## ORDINANCE NO. 2023-16

## AN ORDINANCE TO REPEAL AND RECREATE SECTION 5 FOR DIRECT ANNEXATION OF A PORTION OF THE TOWN OF SHERMAN, SHEBOYGAN COUNTY, WISCONSIN, TO THE VILLAGE OF RANDOM LAKE, SHEBOYGAN COUNTY, WISCONSIN

WHEREAS, a petition for direct unanimous annexation pursuant to the provisions of 66.0217(2). Wis. Stats was approved by the Village of Random Lake on September 18, 2023, for annexation of certain lands located in the Town of Sherman to the Village as are more particularly described in Annexation Exhibit attached hereto; and

WHEREAS, the petition complies with the requirements of 66.0217 (5). Wis. Stats. With respect to the information to be contained therein; and

NOW, THEREFORE, the Village Board of the Village of Random Lake, Sheboygan County, Wisconsin DOES HEREBY ORDAIN AS FOLLOWS:

## SECTION 5: WARD DESIGNATION

The territory described in Section 1 of this Ordinance is hereby designated part of Ward $z 1$ of the Village of Random Lake, Wisconsin. This Ward shall be part of Supervisory District 24, Assembly District 26, Senate District 9, and School District: Random Lake.

SECTION 8: EFFECTIVE DATE
Dated this $13^{\text {th }}$ day of November 2023

> VILLAGE OF RANDOM LAKE

By: Michael San Felippo, President
ATTESTED:

## Stephanie Waala <br> Village Clerk/Treasurer

Date Adopted: $\qquad$
Date Published: $\qquad$
Effective Date: $\qquad$

## ORDINANCE NO. 2023-15

## AN ORDINANCE TO REPEAL AND RECREATE SECTION 38-100 RELATED TO ZONING IN THE MUNICIPAL CODE OF THE VILLAGE OF RANDOM LAKE, SHEBOYGAN COUNTY, WISCONSIN

WHEREAS, the Village of Random Lake adopted the Section 38-100 on October 16, 2023, and

WHEREAS, the Village Board of the Village of Random Lake believes it is in the best interest of the Village to regulate uses of properties; and

