4	32.50	4	617.50	1

TES ENGINEERING SUBMITTALS	Lis	t Price (Each)				ewell M unt (%		well Member tal Price	Qty.
ENGINEERING Submittals	\$	752.00	*	5	%	\$	37.60	\$ 714.40	1

TÉS PDI	Lis	t Price (Each)				ewell M unt (%		well Member otal Price	Qty.
Pre-Delivery Inspection	\$	890.00	*	5	%	\$	44.50	\$ 845.50	1

FREIGHT TO JOB SITE	Lis	st Price (Each)			Sourcewell Member Discount (% = \$)  Sourcewell Member Total Price			Qty.		
FREIGHT	\$	2,000.00	*	5	%	\$	100.00	\$	1,900.00	1

Temporary Generators are available at Total Energy Systems.

Contact Rental Sales Manager, Bob Thackeray, at (248) 840-6428 or <a href="mailto:rental@totalenergysystems.com">rental@totalenergysystems.com</a> for details.

A rental generator is not included in this proposal but is available at an additional charge.





Page: 10

#### 36CCL & KUS TRANSFER SWITCH PRICE: \$35,769.45

Proposal is firm for 30 days. Estimated Current Lead Time: 21 to 23 weeks after approved submittals. Freight will be billed at time of shipment. Price does not include any applicable taxes or installation.

#### OFFER ACCEPTANCE

I hereby authorize Total Energy Systems LLC to use this form as a bona fide purchase order for the equipment shown on Offer Number: 0027141811, which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the Total Energy Systems terms and conditions on the following page.

Proposed by: Company:	Total Energy Systems, LLC	Accepted by: Company:	
	,	Print Name:	
		Title:	
		Signature:	
		Date:	
		PO Number:	
Please	initial Submittal Preference:		
	Order released to Production; Submit	tals needed for Record Only	
	_Submittal required, and submittal app	roval needed to release to Production.	
	Order released to Production; No sub	mittals needed	





Page: 11

#### **PLEASE NOTE:**

- Quotation expires in 30 days.
- B. Off-loading, installation, insulation, etc. of all associated equipment is not included, unless otherwise stated.
- C. NETA Testing, if required, is not included, and will be completed by others.
- D. Fuel, fuel piping plans, installation and permitting of tanks or piping, if required, is not included.
- E. Quotation meets functional intent of specifications, either verbal or written, unless otherwise noted.
- F. State and/or local permits, where applicable, are not included and must be purchased by the owner or installing contractor.
- G. Recording of training or recorded versions of training are not provided due to liability reasons.
- H. Due to unprecedented, industry-wide, supply chain and labor constraints, the established and published factory lead-times we typically offer are now considered a good faith estimate and are subject to change. We cannot guarantee manufacturers' lead times, but we will endeavor to communicate the most current estimated factory delivery.
- I. Acceptance of any order is subject to credit approval.

#### **TERMS AND CONDITIONS:**

TERMS: Payment is due within 30 days of our invoice date. Equipment will be invoiced when ready to ship, i.e., progress billing. Services will be billed upon completion. Payment of your invoices is not contingent on any payments received from your customer. We may determine, at our sole discretion, that your financial condition requires a 30% down payment prior to the order being released to production. Past due accounts are subject to financing fees of 1.5% per month. Should we need to take collections actions against you, you will be liable for any collection/attorney fees incurred.

CREDIT CARD PAYMENTS: Credit card payments are subject to a processing fee of up to 3%.

GENERAL: Clerical errors are subject to correction. Orders resulting from quotations become contracts. Any agreement or other understanding supplementing or modifying the conditions of the contract will not be binding unless mutually agreed to in writing.

LIABILITY: We accept orders under the condition that the customer waives any claims for damages, liquidated or otherwise, arising from delays in delivery of product. Damage resulting from improper storage or handling prior to placing products in service will not be considered our liability. We will not assume any responsibility, expense, or liability for repairs made without our prior written consent. We assume no liability for losses sustained through the use of any of the products purchased via the contract.

RETURNED MATERIAL: Material may not be returned without first obtaining written approval. No claim will be allowed, nor credit given for material returned without such written approval. It is your duty to inspect goods within ten days of receipt.

SHIPMENT: Total Energy Systems responsibility ceases with the delivery of equipment in good condition to the transportation provider (FOB Shipping Point). Claims for shortage or damage in transit must be made by the customer against the carrier. In the absence of definite shipping instructions, we reserve the right to ship all material by any public carrier, which in our opinion is satisfactory.

TAXES: State and local sales and use taxes and excise taxes, where applicable, are in addition to quoted prices and will be billed unless the purchaser promptly certifies that the goods are for resale or are otherwise exempt.

GUARANTEE: As provided by applicable manufacturer.

STORAGE: Storage fees will be charged on all equipment which is ready for shipment but not shipped at your request. Terms still apply.

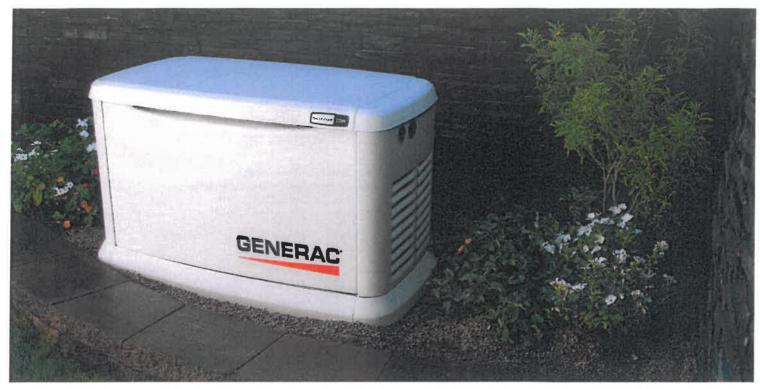
CANCELLATION: All orders cancelled after submittal completion are subject to a 25% cancellation fee. All orders cancelled after the submittal has been approved and released into production are subject to up to 100% cancellation fee.

WARRANTY: All orders must have startup completed within 12 months of shipment from factory or warranty could be VOID.









## Paul Nimmer, Asst Emergency Mgmt Dir Kewaunee City Hall **Proposal**

Prepared on: 10/23/2024
Prepared by: Dave Yockey
dyockey@adamspower.com

Paul Nimmer, Asst Emergency Mgmt Dir Kewaunee

City Hall 401 5th St

Kewaunee, WI 54216 Phone: (920) 304-0353 Pnim44@outlook.com **Adams Generators of Green Bay** 

722 Green Bay Rd
Denmark, WI 54208
+1 (920) 606-4033
generators@adamspower.com

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Protector 80kW Automatic Standby Generator

True Power™ Technology

 Delivers best-in class power quality with less than 5% total harmonic distortion (THD) for clean, smooth operation of sensitive electronics and appliances.

Evolution™ Controller

 A cutting-edge, intuitive control. The Evolution controller features a multilingual, two-line LCD text display with color-coded, backlit buttons. It has received upgrades, including USB flash capability, smart battery charging, voltage adjustment, and backlit membrane pad style buttons.

5-year limited warranty with extended warranty options are available
• We are proud of our innovative product design, high quality and first-class reliability so we stand behind them with a strong 5, 7 or 10-year limited

Aluminum Enclosure

- Aluminum enclosures provide enhanced durability, and are corrosion resistant ideal for homes located in coastal and salt-ware environments.
- Quiet-Test™

All backup generators run a weekly test to ensure the system is running properly. Thanks to Quiet-Test, your Protector Series home generator runs its self-test at a lower, quieter RPM, which can be programmed to run weekly, bi-weekly, or monthly.

Additional Features

- Improved stub ups and electrical connection access decrease installation costs. All
  connections are dual conductor rated, and the implementation of quick connects for
  the control wires, completely eliminates the need for crimping or lugging.
- Improved customer connection access, which decreases installation costs.
- Now coming with FREE Mobile Link (on generators made February 2021 or later), allowing you to monitor the status of your generator on a phone, tablet or computer from anywhere in the world.

Generac Smart Switch, Non-service Rated, 400 amps, 120/240, 1ø, NEMA 3R

Generac switches are designed to operate with the Nexus<sup>™</sup> and Evolution controllers used on air-cooled generators and the control used on liquid-cooled QT series gaseous generators from 22 kW through 150 kW. This is a 400 amp, open transition switch and is available in single phase in a service rated configuration. It features a steel enclosure.

Battery, Group 26R, Wet Service

26R Wet Cell Battery

Every standby generator requires a battery to start the system. Generac offers the recommended 26R wet cell battery for use with all air-cooled standby product and liquid-cooled standby product 60 kW and below, excluding the 48 kW.

#### ACCESSORY CELLULAR

□□□□□□□Introducing the Generac Generator Connectivity Accessory, Cellular. This advanced cellular device provides robust communication and reliable multi-carrier support, ensuring seamless connections across the US and Canada. With a sleek form factor, improved mounting bracket, and easy installation, it's an essential upgrade for any generator setup. Compatible with both air and liquid-cooled generators, it is future-proofed with 4G & 5G coverage.

10-Year Extended Limited Warranty - Liquid-Cooled - 70kW - 150kW

10 Year Extended Warranty for liquid-cooled 70 kW to 150 kW with the Evolution control (2014) or newer. Warranty covers 10 years parts, labor and travel\*. Can be purchased within 12 months of end-user purchase date, which will remain as the start date. Unit must be registered and end-user proof of purchase must be available upon request.

\*Some exclusions apply. See warranty statement for full details.

Cold Weather Kit for 4.6, 5.4, and 6.8L Direct Drive Units

The cold weather kit consists of a battery warmer that has thermostat built into the battery wrap as well as a replacement filter for the replacement of the mineral oil with the appropriate factory recommended synthetic. When temperatures fall below an acceptable level, the thermostat activates the battery warmer maintaining optimum battery temperature for the best generator starting.

The 120V connection is a standard wall outlet style plug

80KW 4.6L Extreme Cold Weather Kit

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The Extreme Cold Weather Kits include the appropriate block heater, step by step installation instructions and all necessary mounting hardware for an extra degree of extreme weather protection.

• This kit is to be used in conjunction with the appropriate Cold Weather Kit that contains the necessary battery warmer assembly. If not done already, the oil must be replaced with the appropriate synthetic oil.

QTY	Shop Materials
10	General Materials Adder
QTY	Shop Materials
1	Remote Monitoring, One Year
QTY	Gas
40	Certified Factory Trained Generator Technician
QTY	Municipal Permit
	Wisconsin Permit
1	Wisconsin Permit Generator Install. Permit Fees are non refundable
QTY	Electrical
40	Master Electrician
QTY	General
2000000000	Generator Install Set-up
1	Uncrating unit, installation of battery, cold weather kits, gas fittings, accessories and preparing unit for installation. Material set-up.
QTY	General

Mobile Link Set-up - Fleet Enrollment

1

Complete set-up Mobile Link with connection to WI-FI, generator connection, and activation.

QTY	Municipal Permit								
	Plumbing Permit								
4	A plumbing permit may or may not be required for this project. Most municipalities do not require a plumbing permit currently, but some do.								
1	If a plumbing permit is required for this project it will be added to the customer cost of this project.	\$0.00							
QTY	Municipal Permit								
	Gas Service Change								
1	Gas meter upgrade, change in pressure, and/or lateral replacement may be required due to the generator size and the existing gas appliances. Adams will submit the forms and photos required for the service change. The gas company will determine what will be necessary for the service change and what the costs will be. Service change agreement and payment for the changes will be between the homeowner and gas company. Note: If the gas service is not done prior to installation, the generator can still be installed and will work. However, depending on what appliances you are running during an outage, the generator might not work at full capacity until the service change is done by the gas company.	\$0.00							
QTY	Municipal Permit								
1	Addendum								
1	By signing this quotation you agree to all the terms in the attached Addendum.								
QTY	Gas Pipe - Black								
60	1 1/4" Gas Pipe								
QTY	Liquid Cooled - Low kW								
1	Preventative Annual Maintenance - Recommended each year	\$434.91							
QTY	Gas Pipe - PE								
15	1 1/4" PE								
QTY	Gas Pipe - PE								
2	Riser - 1 1/4"								
QTY	Gas Materials								
1	1-1/4" Gas Shutoff Valve								
QTY	Gas Materials								
15	1 1/4" Black Pipe Fittings								
QTY	PVC Conduit Fittings								

4	90 Degree Elbow- 1 1/4"
QTY	Wire
400	1/0 wire
QTY	Wire
175	3/0 wire
QTY	Concrete / Gravel
1	Concrete Pad- Large Commercial
QTY	Conduit - PVC
50	1" Conduit
QTY	Gas Materials
2	Norgas Natural Gas Regulator - Special Order
QTY	Conduit - PVC
80	3" Conduit
QTY	PVC Conduit Fittings
2	PVC LB - 1"
QTY	PVC Conduit Fittings
4	PVC LB 3"
QTY	Wire
700	12 THHN Wire
QTY	Wire
120	4 THHN Wire

Sub-Total: \$59,831.25

Public Safety Discount: (\$4,831.25)

No Charge: \$0.00

Sales Tax: \$0.00

Total: \$55,000.00

Down Payment: \$0.00

Balance Due: \$55,000.00

a factory-authorized and certified dealer, trained in the proper application, installation, and service of all Generac automatic standby generators, assuring you the highest quality service and support for your generator. Thank you for the opportunity to offer a Generac automatic standby generator to protect your home and family during a power outage. We will contact you to answer any additional questions and finalize the details of the installation of your automatic standby generator. Please feel free to contact us at +1 (920) 606-4033 at any time. All quotes are valid for 30 days. Sincerely, **Dave Yockey** I accept this proposal and wish to proceed with the purchase and installation of my Generac automatic standby generator. Depending on the payment method, purchase is subject to additional terms & conditions, including credit approval. **Customer Name/Signature** Date Dealer Name/Signature Date You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of signing this proposal. See the attached notice of cancellation form for an explanation of this right. Additional Notes

Generac is the #1 standby generator on the market today. Adams Generators of Green Bay is

#### Notice of Cancellation

Date of Purchase:
You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.
If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.
If you cancel, you must make available to the seller at your residence, in substantially as good condition as when you received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.
If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.
To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Adams Generators of Green Bay, at 722 GREEN BAY RD , DENMARK, WI, 54208 NOT LATER THAN MIDNIGHT OF
I HEREBY CANCEL THIS TRANSACTION.
(Date)
(Signature)





Adams Generators of Green Bay 722 Green Bay Rd Denmark, WI, 54208 +1 (920) 606-4033

Heating (w/demand factors)

#### Sizing Report

Sizing Information for: Paul Nimmer, Asst Emergency Mgmt Dir Kewaunee City Hall 401 5th St Kewaunee, WI, 54216

Rated Nominal Voltage 120 / 240 Single Phase Generator Fuel Choice Natural Gas Sizing Method (NEC 220) Part IV

General Lighting & Receptacles Load (kW)
Square Footage Being Covered (ft^2) 16700 50.10
Small Appliance Circuits (20 amps)
Kitchen Circuits 2.00 3.00
Laundry Circuits 1.00 1.50

Fixed-In-Place Appliances & Motors	Managed Loads	Estimated (kW)	Nameplate (amps)	240 V	Load (kW)
Air Compressor		4.80	20.00	X	4.80
Air Compressor		4.80	20.00	X	4.80
Air Compressor		4.80	20.00	X	4.80
Boiler pump		1.39	5.80	X	1.39
Boiler pump		1.39	5.80	X	1.39
Dryer		5.50	22.92	X	5.50
Furnace (Forced Air)		0.70	5.83		0.70
Furnace (Forced Air)		0.70	5.83		0.70
Garage Door Opener		0.60	5.00		0.60
Garage Door Opener		0.60	5.00		0.60
Garage Door Opener		0.60	5.00		0.60
Microwave		1.25	10.42		1.25
Refrigerator		0.80	6.67		0.80
Refrigerator		0.80	6.67		0.80
Refrigerator		0.80	6.67		0.80
Water Heater		5.00	20.83	X	5.00
Water Heater		5.00	20.83	Х	5.00
Air Conditioning & Cooling	Managed Loads	Estimated (kW)	Nameplate (amps)	240 V	Load (kW)
4.0 Ton Unit	Locati	4.00	16.67	X	4.00
4.0 Ton Unit		4.00	16.67	â	4.00
4.0 Ton Unit		4.00	16.67	â	4.00
4.5 TOT OTIK		4,00	10.07	^	4.00
Heating & Heat Pumps	Managed Loads	Estimated (kW)	Nameplate (amps)	240 V	Load (kW)
Heating & Heat Fullips	Loads	(KVY)	(amps)	240 V	Loau (NVV)
Transient Requirement	Estimate (LRA)		Actual (LRA)		Utilized (LRA)
Largest Motor's Starting Amps (LRA)	138.0		0.00		138.0
Summary NEC Load			Load		NEC
·			(kW)	r	Required
General Lighting & Receptacles			54.60		
Fixed-in-Place Appliances & Motors			39,53		
Sum of all General Loads			94.13		43,652
Cooling			12.00		12.00

0

0

Larger of Heating & Cooling	12.00	12.00
Sizing based on requirements of NEC Article 220: Part IV		55.652 0
Minimum size generator for motor starting requirements		18
BTU load required		862000

60 kW Generac Model Generator Recommended

#### **Customer Checklist**

#### **Administration Preparation**

Dealer

Site Survey

• Dealer

**Building Permit** 

Dealer

**Electrical Permit** 

• Dealer

**Plumbing Permit** 

#### Installation Preparation

Dealer

Call Electric Company

#### Installation

Dealer

Install Base

Dealer

Mount Transfer Switch

Dealer

Install Fuel Line

Homeowner

Landscaping

#### Post Install / Activation / Followup

Dealer

Activation

Dealer

Demo a Simulated Outage

Dealer

**Fuel Pressure Check** 

Dealer

**Final Inspection** 

#### ADDENDUM TO PROPOSAL - PROPOSAL TERMS AND ACCEPTANCE AGREEMENT

- 1. SCOPE OF WORK; PROPERTY. ADAMS shall provide the labor, products and materials (the "Work") described in the the proposal attached to and incorporated herein (the "Proposal"), at the location referenced on the Proposal (the "Property"). OWNER warrants to ADAMS that OWNER is the OWNER of the Property and has full authority to enter into this Agreement.
- 2. PAYMENT. OWNER shall pay ADAMS the sum indicated in the "Price" section of the Proposal (the "Contract Sum") for the Work, with 50% of the Contract Sum paid upon execution of this Agreement, and the balance due upon completion of the Work. Both parties acknowledge that no payment in any form has been received by ADAMS prior to the execution of this Agreement.
- 3. LATE PAYMENTS. Any payment due ADAMS from OWNER that is not paid within five days of the date when due shall bear interest at the rate of 18% per year, compounded daily beginning with the sixth day following the date payment becomes due, and ending when the amount due has been paid.
- 4. CHANGES. Changes may be made to the Work, if ADAMS and OWNER first execute a written change order (a "Change Order") prior to implementing any change. Any Change Order shall provide for an adjustment in the Contract Sum and the completion date as agreed upon by OWNER and ADAMS.
- 5. OTHER PROVISIONS. OWNER shall be responsible for any and all losses, claims, or suits (including court costs and reasonable attorney's fees) to any person including ADAMS and any third parties, arising out of the OWNER's failure to inform ADAMS of the existence and location of any underground obstructions, easements, property lines, rights of way, or OWNER's rights with respect to any such obstructions, easements, rights of way or property lines. ADAMS shall be responsible for contacting Digger's Hotline. OWNER shall be responsible for the identification of any and all underground obstructions, buried cables (phone, television or others), irrigation systems, underground pet fences that may affect ADAMS work. ADAMS shall not be responsible for any such underground obstructions not properly identified prior to the start of ADAMS' work. ADAMS makes no warranty, express or implied, with respect to any such underground obstructions not identified. OWNER shall be responsible for all landscape and yard restoration, seeding and watering of yard and plants.
- **6. PERMITS.** Unless outlined in the Proposal, ADAMS shall, at ADAMS' sole cost and expense, obtain all building, construction and other permits required for the Work.
- 7. UNFORESEEN CONDITIONS. OWNER shall provide ADAMS with a safe working environment at the Property. Should ADAMS encounter any abnormal, reasonably unforeseen or hazardous conditions at the Property (including, without limitation, lead paint or asbestos containing materials) that require a variance in the Work, or that require the performance of additional work in order to perform the Work in a safe and sound manner, then OWNER and ADAMS agree to execute a Change Order in accordance with Section 4, above, which provides for the reimbursement to ADAMS of the additional costs and expenses incurred by reason of such conditions, plus 10%, and for an extension of the time for completion of the Work. In the event ADAMS encounters damaged or unsafe equipment or "out of code" safety requirements which were not known at the time of ADAMS' proposal to OWNER that will require repair or replacement to pass inspection, ADAMS shall identify such items in a written change order to be paid for by OWNER in addition to ADAMS' original proposal.
- 8. INSURANCE. OWNER warrants to ADAMS that they maintain in full force and effect, property damage insurance upon the Property and all improvements thereon for their full insurable value.
- 9. WARRANTIES. ADAMS shall promptly repair, replace, restore, or rebuild any finished Work in which defects in material or workmanship may appear or to which damage may occur because of such defects during the one year period after the date on which the Work is deemed completed. As used in this section, "defect" shall mean a deficiency in the performance of the Work resulting from defective material, a violation of applicable codes, any failure to follow accepted trade standards for workmanlike construction (as set forth in the Construction Industry Quality Standards, published by the Wisconsin Builders' Association or its successor organization), and/or any failure to follow manufacturers specifications or recommendations. ADAMS shall install all products in full compliance with all the manufacturers' specifications and recommendations and ADAMS shall provide OWNER with all