NOW, THEREFORE, the Village Board of the Village of Random Lake, Sheboygan County, Wisconsin DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Chapter 38 of the Village of Random Lake Municipal Code entitled "Zoning", Article II entitled "Districts", Division 3 entitled "Commercial", Section 38-100 entitled "C-4 C-PUD Commercial Planned Unit Development District" is hereby created as follows:
(a) Intent. The commercial planned unit development (C-PUD) overlay district regulations are intended to permit flexibility and, consequently, encourage more ereative and imaginative design for commercial development of a site than under conventional zoning regulations while, for commercial development of a site than under conventional zoning regulations while at the same time, preserving the health, safety, order, convenience, prosperity and general welfare of the village. The planned development procedure requires a high degree of cooperation between the developer and the village. The procedure described herein is designed to give the developer general plan approval before completing all detailed design work while providing the village with assurances that the project will retain the overall quality and character of a planned commercial development envisioned at the time of approval.
(b) General provisions. The plan commission may recommend and the village board may, upon the request of the owners, establish planned development overlay districts which will, over a period of time, tend to promote the maximum benefit from coordinated area site planning by permitting the diversified location of structures and mixed dwelling types and compatible uses while encouraging maximum protection and preservation of natural resources and environmentally sensitive areas located within and impacted by such development.
(1) Minimum C-PUD overlay district development area. The plan commission shall be the authority in establishing the required size of an C-PUD overlay district. Conditions to be considered by the plan commission in determining the minimum area required for C-PUD overlay district zoning may include, but are not limited to, the following:
a. Natural features of the land are such that development under standard zoning regulations would not be appropriate in order to conserve such features.
b. The land is adjacent to or across the street from property which has been developed as a C PUD in a similar fashion and is to be developed in relationship to such prior development.
c. The C-PUD process is desirable to ensure compatibility and careful consideration of the effect of a development on surrounding land uses.
d. Detrimental site features affecting the development potential of a site such as heavily used highways, railroad tracks traversing a property, rock outcroppings, adjacent incompatible land uses or others may also justify consideration of an area as a C-PUD in order to give the design flexibility needed to deal with site constraints.
(2) Permitted and accessory uses. Permitted and accessory uses in a C-PUD overlay district shall be the same as those permitted in the underlying existing zoning district in which a C-PUD is located. If a developer desires uses different than those permitted by the existing zoning, the developer shall simultaneously petition for rezoning of the underlying existing zoning to a zoning district which permits the desired uses.
(3) Mixed uses. A mix of different residential commercial uses within a CPUD overlay district may be permitted if the plan commission and the village board determine that the mix of uses is compatible internally and with land uses in the abutting and surrounding neighborhood and necessary to achieve the objectives of the C-PUD Overlay District.
(4) Number of buildings on a lot. The C-PUD overlay district may permit more than one commercial building on a lot.
(5) Density. The C-PUD overlay district may permit the transfer of density (units) from one portion of the subject site to another and will permit the clustering of units in one or more locations within the total site. However, the density of use shall not exceed the density permitted in the underlying existing zoning district.
(6) Setbacks. Front yard setbacks shall comply with that of the underlying zoning district. Side and rear yard setbacks are to be determined by the plan commission after considering site specific areas.
(7) Building requirements. The building regulations of the underlying zoning shall be applicable for all developers.are to be determined by the plan commission after considering site specific areas and surrounding used/building materials.
(8) Temporary uses. Real estate field offices or shelters for materials and equipment being used in the construction of a permanent structure are permitted.
(9) Buffers. The plan commission may require buffers between different and potentially incompatible land uses, buildings and structures. The use and integration of existing, natural features and vegetation as well as the installation of a variety of landscaping features shall be used as buffers and is strongly encouraged. The need for buffers in an C-PUD overlay district shall be determined by the plan commission at the time of site specific plan review.
(10) Open space. The plan commission may require the development area of a C-PUD overlay district to contain up to 20 percent open space as determined by the plan commission on a site-specific basis. When deemed appropriate, the plan commission may also reduce density for open space purposes. For purposes of satisfying this requirement, the term "open space":
a. May include floodplain areas and wetland area in certain instances if permitted by the plan commission.
b. May not include streets, driveways and front yard setback requirements.
c. Shall be established as part of the general development plan and described and identified as to size, location, use, improvements (if any) and maintenance responsibility.

## (c) Application procedure and required information.

(1) Preliminary consultation. An applicant shall meet with the plan commission and appropriate village staff members for a preliminary consultation prior to formally submitting a rezoning C-PUD overlay district petition for a C-PUD overlay district. The purpose of this preliminary consultation is to discuss the proposed request and review the local regulations and policies applicable to the project and discuss the land use implications of the proposal.
(2) Rezoning C-PUD overlay district petition and general development plan. The applicant shall submit a rezoning C-PUD overlay district petition in
accordance with the application procedure described in section 38-506. In addition to the required information noted in section 38-506, a general development plan shall be submitted to the plan commission and the village board for review 15 business days prior to any rezoning C-PUD overlay district hearing. The general development plan and supporting information shall contain and/or address the following:
a. Plot plan of area proposed for development.
b. Proposed location of public utilities, public and private roads, driveways and parking facilities.
c. Size, arrangement and location of all proposed buildings.
d. Location of proposed open space areas, buffer yards and areas reserved or dedicated for public uses.
e. Perspective drawings and sketches illustrating the design and character of proposed structures.
f. Existing topography on-site with contours at no greater than twofoot intervals National Geodetic Vertical elevation.
g. A development phasing plan if development is to be developed in stages or phases.
(3) Public inspection. The general development plan shall be available for public inspection prior to any rezoning C-PUD overlay district hearing on the proposed project.
(4) Public hearing. The plan commission shall hold a public hearing on the rezoning C-PUD overlay district request and, following said public hearing, shall make a recommendation to the village board regarding approval/disapproval.
(5) Rezoning C-PUD overlay district approval/disapproval. The village board shall act on the recommendation of the plan commission regarding the rezoning petition at their next scheduled meeting.
(d) Conditions and restrictions; preliminary plan approval.
(1) The plan commission may recommend, and the village board may adopt, by resolution, conditions and restrictions for C-PUD overlay districts that specify permitted uses and set bulk regulations and density standards for lot coverage and dwelling unit size and distribution and yard setbacks.
(2) Conditions and restrictions adopted to govern development within a specific C-PUD overlay district may include, but not be limited to, nonstandard or nonuniform requirements, regulations and provisions recommended by the plan commission and approved by the village board. Such nonstandard requirements, regulations and provisions shall be designed to ensure proper development and appropriate operation and maintenance of specific developments on specific sites consistent with the intent of these regulations and commitments made by a developer at the time a C-PUD overlay district and general development plan are approved.

## (e) Detailed plans and information.

(1) Submission of plans for final review. After the C-PUD zoning has been granted and the general development plan, together with conditions imposed by either the plan commission or the village board, has been approved, detailed site plans, architectural plans and utility plans shall be submitted to the plan commission for final review prior to the execution of a developer's agreement between the developer and the village board. Other related information required may include, but is not limited to, maintenance standards and plans of operation. The detailed plan and information shall conform substantially to the general development plan as approved.
(2) Required information conforming to final plat specifications. Information to be included in the detailed plan shall conform to the following subsections of division 3, article II of chapter 32 where applicable:
a. General requirements. A final plat prepared by a registered land surveyor shall be required for all developments. It shall comply in all respects with the requirements of Wis. Stats. § 236.20.
b. Additional information. The plat shall show correctly on its face, in addition to the information required by Wis. Stats. § 236.20, the following:

1. Exact length and bearing of the centerline and center and centerline curves of all streets.
2. Exact street width along the right-of-way line of any obliquely intersecting street.
3. Railroad rights-of-way within and abutting the plat.
4. Setbacks or building lines, if required by the plan commission, in accordance with the guidelines set forth in article III of chapter 32.
5. Utility and/or drainage easements.
6. All lands reserved for future public acquisition or reserved for the common use of property owners within the plat.
7. A detailed landscaping plan.
8. Special restrictions required by the village board relating to access control along public ways and delineation of floodland limits.
c. Deed restrictions. The village board may require that deed restrictions imposed by the developer be filed with the final plat.
d. Plat restrictions. The village board may require that plat restrictions intended to reflect village plans and ordinances be placed on the face of the plat.
(f) Review of detailed plan. The plan commission shall review the detailed plan and provide the developer with a list of changes and additional requirements as it deems appropriate. Upon reaching agreement with the developer, the plan commission shall forward its recommendation to the village board.
(g) Architectural review. Building plans shall also be submitted to the arehitecturat review board for their review and approval prior to the issuance of a building permit. The architectural review board and plan commission shall review the building plans and provide the developer with a list of changes and additional requirements as it deems appropriate. Upon reaching agreement with the developer, the plan commission shall forward its recommendation to the village board.
(1) The plan commission has the authority to approve building plans as a package for the entire development, or review on an individual basis if the developer has not finalized future phase building plans.
(h) Commencement of project.
(1) After the village board, upon recommendation of the plan commission, has approved the detailed site plans, construction of private and public amenities may commence in accordance with division 2, article IV of chapter 32.
(2) No building permit for commercial shall be issued until building plans have been approved by the architectural review board and all applicable fees and assessments required in subsection (m) of this section and section

32-15 have been paid and either all public and private construction has been completed and approved or a developer's agreement, including a letter of credit, has been approved by the village board. For staged development, such developers' agreements shall provide for the construction of improvements and the use of common areas outside of the subject stage.