- manufacturers' product warranties upon completion of the Work. Title and all risks of loss to materials, supplies, appliances, equipment, labor, subcontracting, operations, services, and other items shall pass to OWNER immediately when incorporated into the Work or when delivered to the Property, excepting any tools and equipment owned or rented by ADAMS or any subcontractors/material suppliers in the performance of the Work; provided, however, that ADAMS shall be required to take reasonable steps for the protection and storage of all items incorporated into the Work or delivered to the Property. ALL OTHER WARRANTIES AND REPRESENTATIONS AS TO THE CONDITION OR QUALITY OF THE WORK, BOTH EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS, FITNESS FOR A PARTICULAR PURPOSE, CONDITION AND HABITABILITY, ARE HEREBY DISCLAIMED BY ADAMS.
- 10. NOTICES TO OWNER. NOTICE OF LIEN RIGHTS. As required by the Wisconsin construction lien law, claimant (ADAMS) hereby notifies OWNER that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on OWNER's land may have lien rights on OWNER's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the OWNER or those who give the OWNER notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction.
- 11. MISCELLANEOUS PROVISIONS. This Agreement shall not be assignable by OWNER without the consent of ADAMS, and shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective heirs, personal representatives, successors and permitted assigns. This is the entire agreement between the parties regarding the Work at the Property. If any term or provision of this Agreement or its application to any person, entity or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and its application shall not be affected and shall be enforceable to the fullest extent permitted by law. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. No waiver or breach of any covenant, condition, or agreement herein contained shall operate as a waiver of the covenant, condition, or agreement itself, or of any subsequent breach thereof. In the event any dispute arising out of or relating to this Agreement or any breach thereof is adjudicated by any court or arbitration tribunal, the party prevailing in such adjudication shall be entitled to recover its reasonably incurred costs and expenses, including, without limitation, attorneys' fees and costs. from the non-prevailing party, in addition to all other relief to which the prevailing party may be entitled. This Agreement shall be construed and governed by the laws of the State of Wisconsin, without regard to principles of conflicts of laws. Any legal or equitable action or proceeding arising out of or relating to this Agreement shall be brought and enforced exclusively in any federal or state court located in (or whose jurisdiction covers) Walworth County, Wisconsin.
- 12. ACKNOWLEDGEMENTS. Prior to the commencement of, or any payment for, the Work, OWNER has received a true and accurate copy of this Agreement. OWNER has read and understands the terms and provisions of this Agreement and agrees to be bound by the same. Furthermore, should OWNER select ADAMS' bid, ADAMS expects the following language to control its contractual relationship with OWNER. Therefore, to the extent that OWNER's subcontract language differs from the aforementioned provisions, this document will govern.



Page: 1

With the uncertainty of the economy and the changes in commodities costs, this proposal is valid for 30-Days. Meaning equipment on this proposal needs to be released for production by 11/25/24 to maintain pricing.

#### "Proven Provider of Critical Power Solutions"

To: Kewaunee Fire Station

From:

Total Energy Systems, LLC

#### Generator



#### Kohler Model: 36CCL

This gas generator set equipped with a 4D8.3 alternator operating at 120/240 volts is rated for 30kW/30 kVA. Output amperage: 125

#### **Qty Description**

36CCL Generator System

#### Includes the following:

Literature Languages
Approvals and Listings

**Engine** 

Nameplate Rating

Voltage
Alternator
Controller
Enclosure Type
Enclosure Material
Starting Aids, Installed
Oil Pan Heater, Installed
Electrical Accy.,Installed
Electrical Accy.,Installed
Electrical Accy.,Installed
Electrical Accy.,Installed
Electrical Accy.,Installed
Electrical Accy.,Installed

Rating, LCB 1 Amps, LCB 1 English

UL2200 Listing/cUL Genset List 36CCL, Pre Alarms NG Standby

Standby 130C Rise 60Hz, 120/240V, 1Ph, 3W

4D8.3, Brushless

APM402 Sound

Aluminum

500W, 120V, 1Ph 150W,110-120V Battery, 1/12V, Wet Battery Charger, 10A

Run Relay

2 Input/5 OutputModule

Generator Heater 80% Rated

125





Job Name: Kewaunee Fire Station Quote Number:0027141812

Quote Submitted: 10-28-2024 Valid Through: 11-25-2024

Page: 2

Trip Type, LCB 1
Interrupt Rating LCB 1
Fuel Lines, Installed
Miscellaneous Accy,Installed

Miscellaneous Accy,Installed

Warranty

Total unit length in inches Total unit width in inches Total unit height in inches Total unit weight (lbs)

Weight/Dimensions Disclaimer \*

NEC Remote, E-Stop
 Lit Kit, Production, 36CCL
 RSA III, Annunciator only

Thermal Magnetic 18kA at 480V Flexible Fuel Lines

Air Cleaner Restriction Ind.

Coolant in Genset

Standard

93 40 53

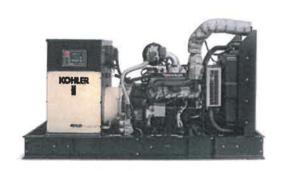
1.500

**Estimates-Not for Construction** 

#### Generator

#### Kohler Model: KG50

This gas generator set equipped with a 4P8X alternator operating at 120/240 volts is rated for 53kW/53 kVA. Output amperage: 221



#### Qty Description

KG50 Generator System

#### Includes the following:

Literature Languages
Approvals and Listings

**Engine** 

Nameplate Rating

Voltage Alternator Cooling System Skid and Mounting

Air Intake Controller Enclosure Type Enclosure Material English

UL2200 Listing/cUL Genset List SnglFuel, PreAlarm,NG,Stdbv

Standby 130C Rise

60Hz, 120/240V, 1Ph, 3W

4P8X

Unit Mounted Radiator, 50C

Skid, 41" Standard Duty APM402 Sound Steel





Job Name: Kewaunee Fire Station
Quote Number:0027141812

Quote Submitted: 10-28-2024 Valid Through: 11-25-2024

Page: 3

Starting Aids, Installed Electrical Accy.,Installed Electrical Accy.,Installed Electrical Accy.,Installed Electrical Accy.,Installed Electrical Accy.,Installed Rating J CR 1

Rating, LCB 1
Amps, LCB 1
Trip Type, LCB 1
Interrupt Rating LCB 1
Miscellaneous Accy,Installed

Miscellaneous Accy,Installed Miscellaneous Accy,Installed Miscellaneous Accy,Installed

Warranty

Total unit length in inches
Total unit width in inches
Total unit height in inches
Total unit weight (lbs)

Weight/Dimensions Disclaimer \*

NEC Remote, E-Stop

Flexible Fuel Line (Nat/LP) UL Literature, Production, KG50

1 RSA III, Annunciator only

1500W,120V Battery, 1/12V, Wet Battery Charger, 10A

Run Relay

2 Input/5 OutputModule

Generator Heater

80% Rated

225

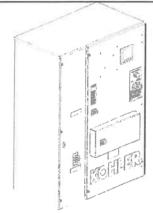
Thermal Magnetic 18kA at 480V

Air Cleaner Restriction Ind.

Coolant in Genset Rodent Guards Standard

**Estimates-Not for Construction** 

#### **Automatic Transfer Switch**



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1

#### Kohler Model: KUS-DFNC-0400S-WS

2 Pole, 3 Wire, Solid Neutral, 400 amp, Kohler rated Standard automatic transfer switch, Model KUS-DFNC-0400S-WS, rated 240V, 60 Hz complete with all standard equipment and housed in a NEMA Type 3R enclosure.

**Qty** Description

ATS KUS Transfer Switch System

includes the following:

Literature Languages

Mechanism

English

Service Entrance, Utility





Job Name: Kewaunee Fire Station
Quote Number:0027141812

Quote Submitted: 10-28-2024 Valid Through: 11-25-2024

Page: 4

Transition Standard Logic 1500

Voltage 240V / 60 Hz

Poles & Wires 2 Pole/3 Wire, Solid Neutral Enclosure Nema 3R

Amps 400 Amps
Connection Standard
ATS Utility Switching Device 80% ET

ATS Fault Level Standard
IBC Seismic Certification None
CSA Certification None

Miscellaneous Acc.,Installed Input/Output Module, Qty 2
Miscellaneous Acc.,Installed External Battery Supply Module

Miscellaneous Acc.,Installed Heater, MPAC
Warranty 1-YR STANDARD

1 Lit Kit, ATS Production, KUS/KUP

#### DISTRIBUTOR STARTUP

1. Startup, must be scheduled a minimum of 10 - 14 days prior to requested startup date. Contact the Service Department at 1.888.548.1400 ex 3301 or <a href="mailto:service@totalenergysystems.com">service@totalenergysystems.com</a> for date and time.

#### SERVICE ITEMS INCLUDED WITH THIS PROPOSAL:

**Lubricating Oil** 

Antifreeze - 50/50 Mix

**Battery** 

Startup Service

One (1) day reserved, during normal business hours, for inspection, engine prep work, initial engine startup and training.

NFPA 110 Acceptance Test

Load Bank Test at Site

Two (2) Hours are Included using a portable resistive load bank

Two (2) Hours building load

Training session to be completed same day as startup. If not, return trip and Purchase Order is required

2. Contractor shall coordinate and schedule startup and shall be responsible for ADDITIONAL field service costs if startup cannot be completed in time allowed as a result of incomplete installation.

\* Normal business hours are M-F 8:00AM to 4:30PM. After hours Startups are available for an additional charge. Standard published rates apply.





Page: 5

#### **CLARIFICATIONS**

- Federally funded or procured projects with domestic preferences will be evaluated on a case-by-case basis through Kohler and 3rd party vendors upon receipt of purchase order. A waiver may be required.
- 2. Total Energy System's proposal is based on meeting the functional intent and system requirements of the job description. Total Energy Systems reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current COVID-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.
- 3. A rental generator is not included in this proposal but is available at an additional charge.
- 4. No specifications or drawings were provided for the project prior to providing the above equipment.
- 5. Sizing information is based on information provided from the customer. Information in the Kohler Co. sizing software represents data available at the time of print. Total Energy Systems is not responsible for sizing publication data and the products represented can change without notice and without any obligation.
- 6. Unless specifically listed in our Bill of Material, equipment not indicated is assumed to be supplied by others. We reserve the right to correct any errors or omissions.
- 7. Included Startup is based on unit being in a readily accessible location. Site information is unknown. Extra charges may apply if more time is required due to restricted access to the unit or if a 3rd party commissioning agency oversees our testing and requests additional testing; additional charges may apply.
- 8. 110% overload not applicable in standby application.
- 9. Standard Electronic O&M Manuals provided, custom manuals and/or additional copies available at an additional charge.
- 10. System coordination studies and/or relay setting studies are by others. Protective relay calibration and settings, NETA testing by others.
- 11. Primary Line Regulator Not Supplied.





Page: 6

Sourcewell Information:										
KOHLER Awarded	Н	KOHLER Contract Maturity Date: 11/22/2026								
Model	Li	Kohler ist Price (Each)		Sourcewell Member Discount (% = \$)				Sourcewell Member Total Price FOB Factory		Qty.
36CCL	\$	27,101.00	*	30	%	\$	8,130.30	\$	18,970.70	1
KG50	\$	35,771.00	*	30	%	\$	10,731.30	\$	25,039.70	1
KUS-DFNC-0400S- WS	\$	13,403.00	*	30	%	\$	4,020.90	\$	9,382.10	1

Open Market Items	S:			100-7				4-		
DISTRIBUTOR STARTUP	List Price (Each)		Sourcewell Member Discount (% = \$)				Sourcewell Member Total Price		Qty.	
STARTUP	\$	3,515.00	*	5	%	\$	175.75	\$	3,339.25	1

CUSTOMER TRAINING	List Price (Each)				ewell Mo int (%		Sourcewell Member Total Price		Qty.	
TRAINING	\$	650.00	*	5	%	\$	32.50	\$	617.50	1

TES ENGINEERING SUBMITTALS	List Price (Each)			Sourcewell Member Discount (% = \$)				Sourcewell Member Total Price		
ENGINEERING Submittals	\$	752.00	*	5	%	\$	37.60	\$	714.40	1





Job Name: Kewaunee Fire Station Quote Number:0027141812 Quote Submitted: 10-28-2024

Valid Through: 11-25-2024 Page: 7

TES PDI	List Price (Each)		Sourcewell Member Discount (% = \$)				Sourcewell Member Total Price		Qty.	
Pre-Delivery Inspection	\$	890.00	*	5	%	\$	44.50	\$	845.50	1

FREIGHT TO JOB SITE	List Price (Each)		Sourcewell Member Discount (% = \$)				Sourcewell Member Total Price		Qty.	
FREIGHT	\$	2,000.00	*	5	%	\$	100.00	\$	1,900.00	1

Temporary Generators are available at Total Energy Systems.

Contact Rental Sales Manager, Bob Thackeray, at (248) 840-6428 or <a href="mailto:rental@totalenergysystems.com">rental@totalenergysystems.com</a> for details.

A rental generator is not included in this proposal but is available at an additional charge.





Page: 8

### 36CCL & KUS TRANSFER SWITCH PRICE: \$35,769.45

Proposal is firm for 30 days.

Estimated Current Lead Time: 21 to 23 weeks after approved submittals.

Freight will be billed at time of shipment.

Price does not include any applicable taxes or installation.

#### **OFFER ACCEPTANCE**

I hereby authorize Total Energy Systems LLC to use this form as a bona fide purchase order for the equipment shown on Offer Number: 0027141812, which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the Total Energy Systems terms and conditions on the following page.

Proposed by: Company:	Total Energy Systems, LLC		Accepted by: Company:				
			Print Name:				
			Title:				
			Signature:				
			Date:	1			
			PO Number:	·			
Please	initial Submittal Preference:						
	Order released to Production; Subr	nittals need	led for Record O	nly			
	Submittal required, and submittal approval needed to release to Production.						
	Order released to Production; No submittals needed						





Page: 9

#### PLEASE NOTE:

- A. Quotation expires in 30 days.
- B. Off-loading, installation, insulation, etc. of all associated equipment is not included, unless otherwise stated.
- C. NETA Testing, if required, is not included, and will be completed by others.
- D. Fuel, fuel piping plans, installation and permitting of tanks or piping, if required, is not included.
- E. Quotation meets functional intent of specifications, either verbal or written, unless otherwise noted.
- F. State and/or local permits, where applicable, are not included and must be purchased by the owner or installing contractor.
- G. Recording of training or recorded versions of training are not provided due to liability reasons.
- H. Due to unprecedented, industry-wide, supply chain and labor constraints, the established and published factory lead-times we typically offer are now considered a good faith estimate and are subject to change. We cannot guarantee manufacturers' lead times, but we will endeavor to communicate the most current estimated factory delivery.
- 1. Acceptance of any order is subject to credit approval.

#### **TERMS AND CONDITIONS:**

TERMS: Payment is due within 30 days of our invoice date. Equipment will be invoiced when ready to ship, i.e., progress billing. Services will be billed upon completion. Payment of your invoices is not contingent on any payments received from your customer. We may determine, at our sole discretion, that your financial condition requires a 30% down payment prior to the order being released to production. Past due accounts are subject to financing fees of 1.5% per month. Should we need to take collections actions against you, you will be liable for any collection/attorney fees incurred.

CREDIT CARD PAYMENTS: Credit card payments are subject to a processing fee of up to 3%.

GENERAL: Clerical errors are subject to correction. Orders resulting from quotations become contracts. Any agreement or other understanding supplementing or modifying the conditions of the contract will not be binding unless mutually agreed to in writing.

LIABILITY: We accept orders under the condition that the customer waives any claims for damages, liquidated or otherwise, arising from delays in delivery of product. Damage resulting from improper storage or handling prior to placing products in service will not be considered our liability. We will not assume any responsibility, expense, or liability for repairs made without our prior written consent. We assume no liability for losses sustained through the use of any of the products purchased via the contract.

RETURNED MATERIAL: Material may not be returned without first obtaining written approval. No claim will be allowed, nor credit given for material returned without such written approval. It is your duty to inspect goods within ten days of receipt.

SHIPMENT: Total Energy Systems responsibility ceases with the delivery of equipment in good condition to the transportation provider (FOB Shipping Point). Claims for shortage or damage in transit must be made by the customer against the carrier. In the absence of definite shipping instructions, we reserve the right to ship all material by any public carrier, which in our opinion is satisfactory.

TAXES: State and local sales and use taxes and excise taxes, where applicable, are in addition to quoted prices and will be billed unless the purchaser promptly certifies that the goods are for resale or are otherwise exempt.

GUARANTEE: As provided by applicable manufacturer.

STORAGE: Storage fees will be charged on all equipment which is ready for shipment but not shipped at your request. Terms still apply.

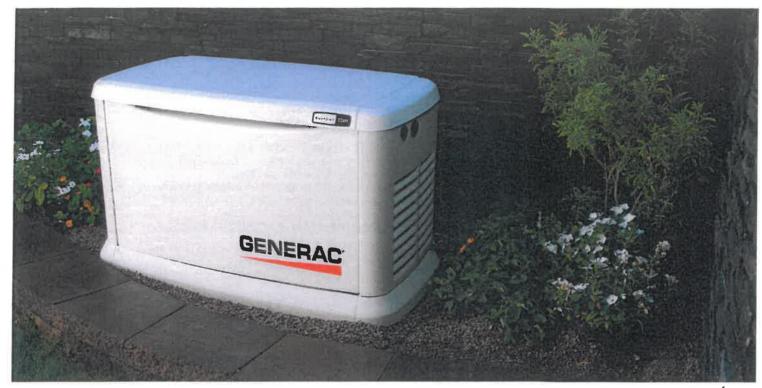
CANCELLATION: All orders cancelled after submittal completion are subject to a 25% cancellation fee. All orders cancelled after the submittal has been approved and released into production are subject to up to 100% cancellation fee.

WARRANTY; All orders must have startup completed within 12 months of shipment from factory or warranty could be VOID.