After the village board, upon the recommendation of the plan commission, has approved the plans, the project shall be commenced within one year unless the time is extended in writing by the village board. In the event the project is not so timely commenced, the approval of the village board shall be deemed to be automatically revoked and zoning will revert back to the classification it held prior to rezoning C-PUD overlay district approval.
(i) Recordation. The final plat or condominium declaration shall be recorded with the county register of deeds. Plats shall be recorded only after the certificates of the director of planning function in the state department of development, of the village board, of the surveyor and those certificates required by Wis. Stats. § 236.21, are placed on the face of the plat. The clerk-treasurer shall record the plat or condominium declaration within ten days of its approval by the village board. The developer shall, however, be responsible for payment of the recording fee.
(j) Duplicate plat or condominium declaration and plat to be filed. An identical reproducible copy on stable drafting film at least four mils thick, along with the recording data, shall be placed on file with the director of public works.
(k) Maintenance of project.
(1) Should the owner of a planned development, the condominium owners' association, in the event a condominium is created, fail to properly operate or maintain the premises according to the terms of this section or the developer's agreement, or to the extent that a nuisance is caused to occupants or neighbors, the plan commission may refuse to approve subsequent stages of the development until such time as they determine that the situation or the method of operation has been corrected. Failure to maintain the premises and/or satisfy any and all requirements contained in the approved plans, the C-PUD overlay district ordinance or developer's agreement shall constitute a violation of the city zoning regulations and be subject to the enforcement provisions set forth therein.
(2) Should the owner of a planned development or condominium owners' association fail to adequately perform maintenance functions such as snow and ice removal, weed cutting or trash disposal, the village shall have the right to perform such functions or to contract for their accomplishment at the property owner's expense.
(1) All proposed changes, revisions and additions to any aspect of an approved planned development project shall be submitted to the plan commission for its review. The plan commission shall determine if the change, revision or addition is minor or if it materially affects the intended design of the project and the impact of the project on neighboring uses.
(2) If the change is determined to be minor, the plan commission shall review the request and pass its findings to the village board, which may approve the change without a public hearing. The plan commission's decision on minor changes shall be rendered at a meeting subsequent to the meeting at which the requested change was initially presented to the plan commission.
(3) If the requested change is determined by the plan commission to be substantial because of its effect on the intended design of the project or on neighboring uses, a public hearing shall be held by the plan commission to review and pass its findings to the village board for final approval.
(m) Fees. The developer shall pay to the village all fees and all professional expenditures incurred by the village at the time specified.
(1) General C-PUD plan review fee. The developer shall pay a fee as provided in the village fee schedule for each commercial unit at the time the application is filed.
(2) Detailed C-PUD plan review fee. The developer shall pay a fee as provided in the village fee schedule for each commercial unit at the time the application is filed.
(3) Professional fees. The developer shall reimburse the village for all engineering, planning and legal fees incurred by the village. The village shall bill the developer monthly and payment shall be made within ten days from date of billing.

## SECTION 2: SEVERABILITY

The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

## SECTION 3: EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage and posting or publication as provided by law.

Dated this 13th day of November 2023.

## VILLAGE OF RANDOM LAKE

By:
Michael San Felippo, President
ATTESTED:

Stephanie Waala
Village Clerk/Treasurer

Date Adopted: $\qquad$ Date Published:

Effective Date: $\qquad$


96 Russell Drive • Random Lake, WI 53075 www.randomlakewi.com

## Zoning Change



## Statement of Intent

JB Real Estate Holdings LLC and A3 Builders propose to rezone the property to accommodate a business / hobby condo
development on 4.5 acres. The C-4 C-PUD Overlay District is to accommodate more flexibility in architecture, setbacks,
and offsets from property lines to create a development conducive to the area and provide space for businesses and residents
in the Village of Random Lake.

## Additional Information

Hours of Operation: Varies for business / hobbiest
Number of Employees: 1-3 per business / 0 for hobbiest.
List any anticipated noise, odors, dust, soot, runoff or pollution associated with the conditional use, along with any proposed measures that will be taken to mitigate impacts to neighboring properties: None anticipated.


Describe any materials proposed to be stored outside and any activities, processing, or other operations taking place outside an enclosed building: No materials are proposed to be stored outside and activites, processing and
other operations are not proposed to take place outside of buildings.


Describe any materials proposed to be stored outside and any activities, processing, or other operations taking place outside an enclosed building: No materials are proposed to be stored outside and activites, processing and other operations are not proposed to take place outside of buildings.