# Paul Nimmer, Asst Emergency Mgmt Dir Kewaunee Fire Dept Proposal

Prepared on: 09/30/2024
Prepared by: Dave Yockey
dyockey@adamspower.com

Paul Nimmer, Asst Emergency Migmt Dir Kewaunee

Fire Dept

320 Harrison St

Kewaunee, WI 54216

Phone: (920) 304-0353 Pnim44@outlook.com **Adams Generators of Green Bay** 

722 Green Bay Rd
Denmark, WI 54208
+1 (920) 606-4033
generators@adamspower.com

1

1

1

Protector Gaseous 32kW 120/240 1P Liquid-Cooled Generator, No Catalyst

Thousands of homeowners and business owners trust their Protector Series automatic backup generator to preserve their entire home and/or business during a power outage. A Protector Series generator senses a power outage, turns on automatically, and delivers power to your entire home, including all large appliances and sensitize electronics with a quieter output of sound with no change in level or tone. This allows you to continue living life comfortability and keep business operating without interruption.

- Quiet-Test™ Self-Test Mode: Runs at a lower, quieter RPM for a five minute test, to ensure the system is running properly while consuming less fuel. Quiet-Test Self-Test Mode can be programmed to run weekly, biweekly, or monthly.

  • TruePower™ Technology: Delivers best-in-class power quality with less than 5%
- total harmonic distortion for clean, smooth operation of sensitive electronics and

 Controller Selectable Fuel: Fuel type selection using only the controller simplifies generator installation.

Built in the USA\*: Generac generators and engines are engineered and built in the USA\* \*Assembled in the USA using domestic and foreign parts.

 Surge Capacity: Designed to start and power large electrical loads for homes and businesses.

Generac Designed & Built Engine: Purpose-built exclusively for generator use. Utilizes the first in class, dual-valve ultra-low pressure fuel delivery system and intelligent proprietary engine controls that manage over 100 performance functions to ensure peak efficiency in all temperature ranges and elevations.

• Cellular Connectivity: Reliable, constant connection enables the Generator Owner

to monitor function through Mobile Link and the supporting Dealer through Fleet. Small Footprint: Generac liquid-cooled product packs more power into a small footprint – ideal when space is a premium. The neutral styling, color and small

footprint fits unobtrusively into landscaping.

 Corrosion Resistant Enclosure & Frame: Aluminum enclosure, zinc plated fasteners, and electro-galvanized frame rails with powder coat provide years of corrosion protection in extreme environments.

 24/7/365 Customer Support Team: Standing by all day, every day from our headquarters in Wisconsin to answer any questions you might have.

Generac Smart Switch, Service Rated, 400 amps, 120/240, 1ø, NEMA 3R

With the RTS transfer switch, you can choose to cover every circuit all the time or only essential circuits when paired with a generator sized to your application. RTS open transition transfer switches are ideal for residential, commercial and light industrial applications.

Battery, Group 26R, Wet Service

26R Wet Cell Battery Every standby generator requires a battery to start the system. Generac offers the recommended 26R wet cell battery for use with all air-cooled standby product and liquid-cooled standby product 60 kW and below, excluding the 48 kW

#### ACCESSORY CELLULAR

This advanced cellular device provides robust communication and reliable multi-carrier support, ensuring seamless connections across the US and Canada. With a sleek form factor, improved mounting bracket, and easy installation, it's an essential upgrade for any generator setup. Compatible with both air and liquid-cooled generators, it is future-proofed with 4G & 5G coverage.

10000005771 - Liquid-cooled GENPAD™ 83 X 41 X 4 IN W/MOUNT CLIPS

1

1

10-Year Extended Limited Warranty - Liquid-Cooled - up to 60kW

10 Year Extended Limited Warranty for liquid-cooled up to 60kW with the Evolution control (2014) or newer, Warranty covers 10 years parts, labor and travel\*. Can be purchased within 12 months of end-user purchase date, which will remain as the start date. Unit must be registered and end-user proof of purchase must be available upon request.

\*Some exclusions apply. See warranty statement for full details.

Cold Weather Kit for 4.5L Engine

Battery warmer kit. Recommended if the temperature regularly falls below 32 degrees Fahrenheit (0 degrees Celsius). Kit consists of battery warmer with thermostat built into the wrap and 120v power cord with plug. For extended periods of freezing temperatures, adding kit 7990 is strongly recommended.

48kW 4.5L Extreme Cold Weather Kit

Block heater kit. Recommended if the temperature falls below 32 degrees Fahrenheit (0 degrees Celsius) for extended periods of time. Kit consists of heater, mounting hardware, coolant hose and 240v power cord with plug.

QTY	Conduit - PVC
60	2" Conduit
QTY	Shop Materials
10	General Materials Adder
QTY	Shop Materials
1	Remote Monitoring, One Year
QTY	Gas
30	Certified Factory Trained Generator Technician
QTY	Municipal Permit
	Wisconsin Permit
1	Wisconsin Permit Generator Install. Permit Fees are non refundable
QTY	Electrical
30	Master Electrician
QTY	General
	Generator Install Set-up
1	Uncrating unit, installation of battery, cold weather kits, gas fittings, accessories and preparing unit for installation. Material set-up.
QTY	General

Mobile Link Set-up - Fleet Enrollment

1

Complete set-up Mobile Link with connection to WI-FI,  $\,$  generator connection, and activation.

QTY	Municipal Permit								
	Plumbing Permit								
1	A plumbing permit may or may not be required for this project. Most municipalities do not require a plumbing permit currently, but some do.								
I	If a plumbing permit is required for this project it will be added to the customer cost of this project.								
QTY	Municipal Permit								
	Gas Service Change								
1	Gas meter upgrade, change in pressure, and/or lateral replacement may be required due to the generator size and the existing gas appliances. Adams will submit the forms and photos required for the service change. The gas company will determine what will be necessary for the service change and what the costs will be. Service change agreement and payment for the changes will be between the homeowner and gas company. Note: If the gas service is not done prior to installation, the generator can still be installed and will work. However, depending on what appliances you are running during an outage, the generator might not work at full capacity until the service change is done by the gas company.	\$0.00							
QTY	Municipal Permit								
4	Addendum								
1	By signing this quotation you agree to all the terms in the attached Addendum.								
QTY	Liquid Cooled - Low kW								
1	Preventative Annual Maintenance - Recommended each year	\$434.91							
QTY	Conduit - PVC								
60	1 1/4" Conduit								
QTY	Gas Pipe - Black								
1	1 1/4" Gas Pipe								
QTY	Shop Materials								
2	Ground Rod and Acorns								
QTY	Gas Pipe - PE								
15	1 1/4" PE								
QTY	Gas Pipe - PE								
1	Riser - 1 1/4"								
QTY	Gas Materials								

1	1-1/4" Gas Shutoff Valve	
QTY	Gas Materials	
15	1 1/4" Black Pipe Fittings	
QTY	Conduit - EMT	
20	3" Conduit	\$130.80
20	3" Conduit	φ130.00
QTY	PVC Conduit Fittings	
2	90 Degree Elbow- 1 1/4"	
QTY	PVC Conduit Fittings	
2	90 Degree Elbow 2"	
QTY	PVC Conduit Fittings	
1	PVC LB- 1 1/4"	
QTY	PVC Conduit Fittings	
1	PVC LB- 2"	
QTY	Wire	
75	6 THHN Wire	
QTY	Wire	
95	2 THHN Wire	
QTY	Wire	
225	1/0 wire	
QTY	Wire	
150	3/0 wire	

Sub-Total:	\$39,637.59
Public Safety Discount:	(\$3,637.59)
No Charge:	\$0.00
Sales Tax:	\$0.00
Total:	\$36,000.00
Down Payment:	\$0.00
Balance Due:	\$36,000.00

a factory-authorized and certified dealer, trained in the proper application, installation, and service of all Generac automatic standby generators, assuring you the highest quality service and support for your generator. Thank you for the opportunity to offer a Generac automatic standby generator to protect your home and family during a power outage. We will contact you to answer any additional questions and finalize the details of the installation of your automatic standby generator. Please feel free to contact us at +1 (920) 606-4033 at any time. All quotes are valid for 30 days. Sincerely, **Dave Yockey** I accept this proposal and wish to proceed with the purchase and installation of my Generac automatic standby generator. Depending on the payment method, purchase is subject to additional terms & conditions, including credit approval. Date Customer Name/Signature Date Dealer Name/Signature You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of signing this proposal. See the attached notice of cancellation form for an explanation of this right. **Additional Notes** 

Generac is the #1 standby generator on the market today. Adams Generators of Green Bav is

#### Notice of Cancellation

Date of Purchase:
You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.
If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.
If you cancel, you must make available to the seller at your residence, in substantially as good condition as when you received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.
If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.
To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Adams Generators of Green Bay, at 722 GREEN BAY RD , DENMARK, WI, 54208 NOT LATER THAN MIDNIGHT OF
I HEREBY CANCEL THIS TRANSACTION.
(Date)
(Signature)





Adams Generators of Green Bay 722 Green Bay Rd Denmark, WI, 54208 +1 (920) 606-4033

#### Sizing Report

Sizing Information for: Paul Nimmer, Asst Emergency Mgmt Dir Kewaunee Fire Dept 320 Harrison St Kewaunee, WI, 54216

Rated Nominal Voltage 120 / 240 Single Phase Generator Fuel Choice Natural Gas
Sizing Method (NEC 220) Part IV

General Lighting & Receptacles Load (kW)
Square Footage Being Covered (ft^2) 5000 15.00
Small Appliance Circuits (20 amps)
Kitchen Circuits 2.00 3.00
Laundry Circuits 1.00 1.50

Fixed-In-Place Appliances & Motors	Managed Loads	Estimated (kW)	Nameplate (amps)	240 V	Load (kW)
Air Compressor		4.80	20.00	X	4.80
Dryer		5.50	22.92	X	5.50
Freezer		0.80	6.67		0.80
Freezer		0.80	6.67		0.80
reezer		0.80	6.67		0.80
Furnace (Forced Air)		0.70	5.83		0.70
Furnace (Forced Air)		0.70	5.83		0.70
Furnace (Forced Air)		0.70	5.83		0.70
Sarage Door Opener		0.60	5.00		0.60
Sarage Door Opener		0.60	5.00		0.60
/licrowave		1.25	10.42		1.25
Range - Oven w/ Top		8.50	35.42	X	8.50
Refrigerator		0.80	6.67		0.80
Refrigerator		0.80	6.67		0.80
Refrigerator		0.80	6.67		0.80
Sump Pump		0.50	4.17		0.50
Nie Candidania e Candina	Managed	Estimated	Nameplate	240.17	Land /IdA/\
Air Conditioning & Cooling	Loads	(kW)	(amps)	240 V	Load (kW)
i.0 Ton Unit		5.00	20.83	X	5.00

Heating & Heat Pumps	Managed Loads	Estimated (kW)	Nameplate (amps)	240 V	Load (kW)
Transient Requirement	Estimated (LRA)		Actual (LRA)	Utilized (LRA)	
Largest Motor's Starting Amps (LRA)	143.8		0.00		143.8
Summary NEC Load			Load (kW)	F	NEC Required
General Lighting & Receptacles			19.50		
Fixed-in-Place Appliances & Motors			28.65		
Sum of all General Loads			48.15		25.260
Cooling			5.00		5.00
Heating (w/demand factors)			0		0
Larger of Heating & Cooling			5.00		5.00

Sizing based on requirements of NEC Article 220: Part IV	30.260
Elevation	0
Minimum size generator for motor starting requirements	18
BTU load required	406000

32 kW Generac Model Generator Recommended

#### **Customer Checklist**

#### **Administration Preparation**

Dealer

Site Survey

Dealer

**Building Permit** 

Dealer

**Electrical Permit** 

Dealer

Plumbing Permit

#### **Installation Preparation**

Dealer

**Call Electric Company** 

#### Installation

Dealer

Install Base

Dealer

Mount Transfer Switch

Dealer

Install Fuel Line

Homeowner

Landscaping

#### Post Install / Activation / Followup

Dealer

Activation

Dealer

Demo a Simulated Outage

Dealer

Fuel Pressure Check

Dealer

Final Inspection

#### ADDENDUM TO PROPOSAL - PROPOSAL TERMS AND ACCEPTANCE AGREEMENT

- 1. SCOPE OF WORK; PROPERTY. ADAMS shall provide the labor, products and materials (the "Work") described in the the proposal attached to and incorporated herein (the "Proposal"), at the location referenced on the Proposal (the "Property"). OWNER warrants to ADAMS that OWNER is the OWNER of the Property and has full authority to enter into this Agreement.
- 2. PAYMENT. OWNER shall pay ADAMS the sum indicated in the "Price" section of the Proposal (the "Contract Sum") for the Work, with 50% of the Contract Sum paid upon execution of this Agreement, and the balance due upon completion of the Work. Both parties acknowledge that no payment in any form has been received by ADAMS prior to the execution of this Agreement.
- 3. LATE PAYMENTS. Any payment due ADAMS from OWNER that is not paid within five days of the date when due shall bear interest at the rate of 18% per year, compounded daily beginning with the sixth day following the date payment becomes due, and ending when the amount due has been paid.
- 4. CHANGES. Changes may be made to the Work, if ADAMS and OWNER first execute a written change order (a "Change Order") prior to implementing any change. Any Change Order shall provide for an adjustment in the Contract Sum and the completion date as agreed upon by OWNER and ADAMS.
- 5. OTHER PROVISIONS. OWNER shall be responsible for any and all losses, claims, or suits (including court costs and reasonable attorney's fees) to any person including ADAMS and any third parties, arising out of the OWNER's failure to inform ADAMS of the existence and location of any underground obstructions, easements, property lines, rights of way, or OWNER's rights with respect to any such obstructions, easements, rights of way or property lines. ADAMS shall be responsible for contacting Digger's Hotline. OWNER shall be responsible for the identification of any and all underground obstructions, buried cables (phone, television or others), irrigation systems, underground pet fences that may affect ADAMS work. ADAMS shall not be responsible for any such underground obstructions not properly identified prior to the start of ADAMS' work. ADAMS makes no warranty, express or implied, with respect to any such underground obstructions not identified. OWNER shall be responsible for all landscape and yard restoration, seeding and watering of yard and plants.
- **6. PERMITS.** Unless outlined in the Proposal, ADAMS shall, at ADAMS' sole cost and expense, obtain all building, construction and other permits required for the Work.
- 7. UNFORESEEN CONDITIONS. OWNER shall provide ADAMS with a safe working environment at the Property. Should ADAMS encounter any abnormal, reasonably unforeseen or hazardous conditions at the Property (including, without limitation, lead paint or asbestos containing materials) that require a variance in the Work, or that require the performance of additional work in order to perform the Work in a safe and sound manner, then OWNER and ADAMS agree to execute a Change Order in accordance with Section 4, above, which provides for the reimbursement to ADAMS of the additional costs and expenses incurred by reason of such conditions, plus 10%, and for an extension of the time for completion of the Work. In the event ADAMS encounters damaged or unsafe equipment or "out of code" safety requirements which were not known at the time of ADAMS' proposal to OWNER that will require repair or replacement to pass inspection, ADAMS shall identify such items in a written change order to be paid for by OWNER in addition to ADAMS' original proposal.
- 8. INSURANCE. OWNER warrants to ADAMS that they maintain in full force and effect, property damage insurance upon the Property and all improvements thereon for their full insurable value.
- 9. WARRANTIES. ADAMS shall promptly repair, replace, restore, or rebuild any finished Work in which defects in material or workmanship may appear or to which damage may occur because of such defects during the one year period after the date on which the Work is deemed completed. As used in this section, "defect" shall mean a deficiency in the performance of the Work resulting from defective material, a violation of applicable codes, any failure to follow accepted trade standards for workmanlike construction (as set forth in the Construction Industry Quality Standards, published by the Wisconsin Builders' Association or its successor organization), and/or any failure to follow manufacturers specifications or recommendations. ADAMS shall install all products in full compliance with all the manufacturers' specifications and recommendations and ADAMS shall provide OWNER with all

manufacturers' product warranties upon completion of the Work. Title and all risks of loss to materials, supplies, appliances, equipment, labor, subcontracting, operations, services, and other items shall pass to OWNER immediately when incorporated into the Work or when delivered to the Property, excepting any tools and equipment owned or rented by ADAMS or any subcontractors/material suppliers in the performance of the Work; provided, however, that ADAMS shall be required to take reasonable steps for the protection and storage of all items incorporated into the Work or delivered to the Property. ALL OTHER WARRANTIES AND REPRESENTATIONS AS TO THE CONDITION OR QUALITY OF THE WORK, BOTH EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS, FITNESS FOR A PARTICULAR PURPOSE, CONDITION AND HABITABILITY, ARE HEREBY DISCLAIMED BY ADAMS.

- 10. NOTICES TO OWNER. NOTICE OF LIEN RIGHTS. As required by the Wisconsin construction lien law, claimant (ADAMS) hereby notifies OWNER that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on OWNER's land may have lien rights on OWNER's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the OWNER or those who give the OWNER notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction.
- 11. MISCELLANEOUS PROVISIONS. This Agreement shall not be assignable by OWNER without the consent of ADAMS, and shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective heirs, personal representatives, successors and permitted assigns. This is the entire agreement between the parties regarding the Work at the Property. If any term or provision of this Agreement or its application to any person, entity or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and its application shall not be affected and shall be enforceable to the fullest extent permitted by law. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. No waiver or breach of any covenant, condition, or agreement herein contained shall operate as a waiver of the covenant, condition, or agreement itself, or of any subsequent breach thereof. In the event any dispute arising out of or relating to this Agreement or any breach thereof is adjudicated by any court or arbitration tribunal, the party prevailing in such adjudication shall be entitled to recover its reasonably incurred costs and expenses, including, without limitation, attorneys' fees and costs, from the non-prevailing party, in addition to all other relief to which the prevailing party may be entitled. This Agreement shall be construed and governed by the laws of the State of Wisconsin, without regard to principles of conflicts of laws. Any legal or equitable action or proceeding arising out of or relating to this Agreement shall be brought and enforced exclusively in any federal or state court located in (or whose jurisdiction covers) Walworth County, Wisconsin.
- 12. ACKNOWLEDGEMENTS. Prior to the commencement of, or any payment for, the Work, OWNER has received a true and accurate copy of this Agreement. OWNER has read and understands the terms and provisions of this Agreement and agrees to be bound by the same. Furthermore, should OWNER select ADAMS' bid, ADAMS expects the following language to control its contractual relationship with OWNER. Therefore, to the extent that OWNER's subcontract language differs from the aforementioned provisions, this document will govern.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 9, 2024
REPORTS & RECOMMENDATIONS	Approve/disapprove Addendum 23 with Cedar Corporation for 2025-2026 Municipal Consultive Services.	ITEM NUMBER 8.d

Attached is Addendum 23 from Cedar Corporation to provide a 2-year contract for municipal consultive services. The previous agreement ran for 2023-2024, at a cost of \$29,000. The proposed agreement for 2025-2026 is for \$34,000. The first part of this agreement was included in the 2025 General Fund Budget.

#### **ANALYSIS**

Cedar Corporation provides the City with critical assistance in regard to grant funding opportunities, planning and development assistance, research and representation, and does these with this flat fee. Had the City contracted on an hourly rate, the cost would easily be 3-4 times more than what has been paid to date.

#### BOARD/COMMITTEE/COMMISSION RECOMMENDATION

Public Works Committee reviewed this proposal at their meeting on December 5, and forwarded to Council for approval.

#### **FISCAL NOTE**

The fee for these services is budgeted under line item 100-00-51910-294-000 Engineering. As noted, the 2025 Budget includes the required amount for the first year of this Agreement.

#### STAFF RECOMMENDATION

Staff recommends approval of Addendum 23.

#### IF APPROVED, NEXT STEPS

The Agreement is signed and forwarded to Cedar Corporation to complete execution.

#### RECOMMENDED MOTION

Through a ballot approval process; candidate with the most votes will be considered appointed for the remainder of the term expiring April 21, 2026.

Administration: HE/Clerk/Treasurer: AVV/City Attorney: JMK/AJS

#### ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement shall be an addition to, and subject to the conditions contained in that Agreement for Services dated May 1, 2019, between Cedar Corporation (ENGINEER), and the City of Kewaunee (OWNER), Wisconsin.