Describe anticipated daily traffic, types and weights of vehicles, and any provisions, intersection or road improvements or other measures proposed to accommodate increased traffic: Daily traffic will be minimal: 2-3 trips per day for businesses /
less than 1 trip per day for hobbiest. Typical vehicles will be cars, small box trucks, trucks with utility-hobby trailers, and recreational vehicles. No road improvements are anticipated for County Road RR.

Provide a listing of any hazardous, toxic or explosive materials to be stored on site, and any spill containment, safety or pollution prevention measures: No hazardous waste is proposed to be stored on site. Ancellary items associated with
businesses/hobbies such as batteries, motor oil, etc. will be at the site to support the business operations and hobbiest.

Describe any existing or proposed outdoor lighting along with any measures that will be taken to mitigate light-pollution impacts to neighboring properties: Outdoor lighting is proposed above the entrance door and will be shielded to ensure no
light glare leaves the property.

Describe any existing or proposed signage, including size, location, and materials: No signage is proposed at this time.

Describe the current uses of surrounding properties in the neighborhood: West - tilled land; North - tilled land
East - custom tag and label company (Badger Tag \& Label Corporation); South - tilled land / future business park. $\qquad$
Site Plan Provided: $\quad \mathrm{X}$ yes $\square$ no Application Fee of $\$ 250$ received: $\square$ yes $\square$ no $\quad$ Date: $10 \cdot 20 \cdot 2023$

Received at Village Hall on $\qquad$
Reviewed by the Plan Commission on $\qquad$
Reviewed by the Village Board on $\qquad$
Approved and/or Denied on $\qquad$


## Business at Random Condominium

NEIGHBORS WITHIN 200' OF PROPERTY:

BADGER TAG AND LABEL CORPORATION
PO BOX 306
RANDOM LAKE WI 53075-0306

ERAL LLC
7820 N PHEASANT LN
MILWAUKEE WI 53217-3016

DAN H MONDLOCH
KIM M MONDLOCH
641 LAKE DR
RANDOM LAKE WI 53075-6700

SARA MARTENS
N577 STATE HIGHWAY 57
RANDOM LAKE WI 53075-1333

## BUSINESS AT RANDOM "A CONDOMINUM COMMUNITY FOR WORK \& PLAY"

How do you categorize what Business at Random Condominium is....whether it's for your business expansion or personal use, we see two words that focus on how we live today and provide for others:

## WORK-PLAY

We at A3 Builders propose buildings that offer contractors, hobbyists, RV/boat enthusiasts, lake owners and small business space needed combined with a stake (ownership) in the community. Located just north of the future business park / Eric Von Schledorn, east of Badger Tag and Label, and $1 / 4$ mile from STH 57, the 4.5 acre property provides the location condominium owners desire while providing the Village additional tax base in the community.

A Business at Random Condominium building varies in size from $1,200 \mathrm{sq} . \mathrm{ft}$. up to $5,000 \mathrm{sq} . \mathrm{ft}$. in a commercially zoned area. It will provide enough room and height to accommodate vehicles, RV's, and boats of many sizes. All buildings will be finished off as requested by the purchaser....they will be the OWNER of the building and as such will want to finish off the building similar to how homeowners finish off their new home!

Condominium ownership gives the owner the piece of mind to ensure their equipment, RV/boat, and business operations are not only secure but in a place where ownership and upkeep is expected. Property maintenance and oversight will be included within the condominium association fee. This assures the owners and community that the grass/landscaping will be maintained, the snow will be removed uniformly and the site will operate as a condominium should.

We look forward to presenting our plans to the Plan Commission and Village Board for approval.






Right Elevation


Left Elevation


Top Elevation


Bottom Elevation

| WickBuildings.com |  |
| :--- | :---: |
| Date: | $10-27-2023$ |
| Time: | $8: 01$ PM |
| DO NOT SCALE |  |

Nate $40 \times 50 \times 16$ drawings
40'-0" x 50'-0" x 16'-4" ICH


Bottom Elevation

| WickBuildings.com |  |
| :---: | :---: |
| Date: | $10-27-2023$ |
| Time: | $8: 01$ PM |
|  | DO NOT SCALE |

Nate $40 \times 50 \times 16$ drawings
40'-0" x 50'-0" x 16'-4" ICH


Right Elevation

| WickBuildings.com |  |
| :---: | :---: |
| Date: | 10-27-2023 |
| Time: | 8:01 PM |
|  | DO NOT SCALE |

Top Elevation

| WickBuildings.com |  |
| :--- | :---: |
| Date: | $10-27-2023$ |
| Time: | $8: 01$ PM |
| DO NOT SCALE |  |

Nate 40x50x16 drawings
40'-0" x 50'-0" x 16'-4" ICH


Left Elevation

|  |  |  |  | Customer Signature |
| :---: | :---: | :---: | :---: | :---: |
|  | DROSSEL, MIKE <br> MIKE DROSSEL <br> N7612 Bittersweet Rd <br> Plymouth, WI 53073 | WickBuildings.com | Nate $40 \times 50 \times 16$ drawings40'-0" x 50'-0" x 16'-4" ICH |  |
|  |  | Date: 10-27-2023 |  | Nate Altheimer |
|  |  | Time: $8: 01 \mathrm{PM}$ |  | Random Lake, WI 53075 |
|  |  | DO NOT SCALE |  |  |



Right Elevation


Left Elevation


Top Elevation


Bottom Elevation


Bottom Elevation



Top Elevation















 2. $\qquad$
 Village of Random Lake, Wisconsin

GRADING AND EROSION CONTROL EROSION CONTROL PLAN


## List of all materials and colors to be used on the exterior

$2 \times 6$ spf construction 16 on center.
Treated sill plate with spf top and bottom plates
Insulated overhead door with opener
Steel service door color to match exterior
1x4 lateral purlins
Engineered roof trusses with $2 \times 4$ purlins
Corner bracing with osb for sheer and wind
Color matched steel roof
Color matched steel walls
Color matched wainscot steel
Color matched steel soffit and fascia system
Color samples will be charcoal grey and Smoke Grey.



Paul Crandall \& Associates, Inc.
Roofing \& Sheet Metal Specialists 1645 N. Port Washington Road Grafton, WI 53024
(262) 375-3505 Fax: (262) 375-2887 www.pcaroofing.net


Re: Roof Repair/Replace/Maintenance 690 Wolf Rd
Random Lake, WI

## Repair \& Maintenance Of Roof Assembly

1. We will completely reseal field seams and roof flashings as deemed necessary to ensure and extend the overall life expectancy of the existing roof assembly.
2. Furnish and install target patches on 3 east end drain assemblies on upper roof area (approximately 36 "x 36 ")

The cost for the above-mentioned work would be $\mathbf{\$ 2 , 3 2 0 . 0 0}$.

## Replacement of Roof Assembly West Side Upper Roof Area

 (See enclosed map)1. We will remove and dispose of existing roof membrane along with wet/damaged roof insulation. Total area 30 'x100' -3000 sq ft .
2. Furnish and install $1.5^{\prime \prime}$ polyisocyanurate roof insulation which shall be secured to concrete substrate with a Firestone 2-part insulation adhesive per a Factory Mutual $\mathrm{l}-60$ rating. ( R -Value $\mathrm{R}=9.45$ )
3. Furnish and install a Firestone fully adhered EPDM roof assembly in accordance with manufacturer's specifications.
4. All flashings and terminations shall be performed per Firestone specifications.
5. Remove all job-related debris from premises.

## Approved Firestone Red Shield Contractor since 1993

- A five-year labor warranty is provided by Paul Crandall \& Associates, Inc. against any defects which may occur under normal conditions.
- A twenty-year labor warranty is provided by Firestone Building Products against any manufacturing defects which may occur under normal conditions.

PRICE: \$22,700.00
Thank you for the opportunity to present this information. If you have any questions or need additional information, please do not hesitate to contact me at 414-333-1175.