WHEREAS the OWNER wishes to engage the ENGINEER to provide various services as described below, in accordance with ENGINEER procedures, standards, and normal billing practices; and

WHEREAS the project to which such services apply is referred to as the PROJECT and described generally as follows: Municipal Consultive Services (for Calendar Years 2025 and 2026); and

WHEREAS the ENGINEER has agreed to perform such work.

NOW, THEREFORE, and in consideration of the above, the ENGINEER and the OWNER do hereby agree and covenant as follows:

#### **SECTION 1 – SERVICES**

The PROJECT includes the following services:

Project: Municipal Consultive Services which are intended to assist staff and officials

process technical, operational, financial, and regulatory information upon which

policy decisions and project designs may be based.

#### 1.1 MUNICIPAL CONSULTIVE SERVICES

Scope of services include:

- 1. Respond to questions, phone calls, emails, or other forms of communication from staff to provide general advice and consultation.
- 2. Explore grants and potential funding options for intended projects.
- 3. Attend City Council or Committee meetings, as requested.
- 4. Assist in annual budget preparation regarding potential infrastructure, architectural, environmental, or planning projects.
- 5. Provide support to staff and officials during preliminary development discussions.
- 6. Provide Opinion of Probable Cost (estimates) for intended projects.
- 7. Provide assistance interpreting local, state, and federal ordinances, regulations, statues, codes, etc.

Project No. <u>06180-0030</u>

Addendum No. 23 Date: December 3, 2024

8. Consult on operational and maintenance issues and make recommendations, if appropriate.

9. Submit Monthly Engineers Report for inclusion with Common Council Agenda Packet.

#### **SECTION 2 - COMPENSATION**

#### 2.1 LUMP SUM COMPENSATION

Whereas the OWNER has elected to compensate the ENGINEER for services under paragraph 1.1 on a "Lump Sum" basis, the Lump Sum price shall include all cost items including labor, overhead, direct expense, and professional fee and shall be in the amount of:

```
Calendar Year 2025 = $17,000.
Calendar Year 2026 = $17,000.
```

**Invoicing:** Fifty percent (of the annual amount) will be invoiced in January 2025 and January 2026; the remaining fifty percent will be invoiced in July 2025 and July 2026, respectively.

#### 2.2 PER DIEM

Whereas the OWNER has elected to compensate the ENGINEER for services identified under Section 4, under paragraph 4.1 on a "Per Diem" Basis, such compensation shall include payment for labor, direct expenses, and other compensation as follows:

**Hourly Rate Schedule:** The hourly rates to be used for this item shall be determined by the hourly rate schedule established for each year of the contract. The ENGINEER reserves the right to adjust the overhead rate, which is used in determining the above hourly rates, on a yearly basis.

**Direct Expenses:** Reimbursement of direct expenses incurred in connection with the PROJECT, including but not limited to the following:

- Reimbursable expenses (e.g., long distance telephone, subsistence and lodging, commercial transportation, postage and shipping, expense of purchased services, lease of specialized equipment, etc.).
- Mileage expenses per IRS regulations.
- Fees paid for securing approval of authorities having jurisdiction over the PROJECT.
- Printing and reproduction.
- Equipment costs (e.g., computers, automated survey instruments, CADD equipment, etc.).

Project No. 06180-0030 Addendum No. 23 Date: December 3, 2024

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

#### **SECTION 3 - TIMETABLE**

Timetable is for Calendar Years 2025 and 2026.

#### **SECTION 4 - SPECIAL CONDITIONS**

- 4.1 For services over and above the work described in Section 1.1, a letter of authorization will be used (i.e., facility plans, funding applications, permits, reports, easement work, rate studies, land surveys, etc.). The attached authorization form will identify the project, define the scope of work, method of compensation and total fee.
- 4.2 A project specific addendum will be executed for future projects that involve design, bidding, and general administration during construction, and resident observation services.

All other provisions of that Agreement referred to above shall remain in force unless otherwise modified or deleted above.

IN WITNESS WHEREOF the parties hereto se 2024.	et their hands and seals dated this day of
For OWNER:	For ENGINEER:
CITY OF KEWAUNEE	CEDAR CORPORATION
Ву:	By:
Name: Jeff Vollenweider	Name: Brandon P. Strelow
Title: Mayor, City of Kewaunee	Title: Client Manager
	D.
By:	By:
Name: Heath Eddy	Name: Dean P. Zanon, P.E.
Title: City Administrator	Title: President

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 9, 2024
REPORTS & RECOMMENDATIONS	Authorize use of certain City-owned properties by U.S. Army Corps of Engineers for repair of Federal-owned seawall.	ITEM NUMBER 8.e

Several months ago the Mayor and City staff (including Cedar Corporation as City Engineer) met with the leadership of the U.S. Army Corps of Engineers from the Chicago, IL regional office. They wanted to go over various programs up for discussion, including dredging the regulatory channel into the harbor area, and the repair of the Federal-owned seawall that runs just east of the seawall the City previously replaced.

As part of that repair project, the Army Corps of Engineers needs on-land access to get to the seawall and staging of their equipment to complete that task, with a time frame of June 1, 2025 to June 1, 2027. To that end, they forwarded to the City the attached "Right-of-Entry for Construction" for three parcels owned by the City:

Parcel Number	Address and Common Reference
241-00280-0440	97 Ellis (Hamachek-Kloeckner property)
241-00280-0444	Harbor walk area
241-00280-0520	77 Ellis (Water Treatment Plant)

The use of these areas would be as equipment and material staging areas and for Army Corps and contracted employees use. The use of the area would not be the entire parcels but portions of them, with the largest portion on the Hamachek site.

#### **ANALYSIS**

The City has a good relationship with the Army Corps especially given the existing facility located on Main Street, and their ability to provide dredging of the channel into the harbor. This type of agreement is certainly necessary to address the need to repair the existing seawall and staff believes it is in order.

#### BOARD/COMMITTEE/COMMISSION RECOMMENDATION

Public Works Committee reviewed this at their December 5, 2024 meeting.

#### **FISCAL NOTE**

No impact to City funds, as the work is all being done by the Army Corps.

#### STAFF RECOMMENDATION

Staff recommends approval to sign the attached agreement.

#### IF APPROVED, NEXT STEPS

Staff signs the agreement.

#### RECOMMENDED MOTION

"I move we authorize use of certain City-owned properties by U.S. Army Corps of Engineers for repair of Federal-owned seawall, and authorize staff to sign the agreement.

Administration: HE/Public Works: NS

### DEPARTMENT OF THE ARMY RIGHT-OF-ENTRY FOR CONSTRUCTION

	241-00280-0440
	241-00280-0444
	241-00280-0520
Kewaunee Harbor Section C Repair	Road ROW
(Project, Installation, or Activity)	(Tract Number or Other Property
,	Identification)

The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

- 1. The Owner hereby grants to the Government, its agents, and assigns an irrevocable right to enter upon the lands hereinafter described at any time within a period from June 1<sup>st</sup>, 2025 to June 1<sup>st</sup>, 2027, in order to perform construction work of any nature.
- 2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided that such ingress and egress is necessary and not otherwise conveniently available to the Government.
- 3. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.
- 4. In the event that the Government does not acquire title or other necessary interest in said land prior to the expiration of this permit or right-of-entry, or other renewal thereof, the parties agree that, if any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein. If the Government does acquire such title or other necessary interest, damages would be limited to the decrease in the fair market value of the owner's remainder caused by such damage.

The land affected by this right-of-entry is located in the County of Kewaunee, State of Wisconsin, and is described as the lands depicted in Exhibit A, which is attached and made a part hereof.

WITNESSES MY HAND AND SEAL this	day of	, 20
	CITY OF KI	EWAUNEE
	Signature	
	Title	
	THE	
UNITED STATES OF AMERICA		
OTTIED OT TEMPERATE		
By: MICHAEL B. ROHDE		
Chief, Real Estate		
Real Estate Contracting Officer		

# KEWAUNEE HARBOR SECTION C BREAKWATER REPAIRS KEWAUNEE, WI EXHIBIT A

Kewarnee









Dana 2 of 1

NOTE: THE CERTIFICATE OF AUTHORITY must be executed by an individual <a href="https://doi.org/10.1001/journal.com/">other</a> than by the person who signed the agreement. The individual must certify that the official who signed the agreement was authorized to act in that capacity.

#### **CERTIFICATE OF AUTHORITY**

Ι,		, do hereby certify that I am the
		of the
and that		, who signed the agreement on behalf of the
<u>-</u>		was at the time of signature its
		and that the person who executed the agreement on behalf
of the		acted within his/her statutory
authority.		
IN WITNESS	WHEREOF, I	have made and executed this certification
this	day of	,2023.
		(Name)
		(Title)

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 9, 2024
REPORTS & RECOMMENDATIONS	Review and adopt revised Fee Schedule amendments for Marina and Public Works	ITEM NUMBER 8.f

There are a couple sets of amendments to the Fee Schedule for 2025. These are the following:

- 1. Public Works The inclusion of a new item "Equipment Charges" for the use of City-owned equipment for authorized use, with a rate determined by the adopted WisDOT classified equipment rates.
- 2. Building Inspection Reinsert a lateral inspection fee for utility staff to come inspect connections to all City mains, with a charge of \$100 per inspection.

The Marina rates were reviewed and it was decided to continue the same rates going into 2025. However, Public Property Committee approved a one-year demonstration to allow staff to offer a 50% reduction on seasonal rates starting August 1, 2025, as a way to provide a discount from the "transient" rates and to promote increased activity in the Marina.

Attached is the amended Fee Schedule with the changes highlighted on page 2 and 6.

#### **ANALYSIS**

The proposed changes for Public Works and the utilities is intended to cover circumstances where City equipment is being used in situations not on City-owned properties or for City purposes, while the lateral inspection was in the Fee Schedule in 2022 but subsequently got lost with changes over the last year or so.

The Marina proposed demonstration is intended to increase the usage of otherwise vacant slips in the Marina. We have averaged 60 percent capacity in slip rentals, which leaves a lot of open slips to maintain without revenue incurred. Staff is hopeful this proposal will improve the usage.

#### **BOARD/COMMITTEE/COMMISSION RECOMMENDATION**

Public Property Committee reviewed the Marina demonstration, while Public Works Committee reviewed the Public Works changes, both on December 5. The proposed Public Works amendments were forwarded for Council approval. Public Property considers the Marina demonstration a 1-year proposal and if it results in increased usage could make this a permanent policy recommendation to Council.

#### FISCAL NOTE

No changes to City budgets, but could improve revenue projections slightly for General Fund and for Marina Fund.

#### STAFF RECOMMENDATION

Staff recommends approval.

#### IF APPROVED, NEXT STEPS

Staff makes edits and reposts the revised Fee Schedule with an effective date of January 1, 2025.

#### RECOMMENDED MOTION

"I move we approve Fee Schedule amendments as presented with an effective date of January 1, 2025.".

Administration: HE/Clerk/Treasurer: AVV/Public Works: NS/Marina; AK

## City of Kewaunee Fee Schedule

	City Hall		
Item Description	Duration/Unit	Fees	Notes
Copies - Black & White	per page	\$0.25	
Copies - Color	per page	\$0.50	
Fax Fees	per page	\$0.75	
NSF Check Fee	per occurrence	\$35.00*	*or actual fee charged by bank, whichever is greater
Special Assessment Letters	per parcel	\$50.00	
Credit Card Processing Fees		·	
All Utility Bill Payments	per transaction	* actual fee charged by credit card company or PSN	
All Other Charge Card Purchases	per transaction	* actual fee charged by credit card company or PSN	
Permits			
Transient Merchant/Peddlers	1 year from issue	\$25.00	
<u> </u>		\$50 per event or \$100	
Mobile Food Vender Fee	1 year from issue	annual	
Licenses			
Dog-Spayed or Neutered	per dog	\$5.00	
Dog-Unspayed/Unneutered	per dog	\$10.00	
Dog Late Fee (after March 1)	per dog	\$20.00	
Cigarette	July 1 - June 30	\$50.00	
Class "A" Beer/Malt Retail	July 1 - June 30	\$100.00	
Class "B" Beer/Malt (on premises)	July 1 - June 30	\$100.00	
"Class A" Intoxicating Liquor Retail	July 1 - June 30	\$300.00	
"Class B" Intoxicating Liquor (on premises)	July 1 - June 30	\$300.00	
Class "B" Beer/Malt Non-Profit	July 1 - June 30	\$50 6 mn or \$100 yearly	20
Temporary Class "B" Picnic	per event	\$10.00	
Publication Fee	per publication	actual cost	
Operator's License - 2 Year	July 1 - June 30	\$30.00	
Taxi Cab	July 1 - June 30	\$50.00	\$50 first Vehicle - second Vehicle \$25
Bowling Alley	July 1 - June 30	\$10.00	
Campground	July 1 - June 30	\$50.00	
Theater, Opera House or Moving Picture Show	per day	\$10.00	maximum \$25 annually
Circus/Carnival	per day	\$10.00	maximum \$25 annually

Facility & Park Rentals			
Item Description	Duration/Unit	Fees	Notes
Fother Managerate Doub		City Residents - \$35.00	
Father Marquette Park	per use	Non-Residents - \$75.00	\$75.00 security deposit
Council Chambana	per use	\$30.00 business hours	Reservation Required
Council Chambers		\$50.00 nights/weekends	Residents Only
		City Residents - \$25.00	
Harbor Park Gazebo	per use	Non-Residents - \$50.00	Reservation Required
Harbor Point Park	per use	No fee	
Selner Park	per use	No fee	
Kieweg Park	per use	No fee	

		City Residents - \$25.00	
Lazansky Pavilion at Kewaunee Marina	per use	Non-Residents - \$50.00	Reservation Required
Clock Pavilion	per use	No fee	Reservation Required

Public Works Department			
Item Description	Duration/Unit	Fees	Notes
Noxious Weeds			
Removal by City Employee	per hour	\$60.00 + admin fee	Minimum charge of 1 hou
Removal by Contractor	per cutting	cost + admin fee	
Admin Fee at Invoicing	per parcel/per invoice	\$25.00	
Admin Fee when added to Taxes	per parcel	10% of balance due	
now & Ice Removal			
Removal by City Employee	per hour	\$60.00 + admin fee	Minimum charge of 1 hou
Removal by Contractor	cost	cost + admin fee	
Admin Fee at Invoicing	per parcel/per invoice	\$25.00	
Admin Fee when added to Taxes	per parcel	\$75.00	
quipment Charges			
Use of City-owned equipment for authorized use -	billable charges	see WisDOT clas	ssified equipment rates

	Water & Sewer Utility		
Item Description	Duration/Unit	Fees	Notes
Water Usage Rates			
First 20,000 gallons used bi-monthly	per 1,000 gallons	\$5.18	
Next 646,667 gallons used bi-monthly	per 1,000 gallons	\$4.82	*
Over 666,667 gallons used bi-monthly	per 1,000 gallons	\$3.62	
Water Bi-Monthly Service Charge			
5/8 inch meter	bi-monthly	\$23.00	
3/4 inch meter	bi-monthly	\$23.00	
1 inch meter	bi-monthly	\$35.00	
1-1/4 inch meter	bi-monthly	\$45.00	
1-1/2 inch meter	bi-monthly	\$55.00	
2 inch meter	bi-monthly	\$85.00	
3 inch meter	bi-monthly	\$135.00	
4 inch meter	bi-monthly	\$200.00	
6 inch meter	bi-monthly	\$345.00	
8 inch meter	bi-monthly	\$495.00	
10 inch meter	bi-monthly	\$710.00	
12 inch meter	bi-monthly	\$925.00	
Samuel Batan	per 1,000 gallons		
Sewer Rates	of metered water	\$14.30	
Sewer Bi-Monthly Service Charge	bi-monthly	\$13.54	
Private Fire Protection			
2" or smaller	bi-monthly	\$20.00	
3"	bi-monthly	\$40.00	
4"	bi-monthly	\$60.00	
6"	bi-monthly	\$120.00	
8"	bi-monthly	\$192.00	
10"	bi-monthly	\$288.00	
12"	bi-monthly	\$384.00	

14"	bi-monthly	\$480.00	
16"	bi-monthly	\$560.00	
Public Fire Protection			
5/8"	bi-monthly	\$21.55	
3/4"	bi-monthly	\$21.55	
1"	bi-monthly	\$54.00	
1 1/4"	bi-monthly	\$80.00	
1 1/2"	bi-monthly	\$108.00	
2"	bi-monthly	\$173.00	
3"	bi-monthly	\$323.00	
4"	bi-monthly	\$539.00	
6"	bi-monthly	\$1,078.00	
8"	bi-monthly	\$1,724.00	
10"	bi-monthly	\$2,586.00	
12"	bi-monthly	\$3,448.00	
	bi-monthly		
Holding Tank Processing	per 1,000 gallons	\$15.84	
eachate Processing	per 1,000 gallons	\$15.84	
Late Payment Penalty	monthly	1%	
Temporary Metered Water Supply	per 1,000 gallons	\$5.18	
Connection Fee	per connection	\$40.00	one time a year charge
	*allowed one use		
Metered Pail Rental	per year	\$30.00	
Security Deposit	per use	\$50.00	
Reinstallation of Meter, Valve Turn-On at Curb			
Normal Hours	each	\$40.00	
After Hours	each	\$60.00	

Marina/Campground			
Item Description	Duration/Unit	Fees	Notes
Boat Launch Passes			
Daily	Daily	\$10.00	tax & Convienent Charge included
Resident Seasonal Launch Pass	Season	\$60.00	+ tax
Non-Resident Seasonal Launch Pass	Season	\$80.00	+ tax
Miscellaneous			
Sanitary Pump Out	each	\$15.00	+ tax
Ice - 20 lb. bag	each	\$4.00	tax included
Pressure Washer Use		\$25.00	+ tax
Boat Slips are charged by the slip size; sea wall is pe	r foot of boat		
Seasonal (Water, Electricity & Pump Outs included	) Overall boat length in	cludes bow pulpit and swim pla	tform
28'	Season	\$1,536.00	+ tax
30'	Season	\$1,763.00	+ tax
38'	Season	\$2,595.00	+ tax
ate Fees		5%	
ransient Boat Slips			
		\$2.00/foot + sales/room	
Daily	Per Day	tax	
Monthly	Per Day	\$1.00/foot + tax	
ampground			
easonal (Water, Electricity & First 2 Pumpouts	Season	\$1,489.70 + tax (\$100.00 discount for marina seasonal slipholders)	

with Freezer	Season	\$104.00	+ tax
2nd site (no units/tents allowed. For extra space only)	Season	\$728.00	+ tax
Winter Camper Storage and Boat slip holders		\$203.53	
Late Fees		5%	
Transient Camping			
Sites with Water & Electricity			
Daily	Per Day	\$32.00	+ tax (sales & room)
Weekly	Per Day	\$27.60	+ tax (sales & room)
Monthly	Monthly	\$455.50	+ tax

Police Department			
Item Description	Duration/Unit	Fees	Notes
Accident/Offense Reports	up to 6 pages	\$3.00	* \$0.25/page after 6 pages
Alarm Fees		\$50.00	After 6 offenses per calander year
Copy of CD or DVD	each	\$10.00	
Dispatch Audio Recordings	each	\$15.00	
Photographs			
Printed - Color	per page	\$0.50	
CD	each	\$10.00	
Bicycle License	each	\$1.00	
Vehicle Apprehension	per day	\$10.00	* Plus Towing Charges
Animal Apprehension	per day	\$10.00	
Research & Recovery Fee	per minute	\$1.00	*Estimated Quote prior to Lengthy request

Fire Department			
Item Description	Duration/Unit	Fees	Notes
Manpower	per hour/per person	\$23.82	
Report to Station	flat rate/per person	\$16.35	
Fuel	actual use	market price	
Mutual Aid	No fee	\$0.00	
Foam	actual use	market price	
Water	per 1,000 gallons	\$3.79	
Fire Inspections	each	As set by WI DSPS	
Fire Reports	each	\$2.00 picked up \$3.00 mailed	* \$.25 per page after 6 pgs
Photos	each	Actual Cost	
Tool Repair/Replacement	each	Actual Cost	