Sincerely,

Paul Crandall


Dear Village of Random Lake,
In accordance with your request, we have inspected the above-mentioned roof and are pleased to submit our proposal as outlined below:

1. This work will be performed by employees of Noffke Roofing Co., LLC. No subcontractors will be utilized for roofing labor on this project.
2. Property protection and safety: Our team and our customer's safety are very important to us on every type of project, no matter how big or small. We will provide the necessary fall protection and safety equipment along with the necessary objects to help keep the property and landscaping protected during the project as best we can. We will make special arrangements upon the customer's request for personal property concerns.
3. Professional Project Management: Project superintendent and salesman to assure material order and confirm scope of work; Project review pre-construction meetings held; job order processing; quality control inspections, prejob, in-process, and post-job customer support.
4. Proper Insurance: Noffke Roofing will provide proper insurance certificate and affiliates contact information.
5. We at Noffke Roofing, take great pride in our safety, quality, and production. We will provide you with experienced and knowledgeable roofing labor. In correlation with our first-rate workmanship, we prefer to use industry stated, high-quality materials.
6. Noffke Roofing Co., LLC and its staff has on-going OSHA certified training courses and is in full compliance with the local, state, and federal safety standards. Particular attention is paid to the OSHA fall safety standards (sec. 1926.500 subpart M).
7. We may have a crane on site for the removal and lowering of the roofing material.
8. All debris will be cleaned from the roof and premises at the completion of every workday.

## $\|$ NOFFKE ROOFING CO., LLC

10341 N. GRANVILLE ROAD - MEQUON, WI 53097 262-242-5320 FAX 262-242-6354

## GENERAL ANALYSIS

- An approximate $40^{\prime} \times 50^{\prime}$ area of membrane has come unadhered and the insulation is excessively buckling.
- Plans for the future of the building are uncertain at this time. We will be providing an option to perform a partial replacement of the roof along with repairs to the remaining roof area, and an option to replace the roof with a new roof assembly.


## SCOPE OF WORK (40’X 50' PARTIAL REPLACEMENT AND REPAIRS TO THE REMAINING ROOF):


9. We will remove the existing concrete pavers from the roof and dispose of.
10. We will remove the existing rubber membrane and ISO insulation from the roof and premises.
11. We will carefully remove the existing perimeter edge metal flashing and set-aside for re-installation.
12. We will furnish and install one layer of polyisocyanurate insulation board (ISO) to cover the $40^{\prime} \times 50^{\prime}$ roof area.
13. At the roof drains, we will create a $8^{\prime}$ wide sump to help direct the water to the drains.
14. We will furnish and install one layer of $1 / 2^{\prime \prime}$ thick gypsum sheathing to cover the $40^{\prime} \times 50^{\prime}$ roof area. The thickness of the new ISO insulation and gypsum sheathing will match the thickness of the existing roof as close as possible.
15. We will furnish and install 60 -mil, black, EPDM rubber roofing material adhered to the new substrate, to cover the entire roof area. NOTE: Prior to installation, we will allow the membrane to "relax" per manufacturer specifications. This is a recommended practice that will likely add life expectancy to the roof system.
16. We will seam all sheets of rubber using a minimum 4 " overlap. Laps will be folded back and cleaned with splice wash cleaner (both top and bottom surfaces). Once the area has been properly flashed off, we will apply a seam primer resin and let flash off. After the installation of a 4" wide dual-faced FM approved seaming tape, the top lap will be folded over the seam and sealed per manufacturer's specifications. This is a superior seaming process.
17. Where our new rubber roofing material meets the existing rubber, we will clean the existing rubber, apply a seam primer resin, and then install a 4 " wide dual-faced FM approved seaming tape. We will install a 6 " cured cover strip to cover the seams to provide additional protection at the tie off. NOTE: It is crucial to the quality of the repair that the existing rubber literally be scrubbed clean. This is generally not an easy task and a time requiring measure that is needed, but often rushed.
18. We will re-flash the existing drains. We will remove the existing drain ring and seal the new rubber membrane inplace using butyl "water block" sealant. We will then re-install the drain ring.
19. On the parapet walls, we will furnish and install $1 / 4$ " OSB secured to the masonry walls. Rubber material will be extended and adhered up and over the parapet walls. We will then re-install the existing metal coping caps, secured to the wood blocking on top of the walls with pole barn screws with rubber grommets.