Ambulance Ambulance			
Item Description	Resident	Non-Resident	Notes
BLS	\$800.00	\$900.00	
ALS1 Emergency Rates	\$925.00	\$1,025.00	
ALS2 Base Rates	\$1,100.00	\$1,200.00	
On Scene Care - BLS	\$310.00	\$360.00	
On Scene Care - ALS	\$625.00	\$825.00	
No Transport	\$80.00	\$80.00	
Mileage BLS	\$20.00	\$20.00	
Oxygen - Local	\$75.00	\$75.00	Bundle

Spinal Immobilization	\$150.00	\$150.00	Bundle
Kewaunee Football	\$31.00/hr	n/a	

	Building Inspection
Residential - 1 & 2 Family	
New Structure 1 & 2 Fmaily Homes	
Fees include building, electric, plumbing, HVAC and	
erosion	
0-1499 sq. feet	\$825.00
1500 - 1999 sq. feet	\$925.00
2000 - 2499 sq. feet	\$1,100.00
2500 - 3000 sq. feet	\$1,175.00
2000 on foot	\$1,175.00 + \$.10 per sq.
over 3000 sq. feet	feet over 3000 sq. feet
	\$500.00 + any additions or
Manufactured Dwellings (modular)	garage & electric service of
	\$50
State Seal	\$35.00
Additions/Remodeling/Alterations	
Duilding	\$.12 per sq. feet (all areas)
Building	\$75 min
Electric, plumbing, heating	
0 to 500 sq. feet	\$50.00 each
501 - 1000 sq. feet	\$60.00 each
1001 - 1300 sq. feet	\$75.00 each
1301 - 2000 sq. feet	\$100.00 each
2001 - 2500 sq. feet	\$125.00 each
over 2500 sq. feet	\$.05 per sq. feet each
Electric Service	\$50 Residential
	\$200.00 (fee includes slab,
Manufactured Homes (HUD homes or house trailers)	electric service, occupancy)
	electric service, occupancy)
emporary Occupancy	\$50.00
arly Start	\$75.00 (footing and
any start	foundation only)
rosion Control (additions only)	\$40.00 (below grade over
nosion control (additions only)	400 sq. ft.)
Accessory Structures	
Decks (all sizes)	
building	\$.10 per sq. foot (\$50 min)
electric, plumbing, heating	\$.04 peer sq. foot (\$40 min, each)
ommercial	min, cacity
New Buildings, additions, alterations, remodels	
Building	\$.14 per sq. foot (\$75 min)
Electric, plumbing, heating	
0 - 600 sq. feet	\$60.00 each
601 - 1250 sq. feet	\$75.00 each
1251 - 1700 sq. feet	\$100.00 each
1701 - 2100 sq. feet	\$100.00 each
2101 - 2500 sq. feet	\$125.00 each \$150.00 each

O 2500 as foot		¢ 06 parsa ft sach	
Over 2500 sq. feet		\$.06 per sq. ft. each \$.10 sq. foot	
Storage Buildings, warehouse, detached garage		\$50.00	
Temporary Occupancy, Change of Use, Occupnancy		\$100.00	
Early Start Electric Service		\$60.00	
		\$75.00	
Erosion Control Plan Review		Per Table SBD-118	
Miscellaneous		Pel Table 3BD-110	
Re-inspection Fee		\$35.00	
Failure to call for inspection		\$35.00	
Double fees are due if woek is started before permit		757.00	
is issued			
Extension to permit (permits are valid for 24			
months)		minimum fee	
Lateral (water, sewage inspection by City Utility)	Each	\$100.00	
Building (Roofing, Siding & windows others small			
repairs)		\$35	
		Replacement same foot	
		print \$25 change/new	
		design \$2% of cost \$60 min	
Concrete Placement Permit	L	max \$600	
	ıe if work is started L	pefore permit is issued	
3. Extension to permit (permits are valid for 12		1000/ 55 :: 15	
months)	Each	100% off original fee	
4. Razing permit ( resident include elec.,plbg. )	Each	\$200.00	
5. For all shed and garage demo with Electrical	Each	\$75.00	
6. Sign permit	Each	\$60.00	
7. Fences	Each	\$70.00	Larger and in-ground price
		675 00 Min Al door V 101	per foot @\$1.00 and \$65.00
	Fach	\$75.00 Min 4' deep X 12'	l'
8. Pools	Each	above ground, \$75.00	per inspection \$ 75.00
9. Work in Right of Way permit	Each	\$75.00	\$ 75.00
	Zoning Fees		
Subdivision and Platting		Ć250.00	
Concept Plan		\$250.00	
Preliminary Plat		\$100/lot + Review Escrow	
Final Plat		\$100/lot + Review Escrow	
Condominium Plat		\$100/lot + Review Escrow	
Replat		\$300/lot + Review Escrow	
Certified Survey Map		\$100/lot + Review Escrow	
Easement Review		\$350.00	
Developer's Agreement		\$250 + Review Escrow	
Review Escrows for Subdivisions/platting (Initial subm	ission for review To	(wuires replanishment)	
	ission for review, re	\$500.00	
1-4 lots without new public infrastructure		AND THE RESERVE TO TH	
1-4 lots with new public infrastructure		\$1,250.00	
5-10 llots		\$2,000.00	
More than 10 lots		\$3,000.00	
Plan Commission Public Hearings			
Comprehensive Plan Amendment		\$200 + Review Escrow	
Rezoning Application		\$600 + Review Escrow	

Zoning Text Amendment	\$600 + Review Escrow	
Conditional Use Permit	\$1,000 + Review Escrow	
Review Escrow for Public Hearings	\$500.00	
Coning Board of Appeals Public Hearing		
Variance	\$1,000.00	
Appeal	\$1,000.00	
Temporary Use	\$500.00	
Site Plan Applications		
Residential	\$500 + Review Escrow	
Mixed Use	\$750 + Review Escrow	
Non-Residential	\$1,000 + Review Escrow	
No., No.	Half the above fee +	
Additions/Amendments to Prior Approvals	Review Escrow	
Review Escrows for Site Plan Applications (Initial submission for r	eview, requires replenishment)	
Residential	4-00.00	
Minor Plans (Additions/Amendments)	\$500.00	
1-4 units without new public infrastructure	\$500.00	
1-4 units with public infrastructure	\$1,250.00	
5-10 units	\$2,000.00	
More than 10 units	\$3,000.00	
Non-Residential/Mixed Use		
Minor Plans (Additions/Amendments)	\$500.00	
Project site less than 5 acres	\$1,250.00	
Project site 5-10 acres	\$2,000.00	
Project site more than 10 acres	\$3,000.00	
ubdivision/Site Plan Inspection Deposit		
El El	Lesser of \$20,000 or 6% of	
	total costs of all	
	improvements, as	
	establsihed and approved	
or inspection and related professional administrative	by the City Engineer for	
osts, materials, testing, maintenance, etc.	required financial security	
dministrative Reviews/Permits		
	\$50 for Residential	
	Properties \$100 for Non-	
Zoning Verification letter	Residential Properties	
Sign Permit	\$60.00	
Land Use Occupancy Permit - Multi Family	\$100/unit	
Land Use Occupancy Permit - Non Residential	\$200.00	
Home Occupation Permit	\$50.00	
Minor Plan Review / Miscellaneous Applications	\$100.00	
Accessory Structures Permit	\$50.00	
Piverview Du	blic Cemetery	
Item Description	Fees	Notes
emetery Lot	Fees	Notes

Resident		\$800.00	includes perpetual care
Non-Resident	Non-Resident		includes perpetual care
Burial Cost (Monday thru Saturday)			
Grave Opening	each	\$750.00	
Cremation Burial	remation Burial each		
Burial Cost (Winter Fees)			
Ground Thawing	each	\$325.00	
Snow Removal	each	Cost to \$275	
Monument Setting			
Foundations	per square inch	\$0.10	
Placement of Monument Permit Fee	each	\$50.00	

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 9, 2024
REPORTS & RECOMMENDATIONS	Review and approve 2025 Meeting Dates for Council, Standing Committees, and Plan Commission.	ITEM NUMBER 8.g

Attached are proposed Council, Standing Committee, and Plan Commission dates for adoption. They are the current standard meeting dates as follow:

- Council second Mondays at 6:00 p.m.
- Finance Committee first Tuesdays at 5:00 p.m.
- Public Works Committee first Thursdays at 5:30 p.m.
- Public Property Committee first Thursdays at 6:00 p.m.
- Personnel Committee third Tuesdays at 4:30 p.m.
- Plan Commission generally fourth Thursdays at 6:30 p.m. (exceptions in November/December)

#### STAFF RECOMMENDATION

Staff recommends approval.

#### RECOMMENDED MOTION

"I move we approve meeting dates for Council, Standing Committees, and Plan Commission for 2025."

Administration: HE/Clerk/Treasurer: AVV/

#### **2025 Meeting Dates**

#### 2025 Holidays:

New Year's Day - Wednesday, January 1, 2025

Good Friday - Friday, April 18, 2025

Memorial Day – Monday, May 26, 2025

Independence Day – Friday, July 4, 2025

Labor Day - Monday, September 1, 2025

Thanksgiving Day – Thursday, November 27, 2025

Day after Thanksgiving - Friday, November 28, 2025

Christmas Eve Day – Wednesday, December 24, 2025

Christmas Day - Thursday, December 25, 2025

New Year's Eve Day - Wednesday, December 31, 2021

#### 2025 Common Council (2<sup>nd</sup> Monday of each month at 6:00 p.m.)

January 13th

February 10th

March 10th

April 14th

April 15th (Council Reorganization - 3rd Tuesday at 6:00 p.m.)

May 12th

June 9th

July 14th

August 11th

September 8th

October 13th

November 10th

December 8th

#### 2025 Standing Committees

Public Works	Finance	Personnel	Public Property
January 2 <sup>nd</sup>	January 7 <sup>th</sup>	January 21st	January 2 <sup>nd</sup>
February 6th	February 4 <sup>th</sup>	February 18 <sup>th</sup>	February 6 <sup>th</sup>
March 6 <sup>th</sup>	March 4th	March 18th	March 6th
April 3 <sup>rd</sup>	April 1 to	April 15 <sup>th</sup>	April 3 <sup>rd</sup>
May 1st	May 6 <sup>th</sup>	May 20th	May 1 <sup>st</sup>
June 5 <sup>th</sup>	€ dune 3 <sup>rd</sup>	June 17 <sup>th</sup>	June 5 <sup>th</sup>
July 3rd	July 1st	July 15 <sup>th</sup>	July 3 <sup>rd</sup>
August 7th	Augúst 5 <sup>th</sup>	August 19 <sup>th</sup>	August 7 <sup>th</sup>
September 4 <sup>th</sup>	September 2nd	September 16 <sup>th</sup>	September 4 <sup>th</sup>
October 2nd	October 7th	October 21st	October 2nd
November 6 <sup>th</sup>	November 4 <sup>th</sup>	November 18th	November 6th
December 4th	December 2 <sup>nd</sup>	December 16 <sup>th</sup>	December 4th

Public Works Committee (1st Thursday of the month at 5:30 p.m.)

Finance Committee (1st Tuesday of the month at 5:00 p.m.)

Personnel Committee (3<sup>rd</sup> Tuesday of the month at 4:30 p.m.)

Public Property Committee (1st Thursday of the month at 6:00 p.m.)

#### 2025 Plan Commission (4th Thursday of the month at 6:30 p.m.)

January 23rd

February 27th

March 27th

April 24th

May 22nd

June 26th

July 24th

August 28th

September 25th

October 23rd

November 20th

December 18th

#### 2025 Election Dates:

**Spring Primary (tentative)** 

Spring Municipal Election/Presidential Preference Primary

Tuesday, February 18, 2025 Tuesday, April 1, 2025

#### 2025 Monthly Department Head Meetings (3<sup>rd</sup> Wednesday of the month at 9:00 a.m.)

January 18th

February 15th

March 15th

April 19th

May 17th

June 21th

July 19th

August 16th

September 20th

October 18th

November 15th

December 20th

#### 2025 Monthly Staff Reports (due to first Thursday of the month)

January 5th

February 2nd

March 2nd

April 6th

May 4th

June 1st

July 6th

August 3rd

September 7th

October 5th

November 2nd

December 7th



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 9, 2024
REPORTS & RECOMMENDATIONS	Review and approve playground equipment purchase for Haney Park	ITEM NUMBER 8.h

Public Works is seeking approval of a proposal to replace the playground equipment for Haney Park, located behind the ballfield off of First Street.



Staff received proposals from Burke and Little Tikes, but the Burke options were all lower cost, and the previous equipment purchase for Father Marquette Park was well received by staff – the installation was efficient, they were on target and easy to work with, so staff is enthusiastic about acquiring more Burke product.

To that end, staff received three options for replacing the above equipment (attached). The price points for each are as follows:

BCI Burke Options (via Lee Recreation LLC)	Price (with school discount	
	and assembly/installation	
Option $1 - 32$ ' x 28', 7 play events, 31 users	\$20,217.00	
Option 2 – 26' x 29', 5 play events, 23 users	\$18,562.00	
Option 3 – 26' x 30', 7 play events, 33 users	\$20,555.00	

Staff recommends Option 1, as that provides the most potential different types of activities and seems like more operational capacity for play.

#### **ANALYSIS**

Staff believes an upgrade to this playground benefits this park as well as the park on Sheldon/Miller streets; the equipment at Haney Park can be disassembled and then used as spare parts for repairs of the equipment at the

other park until the equipment there can be replaced. Staff does not anticipate doing work at that park in the near-term, but the spare parts can at least improve the conditions in the short-term.

Staff is aware of equipment needs at Memorial-Kiewig Park, but we believe that park should have more robust attention as a larger scale facility. A more specific planning effort is needed there.

#### **BOARD/COMMITTEE/COMMISSION RECOMMENDATION**

Public Works reviewed this proposal at their December 5<sup>th</sup> meeting and agreed with the staff recommendation, forwarding Option 1 for approval to Common Council

#### FISCAL NOTE

Funding is included in the Parks budget for 2024. The purchase will be authorized with a carryover of funds as obligated.

#### STAFF RECOMMENDATION

Staff recommends approval.

#### IF APPROVED, NEXT STEPS

Staff contacts Lee Recreation LLC to schedule purchase, delivery, and then installation in the spring.

#### RECOMMENDED MOTION

"I move we approve Burke Option 1 for replacing playground equipment at Haney Park for \$20,217."

Administration: HE/Public Works: NS

.

A

# LEE RECREATION, LLC

DATE:

Oct. 2, 2024

TO:

City of Kewaunee ATTN: Scott Krall 401 Fifth St.

Kewaunee, WI 54216

FROM: RE: Megan Lee Cunningham

Discovered Dremov

Playground Proposal #142-191662-1 OPTION 1

#### **BCI BURKE "Play That Moves You"**

Playground Proposal #142-191662-1

7 Play Events for an estimated 31 users ages 2-12

Minimum Area Needed: 32' X 28'

1-#SYNERGY

**Synergy Modular Structure** 

\$17,317.00

DECKS: 1-Square, 1-Trapezoid, 1-Triangle

SLIDES: Luge Double Slide @ 48" Deck Ht., Monaco Curved Slide @ 40" Deck Ht.

CLIMBERS: Transfer Station, Coll Climber, Leaf Climber

UPPER BODY: 2 Chinning-Turning Bars

PLAY ACTIVITY PANELS: Bubble Window Panel, Pipe Wall

 Subtotal Equipment
 \$17,317.00

 School Discount
 (\$2,600.00)

 Assembly/Installation
 \$5,000.00

 Freight
 \$500.00

 TOTAL
 \$20,217.00

#### OPTIONAL.

30-4' L. Black Plastic Border Timbers @ \$45 ea. = \$1,350.00

Quote Accepted by:\_\_\_\_\_\_Date:\_\_\_\_\_

Terms: Net 20

Site Preparation, Marking of all Private Lines, Resilient Surfacing & Site Restoration is the

responsibility of the customer

Lead time: 8 Weeks Upon Receipt of Order

**Quote Effective: Until 12-20-2024** 



DATE:

Oct. 2, 2024

TO:

City of Kewaunee ATTN: Scott Krall 401 Fifth St.

Kewaunee, WI 54216

FROM:

Megan Lee Cunningham

RE:

Playground Proposal #142-191663-1 OPTION 2

#### **BCI BURKE "Play That Moves You"**

Playground Proposal #142-191663-1

5 Play Events for an estimated 23 users ages 2-12

Minimum Area Needed: 26' x 29'

1-#SYNERGY

Synergy Modular Structure

\$15,362.00

DECKS: 1-Square, 1-Trapezoid

SLIDES: Rock 'n Roll Slide @ 48" Deck Ht., Luge Double Slide @ 56" Deck Ht.

**CLIMBERS:** Transfer Station, Centipede Climber

ROOF: Niso Roof

PLAY ACTIVITY PANELS: Drum Crescent Panel, Pipe Wall, Piston panel

 Subtotal Equipment
 \$15,362.00

 School Discount
 (\$2,300.00)

 Assembly/Installation
 \$5,000.00

 Freight
 \$500.00

 TOTAL
 \$18,562.00

#### **OPTIONAL**:

28-4' L. Black Plastic Border Timbers @ \$45 ea. = \$1,260.00

Quote Accepted by:\_\_\_\_\_\_Date:\_\_\_\_\_

Terms: Net 20

Site Preparation, Marking of all Private Lines, Resilient Surfacing & Site Restoration is the

responsibility of the customer

Lead time: 8 Weeks Upon Receipt of Order

Quote Effective: Until 12-20-2024



3D Designer: Karen

# ECREATION, LLC Providing For Acres Wix army Same 1995

DATE:

Oct. 2, 2024

TO:

City of Kewaunee ATTN: Scott Krall 401 Fifth St.

Kewaunee, WI 54216

FROM:

Megan Lee Cunningham

RE:

Playground Proposal #142-191664-1 OPTION 3

#### **BCI BURKE "Play That Moves You"**

Playground Proposal #142-191664-1

7 Play Events for an estimated 33 users ages 2-12

Minimum Area Needed: 26' × 30'

1-#SYNERGY

Synergy Modular Structure

\$17,655.00

**DECKS**: 2-Square

SLIDES: Velo Straight Slide @ 64" Deck Ht., Monaco Curved Slide @ 40" Deck Ht. CLIMBERS: 24" Stairs with Barriers, Transfer Station, Tree Branch Climber,

Formis ladder 64

PLAY ACTIVITY PANELS: Bench, Flower Spinner, Piston Panel

Subtotal Equipment \$17,655.00 **School Discount** (\$2,600.00) Assembly/Installation \$ 5,000.00 Freight \$ 500,00

TOTAL

\$20,555.00

#### OPTIONAL:

28-4' L. Black Plastic Border Timbers @ \$45 ea. = \$1,260.00

Quote Accepted by:\_\_\_\_\_\_Date:\_\_\_\_\_

Terms: Net 20

Site Preparation, Marking of all Private Lines, Resilient Surfacing & Site Restoration is the

responsibility of the customer

Lead time: 8 Weeks Upon Receipt of Order

**Quote Effective: Until 12-20-2024** 

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 9, 2024
REPORTS & RECOMMENDATIONS	Review and consider acquisition of used docks from Reef Point Marina	ITEM NUMBER 8.i

NOTE: Staff is anticipating a 5-year plan from Pier & Waterfront Solutions to consider as part of this discussion. We hope to have it for the meeting.

Staff has been working with Pier & Waterfront Solutions (PWS) of Sturgeon Bay for many years in attempts to keep the Marina docks operation. As Council is aware, the docks in the Marina are approaching 40 years of age, well past their replacement point, and require lots of jerry-rigging to keep them in usable shape. Some of the slip docks have been removed because they no longer float, and in addition the water level has dropped which means the docks nearest the shore are essentially unusable. The docking system itself makes it more difficult to maintain, as the steel frames essentially sit in the water, thus making them more susceptible to twisting and breaking of the multiple (repeated) weld joints.

The current situation contributes to a decline in usage as boaters find alternatives to Kewaunee in Algoma, Two Rivers, Sturgeon Bay, or points north or south.

With this in mind, PWS contacted staff with an offer; they have been contracted with removing the existing docks at the Reef Point Marina in Racine. The docking available is sufficient to replace all of the main docks and slip docks in the Marina. PWS has suggested that they could take possession of and store the docking systems and then install them in the Marina; they have also provided a proposal to engage in retrofits of these docks, as the surfacing is showing wear and should be replaced. The overall proposal includes the following:

- (1) Supply used floating piers (galvanized steel frames, wood decking, plastic float drums, cleats)
- (2) Remove existing docks and install used docks
- (3) Remove existing decking, rubrail, fascia, and replace with new product

The above does not include utilities, which means the City would have to address replacement of electrical pedestals. For a 100-slip operation, we use 1 pedestal per slip dock, which is \$1,600 for each new pedestal plus cost for installation. So it'll run another \$80,000 for pedestals plus installation including all electrical connections. The plumbing would also have to be addressed with the installation of electrical.

The PWS proposal I have attached was a preliminary for discussion with the Public Property Committee. It includes two sets of estimates, one which includes replacements of all docks, and one that replaces only docks D and E. These cost estimates were listed as follows:

Options	Delivery	Remove/Install	Refurbish	Total Cost (all)	Delivery/Remove/ Install only
1	\$239,200.00	\$455,146.30	\$247,257.00	\$936,603.30	\$481,457.00
2	\$155,600.00	\$165,205.00	\$298,826.93	\$619,631.93	\$320,805.00

PWS provided the lesser Option as a fallback since the Marina is currently operating at 60% capacity and therefore replacing the larger two docks would be a priority, and also that the idea of replacing the docks would provide a visual cue of forward momentum for the Marina.

For those not at the Public Property meeting, the key difference with the used docks is the system includes floaters that essentially keep the steel frame out of the water, so the docks are floating on the water rather than partly submerged. This should significantly extend the life of the frames; the maintenance of the surfacing and other equipment.

What PWS is looking for right now is a commitment from the City to acquire the docks. We would have to work out the process to replace the docks which at minimum is \$320,805 or \$481,457 for delivery, removal of old, and installation of the used docks, with refurbishing to be done over time. We would also have to cost adjust for installation of plumbing and electrical and get cost estimates; the Marina Manager had received previous cost estimates for portions of the replacements (see also attached) which are partial and probably outdated, but they give a ballpark idea of . But right now, the commitment is that we want to take possession of the docks as proposed by PWS.

#### **ANALYSIS**

As noted, maintaining the existing docks is a constant round of jerry-rigging. It's demoralizing for staff and it doesn't do much to promote the viability of the Marina to present and (hoped-for) future customers and slip holders. The proposed system is the next best thing to new docks we're likely to find, and PWS has stated that the used docks under consideration are a floating system that should be much easier to maintain and the framing should last for years.

It should also be noted that PWS is preparing a 5-year plan for consideration. That plan includes a proposal on how to do this work over time rather than trying to do it all at once. That should (hopefully) be available by Monday's meeting.

#### BOARD/COMMITTEE/COMMISSION RECOMMENDATION

Public Property Committee discussed these proposals and recommended that the Council affirm commitment to acquiring the docks. That would enable PWS to have docks for which the City will pay.

#### **FISCAL NOTE**

We will need to discuss how to do this. Ald. Blaha suggested a revenue bond from the Marina, but frankly I'm not sure how we address that. Maybe a GO bond, or other measure is needed..

#### STAFF RECOMMENDATION

Staff recommends commitment to acquiring docks. The payment we can figure out.

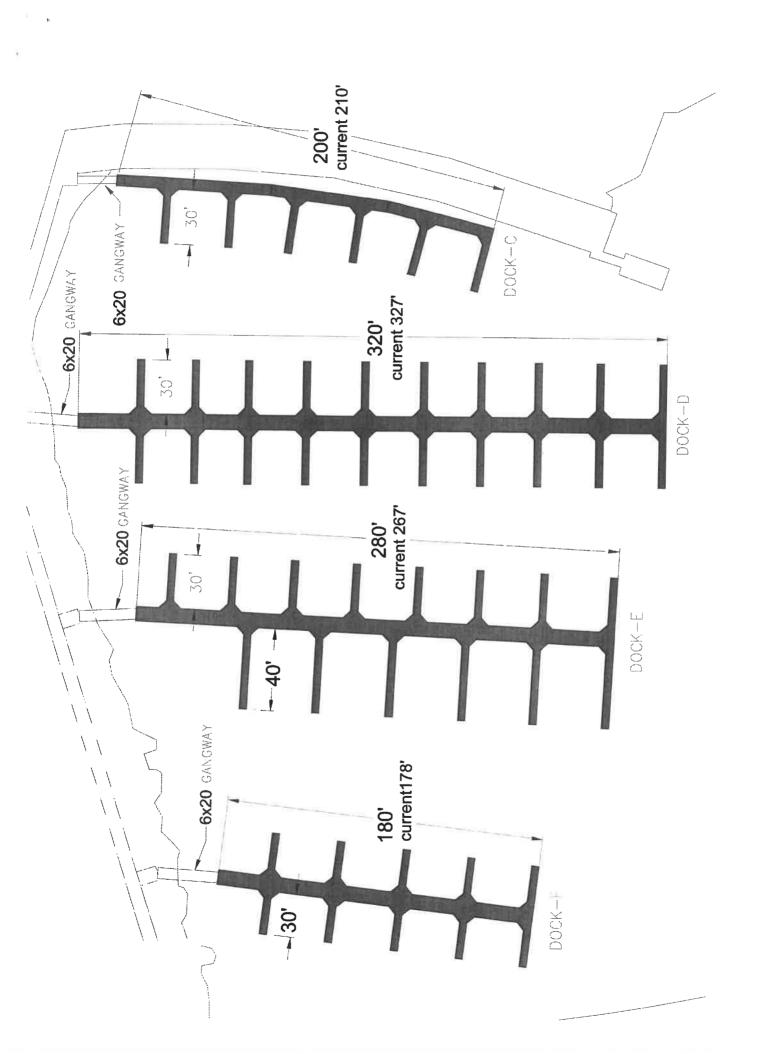
#### IF APPROVED, NEXT STEPS

Staff consults with our financial advisers on how to proceed.

#### RECOMMENDED MOTION

At the discretion of Council.

Administration: HE/Marina: AK/Public Works: NS



# Replacement of D and E dock.

# Current proposal includes the following

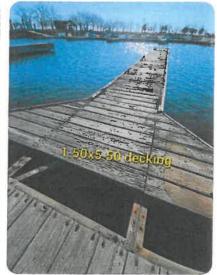
- 600' of 8'wide main walk
- 28 finger docks 3ft x 30ft
- 6 finger docks 4ft x 40ft
- 2 rolling gangways 6'x20'

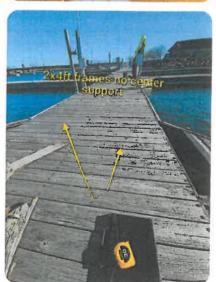


























# **Options**

- More dock is available upon request
- option to completely strip and and add new decking, rub rail, and corner bumpers.
- Payment terms



# Pier & Waterfront Solutions LLC

7325 State Hwy 42 - 57 Sturgeon Bay, WI 54235

Date	Estimate #	Rep	
12/5/2024	4204	DK	

# www.wisconsinpws.com

Name / Address	
City of Kewaunee	And the state of t
Attn: Augie Kinjerski	A. C.
401 Fifth St	. Description
Kewaunce, WI 54216	, managaran, managaran, managaran, managaran, managaran, managaran, managaran, managaran, managaran, managaran

Site Address	
Kewaunee Marina	-
	and the same

Item	Description	Qty	MPN	Total
To the state of th	Docks C D E & F = Estimate does not included utilities work		and a special series of the control of the series of the special series of the series	The state of the s
	Supply used floating piers from Reef Point Marina = Galvanized steel frames, wood decking, plastic float drums, cleats.  980' of main walk 8' wide, 44 fingers 3' wide x 30' long and 6 fingers 4' wide x 40' long, two gangways 6' x 20'  Corner walks on all fingers		Transporter Conference (Conference and Conference a	The community of the control of the
Delivery/Pick Up Used product sale Used product sale	Supply and deliver used piers to Kewaunee marina = \$239,200.00  Labor at shop/on site to load/unload and/or deliver product(s)  Customer purchase of used piers as described above  Customer purchase of used corner walks	0 0 0	COLLAND AND AND AND AND AND AND AND AND AND	0.00 0.00 0.00
Shop Repair	Remove existing decking, rubrail, fascia and replace with new product.  Inspect and replace floats and cleats as needed = \$455,146.30  Labor to remove old decking and replace with new decking and hardware in PWS shop	0		0.00
Shop Repair Misc. Charge Hardware / Materials Hardware / Materials	Labor to remove fascia, rubrail and redeck corner walks in PWS shop Dumpster costs Decking hardware 2x6 treated decking lumber	0 0 0		0.00 0.00 0.00 0.00
PWSFFASCIA Fas PWSFCB Corner B PWSFRR Rub Rail Delivery/Pick Up	Fascia 2' x 8" (per foot) Corner Bumper (each) Rub Rail (per foot) Labor at shop/on site to load/unload and/or deliver product(s) to Marina	0	PWSFFASCIA PWSFCB PWSFRR	0.00 0.00 0.00 0.00 0.00
Removal Small Bar	Remove existing docks and install used Reef Marine docks = \$242,257.00	And the collection		
Delivery/Pick Up Misc. Charge	Labor to remove existing with barge Labor at on site to load, deliver old dock(s) to landfill and unload Dumpster cost allowance of \$25,000 = Final bill to be per actual cost Labor to install used piers with barge	0	Small Barge	0.00 0.00 0.00
Hardware / Materials Chain 3/8 Grade	Concrete blocks to hold piers Chain 3/8 Grade 70 Zinc Coated Ln Ft Miscellaneous chain connectors	0	Small Barge	0.00 0.00 0.00
Install Small Barge Delivery/Pick Up	Labor to insall blocks with small barge Labor at shop/on site to load/unload and/or deliver concrete blocks Trip Charge	0 0 0	Small Barge	0.00 0.00 0.00 0.00
Feel free to call me v	vith any questions. 920-905-2588 Dave	Subto	tal	\$0.00
"Current market co increases. This es	onditions have caused delivery disruptions and frequent price stimate is submitted based on current pricing and availability.	Sales 1	Tax (5.5%)	\$0.00
	ces are subject to change without prior notice."	Total		\$0.00



# Pier & Waterfront Solutions LLC

7325 State Hwy 42 - 57 Sturgeon Bay, WI 54235

Date	Estimate #	Rep
12/5/2024	4206	DK

www.wisconsinpws.com

1	Name / Address
(	City of Kewaunee
Æ	Attn: Augie Kinjerski
4	401 Fifth St
k	Kewaunee, WI 54216

 Site Address
Kewaunee Marina

Item	Description	Qty	MPN	Total
	Docks D & E = Estimate does not included utilities work		A STATE OF THE PERSON AND PROPERTY OF THE PERSON	соў нарымення поческім нарадзення нарадзення за поческая і варадзення за поческая і варадзення варадзення вара
The section of the law parameters and the section of the section o	Supply used floating piers from Reef Point Marina = Galvanized steel frames, wood decking, plastic float drums, cleats. 600' of main walk 8' wide, 28 fingers 3' wide x 30' long and 6 fingers 4' wide x 40' long, two gangways 6' x 20' Corner walks on all fingers		Age with a special and considerate and conside	
Delivery/Pick Up Used product sale Used product sale	Supply and deliver used piers to Kewaunee marina = \$155,600.00  Labor at shop/on site to load/unload and/or deliver product(s)  Customer purchase of used piers as described above  Customer purchase of used corner walks	0 0 0	Becomment of the state of the s	0.00 0.00 0.00
Shop Repair	Remove existing decking, rubrail, fascia and replace with new product.  Inspect and replace floats and cleats as needed = \$298,826.93  Labor to remove old decking and replace with new decking and hardware in PWS shop	0	METATORI (ANGEL END ON ACTUAL)	0.00
Shop Repair Misc. Charge Hardware / Materials Hardware / Materials	Labor to remove fascia, rubrail and redeck corner walks in PWS shop Dumpster costs Decking hardware	0 0	THE ACCUMENTATION OF THE PROPERTY OF THE PROPE	0.00 0.00 0.00 0.00
PWSFFASCIA Fas PWSFCB Corner B PWSFRR Rub Rail Delivery/Pick Up	Fascia 2' x 8" (per foot)	0 0 0	PWSFFASCIA PWSFCB PWSFRR	0.00 0.00 0.00 0.00
	Remove existing docks and install used Reef Marine docks = \$165,205,00  Labor to remove existing with barge  Labor at on site to load, deliver old dock(s) to landfill and unload	0	Small Barge	0.00
Misc. Charge Install Small Barge Hardware / Materials Chain 3/8 Grade	Dumpster cost allowance of \$15,000 = Final bill to be per actual cost Labor to install used piers with barge Concrete blocks to hold piers Chain 3/8 Grade 70 Zinc Coated Ln Ft	0 0 0 0	Small Barge	0.00 0.00 0.00 0.00
Install Small Barge	Miscellaneous chain connectors Labor to insall blocks with small barge Labor at shop/on site to load/unload and/or deliver concrete blocks Trip Charge	0 0 0 0	Small Barge	0.00 0.00 0.00 0.00
Feel free to call me v	vith any questions. 920-905-2588 Dave	Subto	tal	\$0.00
"Current market of increases. This e	onditions have caused delivery disruptions and frequent price stimate is submitted based on current pricing and availability.	Sales	Tax (5.5%)	\$0.00
	ces are subject to change without prior notice."	Tota	I	\$0.00

Marine Electrical / Marine Shore Power / Dockside Power Centers

Mouse Over to Zoom

Click to Enlarge

EATON - Lighthouse Power Pedestal, 50A/30A, 50A/30A, 20A

 $\star$   $\star$   $\star$   $\star$   $\star$  (2)

\$1,599.99

In stock online.

Only 1 in stock!



Add To Cart

Find in Store Add to My List

Model # 17709924 | Mfg # LDU24XX24XX210S



**SPECS** 

**PRODUCT OVERVIEW** 

ADVICE

**REVIEWS** 

**PRODUCT Q & A** 

# **Specs**

#### Lighthouse Power Pedestal, 50A/30A, 50A/30A, 20A

**Amperage** 

Maximum 250 Amps

Length

44 Inches

Type

**Dockside Power** 

Voltage

100-240 Volts

Warranty Details

One Year

Five Years on the Housing

#### **Product Overview**

Eaton's very popular Lighthouse Power Pedestal is designed for commercial or residential marinas.

This popular shore power pedestal is meant for the average commercial or residential marina and has over 150,000 units installed worldwide. Eaton's Lighthouse is recognized for its practicality and exceptional durability.

#### 1/21/2021

Removable head is perfect for protection of equipment during strong storms or on flood-prone fixed docks. Thermo-magnetic overcurrent protection breakers included. Lots of options available for metering, lighting, communication and electrical connections.

#### **Includes**

- Two (2) 30A, 125V shore power receptacles
- Two (2) 50A, 125/250V shore power receptacles
- One (1) 20A, 125V GFCI-protected duplex receptacle
- Dual water with 1/4 turn ball valves and 3/4" hose bibs
- · Photocell-controlled LED lighting with 360° amber lens

#### **Key Features**

- · White heavy resin housing with UV-resistant acrylic polymer coating
- · Lockable weatherproof doors
- · Dual hose and cable brackets
- Copper bus
- · Hingeless base providing easy access to bus bar
- · Removable head for protection of equipment
- Eaton circuit breaker protection for all receptacles and lighting
- Dimensions: 44"H x 13 11/16"W x 13 3/4"D
- Approvals: ANSI/UL 231, NFPA 303 DTD, UL/cUL Listed, NEMA 3R rating
- · Meets electrical code requirement for shore power access

#### **Advice**

The West Advisor articles have answered boaters' questions and provided solutions to boating problems for more than 20 years. West Marine has compiled one of the Web's most comprehensive collections of technical boating information articles.

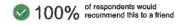
#### **Related West Advisor Articles**

DIY Shore Power

#### Reviews

# Review Snapshot by PowerReviews

5 2 Reviews Write a Review



#### **Ratings Distribution**

5 Stars	2
4 Stars	0
3 Stars	0
2 Stars	0
1 Star	0

### **IHLENFELDT PLUMBING LLC**

1503 River Rd

Kewaunee, WI 54216 US

ihlenfeldtplumbing@hotmail.com

ADDRESS

Augie Kinjerski Kewaunee Marina

Kewaunee, WI 54216

SHIP TO

Augie Kinjerski Kewaunee Marina Kewaunee, WI 54216

ESTIMATE#

DATE

1209

02/14/2024

ACTIVITY	DESCRIPTION	QTY RATE	AMOUNT
14 Plumbing	Plumbing for D&E docks project: Installation of piping and connections to power pedestals (21) D dock, (16) E dock. 2" Sch. 80 PVC pipe, 240' total, (37) 2x2x3/4 tees, 2" Unions at breaks in docks 4 per dock. Connection of 3/4" PEX piping from 2" main to each pedestal (37 total). Connection of dock piping to marina water service, 2" union and 2' stainless steel flex connector. price includes materials and labor for described project.	1 12,000.00	12,000.00
	SUBTOTAL		12,000.00
	TAX		0.00
	TOTAL	\$12	2,000.00

Accepted By

**Accepted Date** 

**Estimate** 

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 9, 2024
REPORTS & RECOMMENDATIONS	Review and select roofing replacement proposal for Marina buildings	ITEM NUMBER 8.j

### **BACKGROUND**

Continuing our run through Marina improvement projects, staff has received numerous proposals for both roofing and flooring replacements (Flooring is the subject of the next item). The roofing on several of the Marina buildings is typical asphalt shingles and they are not in good shape, or could use a life extension. This applies particularly to the Marina main buildings, but also the fish cleaning station and fuel dock shed. The pavilion, launch fish cleaning station, and campground are in reasonable shape so they have been excluded for now.

The proposals all involve placing standing seam steel systems over the existing shingles, which will essentially become a "backup" roof in case of any issues. The various contractors provide for some sort of warranty to the materials and to workmanship.

Staff received four proposals as follows:

Proposer	Marina Building	Fish Cleaning Station	Fuel Dock Shed	Pavilion	Total
Delahaut	\$22,463	\$5,500		\$8,548	\$36,511
Glen Schlies	\$14,675 or	\$1,860 or	\$825 or		\$17,360 or
	\$20,650	\$2865	\$1,165		\$24,680
SNP	\$11,705	\$2,954	\$1,233		\$15,892
VBS	\$5,208	\$1,490		\$2,098	\$8,796

Two of the providers included the pavilion rather than the fuel dock shed. The Glen Schlies proposal gives two options for materials (ribbed metal vs. metal standing seam) which reflects the two separate sets of prices. The Delahaut proposal included no specifications.

# **ANALYSIS**

Peering under the hood, the review indicates as follows:

- (1) As noted, Delahaut gives no specifications or warranty and should not be considered.
- (2) The VBS proposal is the lowest bidder, but careful review of their proposal indicates that this is for supply of materials and does not state "installation" anywhere.
- (3) The most complete proposal is the SNP, and Public Works staff have worked with them on other projects around the City.

### **BOARD/COMMITTEE/COMMISSION RECOMMENDATION**

Public Property Committee discussed these proposals and recommended that the Council approve the SNP proposal.

#### **FISCAL NOTE**

This project is included in the 2025-2029 CIP and is in the 2025 Capital Improvements Budget. Regardless of timing, it should be covered under the CIP Fund.

### **STAFF RECOMMENDATION**

Staff recommends approval of the SNP proposal in the amount of \$15,892.

# IF APPROVED, NEXT STEPS

Staff signs the proposal and contacts the contractor to schedule the work.

# RECOMMENDED MOTION

"I move we approve the Marina roofing replacement proposal from SNP in the amount of \$15,892."

Administration: HE/Marina: AK/Public Works: NS/Clerk/Treasurer: AVV

# **SNP Construction LLC**

PO Box 255 Kewaunee, WI 54216 USA +19203042277 bcpribek@gmail.com

**ADDRESS** 

QTY DESCRIPTION

City of Kewaunee 401 5th Street Kewaunee, WI 54216-5000

ESTIMATE #

DATE

1073

10/16/2024

			7.111.00111	
1	Install new steel panels on roof of main office of Mari	ew steel panels on roof of main office of Marina.		
	Install 29 gauge steel panels over the top of existing grip screws. Steel panels have a 40 year Valspar wa Price includes materials, labor, & disposal of any was	rranty. New trims at eaves, rakes, & ridge.	d	
1	Install new steel panels on roof of fish cleaning statio	n of Marina	2,954.00	
	Install 29 gauge steel panels over the top of existing shingle roof. Steel panels installed with wood grip screws. Steel panels have a 40 year Valspar warranty. New trims at eaves, rakes, & ridge. Price includes materials, labor, & disposal of any waste.			
1	Install new steel panels on roof of fuel dock of Marina	1,233.00		
	Install 29 gauge steel panels over the top of existing grip screws. Steel panels have a 40 year Valspar was Price includes materials, labor, & disposal of any was	rranty. New trims at eaves, rakes, & ridge.	t	
	ment to be put on the schedule	SUBTOTAL	15,892.00	
50% payment t 40% final once	o start project project is complete	TAX	0.00	
	FJ	TOTAL	\$15,892.00	

Accepted By

**Accepted Date** 

**Estimate** 

**AMOUNT** 



2500 Tower Drive Kaukauna, WI, 54130 Fax: 920-766-0571

Phone: 920-766-0271

www.valleybuildingsystems.com

	PROPOSAL				_	_	
Name:	Main Office	10/8/2024	_				
Address			Phone		_	_	
City	State Zip.						
We hereby I	submit specifications and estimates for	Sall Jells					
Supply t	he following steel panels, trims & accessories:		11112				
33 - 15'	11" long G60 Classic Rib steel panels						
23 - 18' -	- 11" long G60 Classic Rib steel panels						
56 - Insid	de Closures						
4 - Rolls	of Profile Vent						
9 - 14" R	idge Cap x 10'-6" long		-11-				
18 - Gutt	er Apron x 10'-6" long						
2 - 90 de	gree Wall Flashings x 10'-6" long		201				
1 - 3" Pip	e Flashing				_		
3 - Rake	Trims x 10'-6" long	The second			_		
- Bag of	f 2" screws			PRI L			
1 - Bags	of 1 1/2" screws			3,54			
otal for n	naterials listed above delivered = \$5,208.00						
		YA H					
e Propos	e hereby to furnish material and labor - complete in ac	cordance with	h specific	cations above	for	the su	m of:
	made as follows:			dollars	\$		5,208.00
voiced u	pon delivery	V8S Rep.					
dard practices. A	ned to be as specified. All work to be completed in a workmentile manner according to my afteration or deviation from specifications above involving every costs will be executed.		Tim St	effes			45.5
y upon written orders, and will become an extra charge over and above the estimate. All agreements ringent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other cessary lineurance. Our workers are fully covered by Workman's Congeneation Insurance.		Note: This pro	V-1000	be withdrawn by bt accepted within		30	days.
The second second second	of Proposal - The above prices, specifications and conditions						
	nd are hereby accepted. You are authorized to do the work as						
	its will be made as outlined above.	Customer					





2500 Tower Drive Kaukauna, Wl. 54130 Phone: 920-766-0271 Fax: 920-766-0571

www.valleybuildingsystems.com

22 - Inside Closures 2 - Rolls of Profile Vent 4 - 14" Ridge Cap x 10'-6" long 7 - Gutter Apron x 10'-6" long	Ph			
City: State: Zip:				
City: State: Zip:				
Supply the following steel panels, trims & accessories:  22 - 9' - 8" long G60 Classic Rib steel panels  22 - Inside Closures  2 - Rolls of Profile Vent  4 - 14" Ridge Cap x 10'-6" long  7 - Gutter Apron x 10'-6" long  - Rake Trims x 10'-6" long  - Bag of 2" screws  - Bags of 1 1/2" screws  otal for materials listed above delivered = \$1,490.00  Propose hereby to furnish material and labor - complete in accordant to be made as follows:				
22 - 9' - 8" long G60 Classic Rib steel panels 22 - Inside Closures 2 - Rolls of Profile Vent 4 - 14" Ridge Cap x 10'-6" long 7 - Gutter Apron x 10'-6" long 4 - 3" Pipe Flashing 5 - Rake Trims x 10'-6" long 6 - Bag of 2" screws 6 - Bags of 1 1/2" screws 6 - Bags of 1 1/2" screws 6 - Bags of 1 1/2" screws 7 - Propose hereby to furnish material and labor - complete in accordant to be made as follows				
22 - Inside Closures 2 - Rolls of Profile Vent 4 - 14" Ridge Cap x 10'-6" long 7 - Gutter Apron x 10'-6" long 4 - 3" Pipe Flashing 5 - Rake Trims x 10'-6" long 6 - Bag of 2" screws 7 - Bags of 1 1/2" screws 8 - Bags of 1 1/2" screws 8 - Dtal for materials listed above delivered = \$1,490.00 8 - Propose hereby to furnish material and labor - complete in accordance to be made as foliows:				
2 - Rolls of Profile Vent 4 - 14" Ridge Cap x 10'-6" long 7 - Gutter Apron x 10'-6" long 4 - 3" Pipe Flashing - Rake Trims x 10'-6" long - Bag of 2" screws - Bags of 1 1/2" screws  Otal for materials listed above delivered = \$1,490.00  Propose hereby to furnish material and labor - complete in according to be made as follows				
4 - 14" Ridge Cap x 10'-6" long 7 - Gutter Apron x 10'-6" long - 3" Pipe Flashing - Rake Trims x 10'-6" long - Bag of 2" screws - Bags of 1 1/2" screws otal for materials listed above delivered = \$1,490.00  Propose hereby to furnish material and labor - complete in according to be made as follows				
7 - Gutter Apron x 10'-6" long  - 3" Pipe Flashing  - Rake Trims x 10'-6" long  - Bag of 2" screws  - Bags of 1 1/2" screws  otal for materials listed above delivered = \$1,490.00  Propose hereby to furnish material and labor - complete in according to be made as follows				
7 - Gutter Apron x 10'-6" long - 3" Pipe Flashing - Rake Trims x 10'-6" long - Bag of 2" screws - Bags of 1 1/2" screws  otal for materials listed above delivered = \$1,490.00  Propose hereby to furnish material and labor - complete in according to be made as follows				
- 3" Pipe Flashing  - Rake Trims x 10'-6" long  - Bag of 2" screws  - Bags of 1 1/2" screws  otal for materials listed above delivered = \$1,490.00  Propose hereby to furnish material and labor - complete in according to be made as follows				
- Rake Trims x 10'-6" long  - Bag of 2" screws  - Bags of 1 1/2" screws  otal for materials listed above delivered = \$1,490.00  Propose hereby to furnish material and labor - complete in according to be made as follows				
- Bags of 1 1/2" screws  otal for materials listed above delivered = \$1,490.00  Propose hereby to furnish material and labor - complete in according to be made as follows				
Propose hereby to furnish material and labor - complete in according to be made as follows:				
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oiced upon delivery	ince with spe	dollar		um of: 1,490.00
THE RESERVE OF THE PROPERTY OF			intellina.	
	Rep.	Steffes		
ent upon strikes, accidents, or dalays beyond our corroot. Owner to carry fire, ternade, and other hary insurance. Our workers are tuly covered by Workman's Compensation insurance.		may be withdrawn if not accepted with		days.
eptance of Proposal - The above prices, specifications and conditions bisfactory and are hereby accepted. You are authorized to do the work as				
	A CONTRACTOR OF THE PARTY OF TH			
e of Acceptance: Sig	nature:			



2500 Tower Drive

Phone: 920-766-0271 Kaukauna, Wl. 54130 Fax: 920-766-0571

www.valleybuildingsystems.com

Name: Wheel House			Date: 10/8/2024	
Address:			Phone:	
City.	State	Zip:		
We hereby submit specifications as	d estimates for:			
Supply the following ste	el panels, trims & acces	sories:		
25 - 14' - 3" long G60 C	lassic Rib steel panels	Ald left		
25 - Inside Closures				
2 - Rolls of Profile Vent				
4 - 14" Ridge Cap x 10'-	6" long			
8 - Gutter Apron x 10'-6'	long			
4 - Rake Trims x 16'-6" I	ong			
1 - Bag of 2" screws				
4 - Bags of 1 1/2" screws				
Total for materials listed	above delivered = \$2.09	00.8		
	THE THE PARTY			

All Material is guaranteed to be as specified. All work to be completed in a workmankle manner according to standard practices. Any alteration or deviation from specifications above involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements

Signature confingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tormade, and other

We Propose hereby to furnish material and labor - complete in accordance with specifications above, for the sum of:

Tim Steffes

dollars \$

Note: This proposal may be withdrawn by us if not accepted within

30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

necessary Insurance, Our workers are fully covered by Workman's Compensation Insurance

Date of Acceptance:

Payment to be made as follows:

Invoiced upon delivery

Customer Signature:

VBS Rep.



2.098.00

Custom Concrete Flatwork S954 Cty Rd T • Denmark, WI 54208 • Phone (820)		
PROPOSAL SILL DATE 10-12-24  JOB ADDRESS KENGLES DELS 123 N Don St k		
Notice all bills not paid within 30 days are subject to 1%% Interest.		COST
Blasement floor will include 6" of stone, sump pit and tille. Concrete will be 4" thick and 5 bag mix. Size		
Carage floors, driveways and other outside concrete will have a temped sand base and 1/2° rod reinforcing concrete will be 4° thick and 5 bag mix.  Garage Size Pro. 6. 044/66  Driveway Size F/Sk. Clevinias Station.		23,463.0
Ponch Size or Least basin - Practition		8.548, 0
Patio Size		
Extras Not Respiesable for campa wites an	e exter	
Price reliates were Secret Rooking and all	Latingian	
Tabel Republic New Steel Republic Alle ST		
Please Note: Due to Wisconsin's Climate which includes freezing and thawing cycles	TOTAL COST	36,511.01
and the use of sail on our roads. DELAHAUT cannot and will not be held responsible for cracking, peeling, popping or chalking of concrete.	Your work is great approciated, 7/44-46  © DELAHAN  1954 GW Bd T • Decasts,	

# **Estimate**

Glen Schlies Builders LLC E1441 Reckelberg Rd Kewaunee, WI 54216 US 920-422-0624 schliesbuilders@aol.com

ADDRESS

City of Kewaunee

ESTIMATE #	DATE	EXPIRATION DATE
1001	10/16/2024	04/01/2025

DESCRIPTION

09 Roof Flashing	over 1x4 sleepers	1	1,010.00	1,010.00
09 Roof Flashing	Install Standing seam Metal roofing over existing shingles with 1x4 sleepers	1	1,550.00	1,550.00
09 Roof Flashing	Install ribbed metal roofing over existing shingles over 1x4 sleepers On Marina Office Building	1	14,675.00	14,675.00
09 Roof Flashing	Install metal standing seam roofing over existing shingles over 1x4 sleepers on Marina office building.	1	20,650.00	20,650.00
09 Roof Flashing	Install ribbed metal roofing over existing shingles over 1x4 sleepers on fish cleaning station	1	1,860.00	1,860.00
09 Roof Flashing	Install standing seam metal roofing over existing shingles over 1x4 sleepers on fish cleaning station	1	2,865.00	2,865.00
09 Roof Flashing	Install ribbed metal roofing over existing shingles over 1x4 sleepers on storage building	1	825.00	825.00
09 Roof Flashing	install standing seam metal roofing over existing shingles over 1x4 sleepers on storage building	1	1,165.00	1,165.00
23 Floor Coverings	Install new mosaic tile on campground shower stalls (4) and grout	1	2,800.00	2,800.00
23 Floor Coverings	Remove and install new vinyl plank flooring (United weavers Hamilton Chic, Menards) over new pad in marina office rooms	1	4,850.00	4,850.00
	TOTAL			\$52,250.00

**Accepted Date** 

Accepted By

SERVICE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 9, 2024
REPORTS & RECOMMENDATIONS	Review and select flooring replacement proposal for Marina buildings	ITEM NUMBER 8.k

# **BACKGROUND**

Continuing our run through Marina improvement projects, staff has received numerous proposals for both roofing and flooring replacements (Roofing was the subject of the last item). The flooring in various Marina buildings is in need of replacement as it is showing wear and tear. The campground bathroom, in particular, is becoming hazardous as it is (1) separating from the drain and (2) is slippery. Staff requested proposals from various contractors and received the following:

Proposer	Campground Bathrooms	Marina Office	Small Slab outside	Lounge	Total
Legacy	\$3,250	\$3,750	\$320	\$1,800	\$9,120
N.E.W. Coatings	\$2,485	\$3,018		\$1,638	\$7,141
Glen Schlies	\$2,800	\$4,850		w/office	\$7,650

Legacy has done work with the City over the years. They provide a lifetime warranty on their work. Their proposal includes specifically the campground bathroom with the others listed as "additional options".

This work is not specifically addressed in the 2025-2029 CIP or in the 2025 Capital Improvement Budget, but the budget does include enough funding to address the flooring along with the roofing in the last item.

### **ANALYSIS**

There appears to be very little difference in the Legacy and N.E.W. Coatings proposals, except that the lifetime warranty and guarantees make the Legacy proposal more attractive, and work the additional money to ensure that the work is guaranteed.

### **BOARD/COMMITTEE/COMMISSION RECOMMENDATION**

Public Property Committee discussed these proposals and recommended that the Council approve the Legacy proposal.

### **FISCAL NOTE**

This project is not included in the 2025-2029 CIP but the 2025 Capital Improvements Budget is budgeted sufficiently for the roofing replacement to cover this as well.

# STAFF RECOMMENDATION

Staff recommends approval of the Legacy Concrete Coating proposal in the amount of \$9,120, which includes all the additional options listed in the proposal.

#### IF APPROVED, NEXT STEPS

Staff contacts the contractor to schedule the work.

#### RECOMMENDED MOTION

"I move we approve the Marina flooring replacement proposal from Legacy Concrete Coatings in the amount of \$9,120 including all options provided."

Administration: HE/Marina: AK/Public Works: NS/Clerk/Treasurer: AVV



A TSR Concrete Coatings LLC & Revamp Company

# CONTRACT

#### Prepared for:

Kewaunee Marina Attn: Augie Kinjerski 123 N Main St Kewaunee, WI 54216 akinjerski@cityofkewaunee.org (920) 255-7888

# October 10, 2024

No. 125085

Legacy - Appleton | Matt Busch 215 Allegiance Ct., Appleton, WI 54913 P: (920) 843-9368 | abigallgrambsch@tsrconcretecoatings.com www.legacyconcretecoating.com

# CONCRETE COATING PURCHASE AGREEMENT

Diamond Profile for Permanent Adhesion	✓ Included
Diamond Profile Cracks and Imperfections to Prepare for Mender Application	✓ Included
Apply 2 Part Mender Crack and Pit Repair & Diamond Profile Smooth	✓ Included
Apply Polyurea Basecoat Evenly to Surface	✓ Included
Broadcast Generous Amounts of Acrylic Chip	✓ Included
Remove Excess Media Broadcast by Scraping	✓ Included
Apply Polyaspartic Top Coat	✓ Included

#### **Warranty Does Not Cover the Following:**

Cracking-Crumbling-Iron Oxide Penetration-Hydro Static Water Pressure-Corrosive Liquids or Solids Not Warranted

#### WE DO NOT CHANGE THE PITCH OF THE CONCRETE OR LEVEL IT IN ANY CIRCUMSTANCE

**Understands** 

#### \*\*Disclaimer\*\*

Any and all hard surface flooring should be considered slippery when wet. Always use caution and common sense

#### **Additions, Notes, Special Instructions:**

It is the responsibility of the homeowner or property manager to remove all personal items from the project area. We are grinding concrete with metal diamond blades which can in some instances create dust depending on the softness of concrete. If you want an area taped off with plastic do so prior to our install.

# **Evolution Flake**



# **Evolution Flake**

Quantity

Measurement

1

360 (Sq Ft.)

#### Notes

Sa ft: 360

Project: Campground Bathrooms

Color: Likely Marlin (Confirm with Customer)

Condition: Coated

Verticals: Yes in one-half of both bathrooms- beneath plastic wall covering (see pictures)

Steps: Small Step/Curb into the showers

Stitches: No in Bathrooms, but yes if other areas are chosen.

Notes: 2 Sides of a campground bathroom (Both sides are 180 sq ft each for a total of 360 sq ft). Coating removal (paint) in the main area of the bathroom. Customer will remove toilets. Coating around shower drain and small curb/step into the shower area (see pictures).

### **Additional Options:**

- Small slab outside the shop: \$320
- Member Area: \$1800
- Shop including Golf Cart Garage: \$3750

#### Why Legacy is Better:

- \* Actual Lifetime Warranty- Competitors say it but either go out of business or don't honor it
- \* Guaranteed not to Peel, Flake or Delaminate
- \* Guaranteed not to Yellow or Discolor
- \* Successfully Completed over 15,000 Jobs
- \* Over 11 Million Square Feet of Concrete Coated

Color	Concrete Condition	Area
TBD	Fair	Carage
Warranty	Texture	Concrete Stitches
Limited Lifetime Residential Warranty	4 oz per gallon exterior Tek Grip	Declines Concrete Stitches
Resistance	Projected Start Date	Projected End Date
Declines Resistance Coating	TBD	TBD

**Price:** \$3,272.40 \$3,250.00

# **Discounts**

# Variable Incentive



Discount

\$22.4

# **Pricing**

Subtotal: \$3,272.40

Discount: \$22.40

Grand Total: \$3,250.00

Deposit Amount: \$1,300.00

Balance Due: \$1,950.00

All promos and discounts have been applied Payment due in full at completion of project

Projects cancelled/rescheduled without 14 day notice will be charged \$500 and will not be rescheduled until paid

Please initial next to the following statements to indicate that y	ou have read, understand, and agree to them:
ReVamp Branded Companies do not level, pitch or grade conci	rete surfaces.
ReVamp Branded Companies do not prevent lime/calcium/mir	neral deposit or rust from (re)surfacing.
ReVamp Branded Companies have a walkaway/mobilization fe event a crew cannot perform the scope of work.	e of \$350.00. This fee will be charged in the
ReVamp Branded Companies do not repair or mend any vertica	al surface or stem walls
ReVamp Branded Companies do not coat, repair, or mend any considered industry standard structural members of the substra	
I agree that the payment method used for my deposit payment final payment for the remaining balance due immediately upor recommended that I, or someone else that I designate, be prese inspect and ensure everything is completed to my satisfaction. payment will still be processed for the remaining balance.	n job completion. I understand that it is ent at the job site upon completion to
Pool Decks - If this is a pool deck project, the customer needs to level 12-24" prior to the day of installation. We are not responsible water. The decorative flake will get in the pool and it will need but prior to turning the pool pump back on.	le for the cost of cleaning the pool or pool
X Kewaunee Marina (Augie Kinjerski)	X Company Authorized Signature

#### WARRANTY

Your Warranty for this Project: Residential Limited Lifetime Warranty

The Revamp Concrete Coating system is warranted against chipping, peeling, delamination, and UV stability. Non-concrete surfaces (such as wood joints, steps, etc.) are not covered by the warranty. Substrate failure, including cracks, sinking concrete, or future substrate failure are not covered by the warranty. Damage to the coating including corrosion, iron oxide penetration (rust) or solid/liquid corrosive chemicals (gas/brake kleen/ammonia) are not covered by the warranty. Warranty is limited to the original purchaser only.

#### **COLORS**

CUSTOMER is responsible for all Color Selections and will be specified as to color and location as noted below per included area. Customer is made aware the coating system, unless specifically noted otherwise, will have a GLOSS FINISH. Color changes after confirmation could cause project delays and are subject to additional charges.

#### **TEXTURE**

Any surface can be slippery, especially when wet with any fluid Revamp branded companies provide a non-porous finish that could result in temporary standing water/fluid and can become slippery when wet. Further, any surface can sweat or condensate when the slab temperature is cooler than the warm air around it. Our coating system provides a layer of insulation, which may help with sweating, but will NOT eliminate it. It is advised that slip resistant additives be applied to any coating system where this is a concern. Each area to be coated is noted with the texture choice of the customer based on sample options provided prior to entering this agreement. Floor texture options are as follows:

NONE: no additional texture

Tek Grip 4oz: generally used for sidewalks and exterior projects

Tek Grip 6-10oz: generally used for pool decks

In no event shall Revamp branded companies be responsible for injury incurred by a slip or fall situation. It is the purchaser's sole responsibility to provide for their own safety and the safety of their guests. While slip resistant additives can assist with slip/fall prevention, there is no guarantee that someone will not slip while walking on coated areas. Revamp branded companies assume no responsibility for slip-fall accidents. Future updates to this floor project to alter texture and/or slip resistance are subject to an additional cost to the customer.

### **SUBSTRATE FAILURE / CRACK REPAIR**

Revamp branded companies uses a proprietary concrete mender system to fill/repair existing cracks. However, future settling, stress, expansion, and contraction can cause cracks to return. Customer acknowledges that substrate failure (including cracks) is NOT COVERED BY THE WARRANTY.

#### **MOISTURE STOP DISCLAIMER**

Some projects require the use of special chemical preparation related to moisture detected at the time of initial inspection by your Revamp branded companies representative. Your representative has tested and made a reasonable determination on the necessity such chemical preparation and your contract reflects this determination. In some instances, unforeseen moisture may be detected at the time of installation that may cause delays or the need for chemical preparation. In the event of unforeseen moisture or a determination that specialty preparation is needed, customer will be notified of any additional cost. Disclaimer: the use of additional chemical preparation may cause delays of installation beyond the control of Revamp branded companies. Even when chemical preparation is included, Revamp branded companies does not warrant against standing water, sweating/condensation, or water intrusion.

#### **START DATES**

Revamp branded companies does not expressly state or imply job start or duration dates.

#### **OBSTRUCTION REMOVAL**

It is the responsibility of the CUSTOMER to remove any obstructions from the working area prior to the scheduled date of installation. Revamp branded companies is NOT responsible for removal of obstructions. Failure to remove all obstructions from working areas may cause delays and is subject to additional charges.

#### **DUST PROTECTION**

Revamp branded companies uses industrial grade equipment and vacuum systems that collect most dust created during the installation process. However, some dust will escape and could be deposited in the working and adjacent area. It is the responsibility of the CUSTOMER remove and/or protect any items (i.e. wall decorations, electronics, cabinets, shelving, etc.) prior to the installation of your coating system. STANDING WATER / CONDENSATION / WATER INTRUSION / RUST STAINS Standing water, sweating, condensation, leaks, water intrusion, and/or rust staining of any kind is NOT COVERED BY ANY Revamp branding companies.

#### **SURFACE IMPERFECTIONS**

Revamp branded companies will utilize its best efforts to prepare the surface for application. Revamp branded companies does not level or grade surfaces. Application of coating may not alter or eliminate existing surface imperfections, including, but not limited to, high/low spots that may result in standing water. There is no expressed or implied guarantee that surface imperfections will be completely hidden by the coating process.

#### **VERTICAL COATING**

Vertical surface coating is for decorative purposes only. Revamp branded companies does not sand, grind, fill or make repairs to vertical surfaces. Pre-existing imperfections may be visible. The coating system applied to vertical surfaces may appear different than horizontal surfaces. Vertical coating can be rough and/or sharp to the touch. Please use caution when touching coated vertical surfaces.

#### **RETURN TO USE**

Many variables can affect the drying and full cure times for your Revamp branded companies system. Return to use timeframes are as follows unless explicitly noted otherwise:

- 12 hours after completion: light foot traffic may resume.
- 24 hours after completion: lightweight items may be returned to the space. (i.e. boxes or items that can be set into place)
- 48 hours after completion: return to full use. (i.e. vehicle traffic, heavy items such as tool boxes, appliances, etc.)

Revamp branded companies is NOT responsible for damages caused by premature use of the coated surface outside of these guidelines. Customer agrees to WARRANTY, COLOR, TEXTURE, SUBSTRATE FAILURE/CRACK REPAIR, MOISTURE STOP DISCLAIMER, START DATES, OBSTRUCTION REMOVAL, DUST PROTECTION, STANDING WATER / CONDENSATION / WATER INTRUSION / RUST STAINS, SURFACE IMPERFECTIONS, VERTICAL COATING, and RETURN TO USE notes as stated above.

#### **TERMS & CONDITIONS**

Revamp branded companies is licensed and insured. Executed in Duplicate, one copy of which was delivered to, and Customer hereby acknowledges receipt. This is not an "Estimate" or "Application for Credit". There are no promises, agreements, nor understandings not expressed in this proposal, and this writing constitutes the entire agreement. This is a legal binding contract.

#### **Delay/Unknown Conditions:**

Events beyond the control of Contractor (Revamp branded companies) such as Acts of God, labor strikes, inclement weather, Buyers inability to qualify for or obtain financing, or other events resulting in delays in performance of this Agreement do not constitute abandonment and are not included in calculating time frames for performance by contractor. In the event the Contractor determines that the parties cannot perform this Agreement as intended, for example, unforeseen structural defects, unforeseen circumstances that may be detrimental to the coating process (including, but not limited to, moisture readings, concrete deterioration, substrate failure), pre-existing conditions to the Buyer's property, or incorrect pricing, the Contractor may cancel this Agreement. The Buyer will be notified of such cancellation in writing and return all monies paid by the Buyer. The Contractor (Revamp branded companies) and the Buyer(s) have determined that a definite start or completion date is not of the essence in this Agreement. Revamp branded companies does not state or imply job start or duration dates.

#### Cancellation:

The Customer understands that they may cancel this contract without obligation with 3 business days following its execution. AFTER THREE BUSINESS DAYS, THE DOWN PAYMENT IS NONREFUNDABLE.

Revamp branded companies is licensed and insured. Executed in Duplicate, one copy of which was delivered to, and Customer hereby acknowledges receipt. This is not an "Estimate" or "Application for Credit". The customer understands that Revamp branded companies may incur substantial costs for administrative costs, material costs, re-measuring, labor, manufacturing and/or installation of products ordered. This contract is binding upon the Customer and Revamp branded companies before installation of the product ordered. If Customer does not make goods available to contractor (Revamp branded companies) and contractor (Revamp branded companies) does not pick them up within 20 days of the date the Customer notice of cancellation, Customer may retain or dispose of the goods without further obligation. If Customer fails to make goods available to contractor (Revamp branded companies), or if Customer agrees to return the goods to contractor (Revamp branded companies) and fails to do so, then Customer remains liable for performance of Customer's obligations under the contract. To cancel this transaction, mail or deliver a signed and dated cancellation notice (or any other written notice), to: Revamp branded companies PO Box 645 Lena, IL 61048.

#### **Liens / Security Interest:**

The Customer is notified pursuant to state law that Revamp branded companies has the right to file a mechanic's lien on the above-mentioned residence if Revamp branded companies is not paid in full. The amount of the mechanic's lien under state law includes the unpaid balance of the contract plus statutory interest and attorney's fees.

#### **Late Payment Fees / Legal Actions:**

Upon completion of the work to be performed under this Agreement, interest on any unpaid balance shall accrue at a simple rate of 2% per month. In addition, in the event that Revamp branded companies files a legal action to collect amounts owed in connection with this Agreement and is successful in such an action, the customer shall pay Revamp branded companies, in addition to the judgment the customer may be called upon to pay, the amount of the attorney's fees, as well as court costs of collection incurred by Revamp branded companies in connection with the action. Interest on such judgment and associated fees and costs shall accrue at a simple rate of 2% per month from the date of such judgment.

#### **Arbitration of Disputes:**

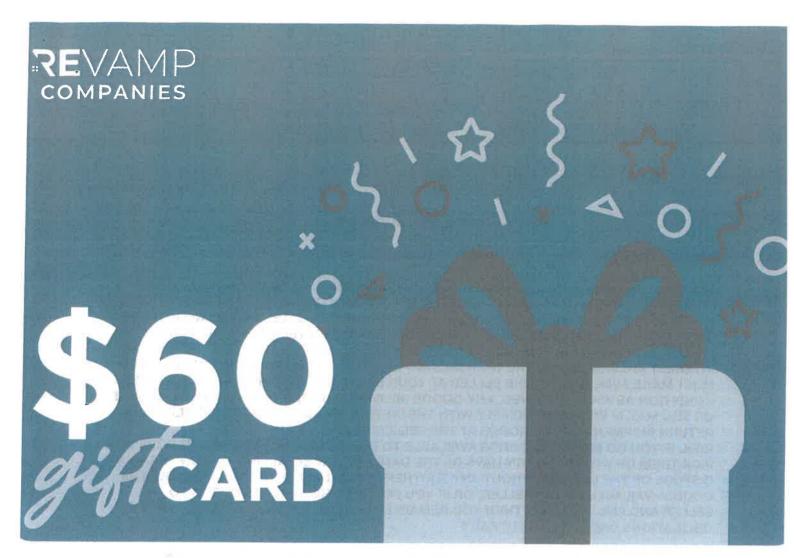
Contractor (Revamp branded companies) and Buyer(s) agree that any and all disputes, claims or controversies (hereafter referred to as a "Claim") arising under or relating to this Agreement and any related documents, loans, security instruments accounts or notes, including by way of example and not as a limitation: (I) the relationships resulting from this Agreement and the transactions arising as a result thereof: (II) the terms of this Agreement; or (III) the validity of this Agreement or the validity or enforceability of this arbitration agreement, shall be subject to binding arbitration to be determined by one arbitrator, in accordance with and pursuit to the then prevailing rules and procedures of the Commercial Rules of the American Arbitration Association, to be held and arbitrated in the judicial district in which the homeowner's residence resides. The Buyer(s) agree that they will not assert a Claim on behalf of, or as a member of, any group or class. The findings of the arbitrator shall be final and binding on all parties to this Agreement, and may include an award of costs and legal fees. Such fees and costs will be awarded on any judgment in favor of the Contractor. This Agreement to Arbitrate, and any award, finding or verdict of or from the arbitration, will be specifically enforceable under the prevailing law of any court having jurisdiction. The party asserting the Claim with the other party to this Agreement and with the American Arbitration Association will file notice of the demand for arbitration. The demand shall be made within a reasonable time after the Claim in question has arisen, and in no event shall any such demand be made after the date when the institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. Any Arbitration brought under this Agreement, and any award, finding or verdict of or from such proceedings shall remain confidential between the parties and shall not be made public. Both Buyer(s) and Contractor are hereby agreeing to choose arbitration, rather than litigation or some other means of dispute resolution, to address their grievances or alleged grievances. The parties believe this will allow a faster and more cost-effective method of addressing a Claim. By entering into this Agreement and this arbitration provision, both parties agree to relinquish their right to have any dispute decided in a court of law before a jury, and instead are accepting the use of arbitration, other than as set forth immediately below. Notwithstanding anything herein to the contrary, Contractor retains the option to use judicial or non-judicial relief to enforce the monetary obligation represented by this Agreement. Such judicial relief would take the form of a lawsuit. The institution and maintenance of such an action for judicial relief in a court to foreclose upon any collateral or to enforce or collect upon a monetary debt or judgment shall not constitute a waiver of the right of any party to compel arbitration of any Claim subject to arbitration in this Agreement, including the filing of a counterclaim by Buyer(s) in a suit brought by Contractor pursuant to this arbitration provision. Revamp branded companies will provide to the Customer all written product warranties on materials after installation.

Revamp branded companies and Customer agree that all implied warranties including, without limitations, warranties of habitability, fitness for a particular purpose and merchantability are hereby excluded and there are no warranties of representations which extend beyond those expressly set forth in this agreement.

Revamp branded companies warrants workmanship (Labor) for twelve (12) months after the date of completion and will remedy substantial defects without charge to the Customer, upon written notice from Customer with such period. Beyond the first year, a mobilization charges deductible equal to no greater than ten percent of the contract price may be charged per occurrence.

Repairs to damaged coating will be at the Customer's expense if such damage is caused by structural defects, settling, severe structural cracks, acts of providence, customer negligence, intentional/ unintentional actions, accidental damage, damage caused by animals wild or domesticated and also within incidents on which an insured individuals or uninsured individuals were at fault. ReVamp branded companies shall not be liable for, in any respect, any damage to the building or its contents, or any consequential damage resulting therefrom. Alterations to coated surfaces, natural disasters, acts of God... ie. Hurricanes, tropical storms, named/ unnamed storms, coastal flooding, etc...

Revamp branded companies does not warranty damaged cause by individuals who are not listed on the home owners policy or contractors whom are insured/ lack of proper drainage (standing water), preexisting conditions such as damaged concrete, rust, class action lawsuits, manufacturer's warranty failure, substrate failure, leaks are not covered under the manufacturer's warranty and will cause the warranty to be void.



- -Limit 1 per customer.
- -Must be claimed after installation is complete and project is paid in full.
- -Delivered via SMS TEXT MESSAGE only.
- -Must be installed by December 31st, 2024

After installation is complete claim your gift card at www.revampcompanies.com/giftcard

Gift Card will be delivered via TEXT MESSAGE within 45 days after submission.



# **Notice of Cancellation**

DATE OF TRANSACTION: (as shown on contract)

•
YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR THE PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.
TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO:
NAME OF SELLER:
AT THE ADDRESS OF SELLER OR SELLER'S PLACE OF BUSINESS
NOT LATER THAN MIDNIGHT OF THIS DATE (3 business days from cancellation)/_/
I HEREBY CANCEL THIS TRANSACTION:
CONSUMER'S SIGNATURE:
DATE:
CONSUMER'S NAME:
CONSUMER'S EMAIL ADDRESS:

# **N.E.W COATINGS**

E9375 Magolski Lane Fremont, WI 54940

Email: Joe@newfloorcoatings.com

Phone (office): 920-883-2568 Phone (sales): 920-841-8452



Date: 10/9/24

Job: Kewaunee Marina

Contact: Akinjerski@cityofkewaunee.org

920-255-7888

100% polyurea basecoat, 1/2" flake full broadcast, and a layer of polyaspactic top coat.

Area 1 Approximately 400 sq ft, men and women's bathroom= \$2,485

- Diamond Grind with diamond tooling to remove paint and profile concrete
- Hepa vac
- Install polyurea, polyaspartic system with full broadcast, Customer to choose ¼"
  flake color.

Area 2 Main Office 516 sq ft =\$3,018 Area 3 Lounge 280 sq ft=\$1,638

\$2400 total project minimum

\$1000 deposit due at signing to reserve spot on calender and order material

# Acceptance of Proposal

Joe Sommers

Joe@newfloorcoatings.com

(cell) 920-841-8452

(office) 920-883-2568

We will furnish materials and labor in accordance with the above specifications for the sum listed and in accordance with the terms and conditions listed on the contract.

Accepted by:	and the second s
Date:	

#### **N.E.W Coatings TERMS & CONDITIONS**

Payment Terms: Payment shall be paid to N.E.W Coatings within 30 days of completion Clarifications

Non-Union Labor will be used for this project. Proposal is based on one mobilization. Work areas must be clear of other trades during this process. General contractor must provide a concrete slab that is free of cracks, ridges, stains, depressions, or foreign material that will interfere with the polishing process. Concrete hardness, flatness, and power troweling must be within tolerance to provide a polished concrete surface acceptable to the owner. Compressive strength at 28 days no more than 4000 psi. Any repairs on the concrete floor prior to polishing will be on a time and material basis. Building must be enclosed, and climate controlled for relative humidity and temperature with concrete slab temperature of a minimum of 50 degrees and not exceeding 85 degrees. Air monitoring by general contractor. Moisture content of concrete slab and control joints must be within tolerance per manufacturers requirements. A minimum Floor Flatness (FF) rating of 50 and a minimum Floor Level (FL) rating of 35 is required for best results. Final floor finish may have variations depending on high and low areas of the concrete. Any penetrations, floor outlets, drains, or new concrete due to trenching may result in a finish variation from the balance of the polished concrete. Edges of polished concrete at walls may not have the same aggregate exposure. All moisture tests, FF Floor Flatness, and FL Floor Levelness are the responsibility of the general contractor.

All work will be performed in a professional workmanship like manor following accepted best practice standards. N.E.W Coatings will not be responsible for slight color changes, shadowing from previous floor finishes, or dissatisfaction due to irregularities caused by defects with the cast in place, sawcut joint filler separation due to concrete movement/shrinkage that exceeds the joint filler specification limits, subfloor/substrate issues or defects, or conditions caused by weakness, expansion, cracking, failure, alkali or hydrostatic pressure, or osmotic pressure water vapor emissions. Concrete floor protection prior to, during, and after the polishing process is the responsibility of the general contractor. The use of propane powered equipment must be allowed. Dumpster within 20 feet of an exterior door opening, water within 150 feet of the work area, drains, required lighting, 480V three phase power, 208 single phase power, 110VAC power, provided by the general contractor. General contractor must provide hoisting of equipment and slurry containers to and from higher or lower than ground floor work areas.

#### Conditions

Any alteration or deviation from the above specifications involving additional costs will be executed upon written orders, and will become an additional charge over and above the original estimated amount specified.

All agreements are contingent upon strikes, accidents or delays beyond the control of N.E.W Coatings

The owner will carry fire, tornado, and other required insurance coverage. N.E.W Coatings workers are fully covered by Workmen's Compensation. N.E.W Coatings may withdraw this proposal if not accepted within 60 days.

# Warranty

We warranty all workmanship for one year from the date of completion of installation. We will provide service, should it be required, after our warranty expires. This warranty does not cover reduction of gloss from use or damage from cleaning chemicals used not approved by N.E.W Coatings

**Estimate** 

Glen Schlies Builders LLC E1441 Reckelberg Rd Kewaunee, WI 54216 US 920-422-0624 schliesbuilders@aol.com

ADDRESS

City of Kewaunee

ESTIMATE # DATE EXPIRATION DATE
1001 10/16/2024 04/01/2025

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
09 Roof Flashing	over 1x4 sleepers	1	1,010.00	1,010.00
09 Roof Flashing	Install Standing seam Metal roofing over existing shingles with 1x4 sleepers	1	1,550.00	1,550.00
09 Roof Flashing	Install ribbed metal roofing over existing shingles over 1x4 sleepers On Marina Office Building	1	14,675.00	14,675.00
09 Roof Flashing	Install metal standing seam roofing over existing shingles over 1x4 sleepers on Marina office building.	1	20,650.00	20,650.00
09 Roof Flashing	Install ribbed metal roofing over existing shingles over 1x4 sleepers on fish cleaning station	1	1,860.00	1,860.00
09 Roof Flashing	Install standing seam metal roofing over existing shingles over 1x4 sleepers on fish cleaning station	1	2,865.00	2,865.00
09 Roof Flashing	Install ribbed metal roofing over existing shingles over 1x4 sleepers on storage building	1	825.00	825.00
09 Roof Flashing	install standing seam metal roofing over existing shingles over 1x4 sleepers on storage building	1	1,165.00	1,165.00
23 Floor Coverings	Install new mosaic tile on campground shower stalls (4) and grout	1	2,800.00	2,800.00
23 Floor Coverings	Remove and install new vinyl plank flooring (United weavers Hamilton Chic, Menards) over new pad in marina office rooms	1	4,850.00	4,850.00
	TOTAL			\$52,250.00

Accepted By Accepted Date