20. We will furnish and install uncured rubber flashing to seal off all flashing, etc., and further seal with EPDM rubber sealant. NOTE: As has been our practice for the last 40-years, we will double-flash all outside corners and handflashed penetrations. This will ensure long-term performance in those areas.
21. We will utilize T-joint covers at all 3-way membrane seam intersections, such as field seam to wall flashing transitions, cover strip to pipe boot transitions, and horizontal -vertical seam transitions.
22. We will utilize the manufacturer's pre-formed, cured EPDM pipe boots and collars where applicable, complete with clamps and elastomeric sealant.
23. We will furnish and install the manufacturer's lap sealant at all recommended areas, such as pipe boot flashings, uncured flashings, termination bar, and other applicable detail areas.

## NOFFKE ROOFING CO., LLC

24. We will inspect the existing remaining roof area. We will provide up to (8) additional man-hours to perform maintenance repairs to the remaining roof area. We will clean, prime, then patch any area of concerns with uncured rubber flashings, then further seal with EPDM rubber sealant. This includes encapsulating the existing vent with new rubber where a road sign was installed.


## CLOSING NOTES

25. This work is considered a repair, and Noffke Roofing Co., LLC. does not warranty repairs. We are not responsible for the condition of the existing, adjacent roofing materials. We cannot warranty the tie-off due to water migration from the adjacent roof area. Understand that Noffke Roofing Co., LLC will provide you with experienced workmanship that will provide you with a quality repair. We will not be liable for any consequential or subsequent damage to this building, its contents and inhabitants, or components of this roof structure.

TOTAL COST OF JOB... $\$ 38,910.00$ - A $10 \%$ DOWN PAYMENT IS REQUESTED UPON ACCEPTANCE OF THIS CONTRACT, $40 \%$ DUE UPON START OF JOB, AND BALANCE DUE WITHIN 10 DAYS AFTER THE COMPLETION OF JOB. (This price is valid for 15 days from contract date)
Past Due Accounts to bear interest @ $12 \%$ per annum.
NOTE: The costs of any necessary permits will be added to the final invoice.
*We accept only cash or check for payments*

## OPTIONS FOR YOUR CONSIDERATION:

## 26. Option 1: (NEW FULLY ADHERED ROOF ASSEMBLY)

a. We will remove the existing rubber membrane and ISO insulation from the roof and premises.
b. We will furnish and install two layers of 2" polyisocyanurate insulation, (R-value of 22.8), to cover the entire roof area. Sandwiched between the two layers, we will furnish and install tapered ISO insulation between the drains to help better direct the water to the drains.
c. We will furnish and install one layer of $1 / 2 "$ thick U.S. Gypsum Securock, fiber-reinforced gypsum sheathing to cover the entire roof, over the new ISO insulation. On the 4' perimeter edge of the roof, the Securock will be mechanically fastened with approved fasteners as per manufacturer's specifications.
d. We will furnish and install 60 -mil, black, EPDM rubber roofing material adhered to the new substrate, to cover the entire roof area.
e. We will furnish and install a 26 gauge, galvanized, steel, perimeter edge receiver clip, secured to the wood blocking. The rubber roofing material will be adhered and extended up and over the receiver clip. We will furnish and install a 24 gauge, pre-finished, architectural steel sheet metal perimeter edge flashing (color to be chosen from our standard color selection) to clip onto the receiver. This 2-piece metal flashing system
eliminates membrane penetrating fasteners and the need for caulking. This is a superior perimeter edge detail.

f. This roof system/job will carry a ten (10) year labor and material warranty against leakage under normal conditions of wear, tear and weather from the completion date of the job and payment received in full. This warranty covers repairs or replacement of defective roofing material and workmanship only. We will not be liable for any consequential or subsequent damage to this building, its contents and inhabitants, or components of this roof structure.

NOTE: We will provide a more detailed scope of work for this option if this option is ultimately selected.

The TOTAL COST for this option will be $\$ 120,000.00-\$ 125,000.00$
If you have any questions, please feel free to contact me at 414-374-2265
Thank you for the opportunity to submit this quotation.
Yours truly,
Noffke Roofing Co., LLC
(an eiman
GARRETT O'MARRAH
GO/lm
RANDOM-LAKE-VILLAGE.DOC

Auaust 14. 2023

## Project Name and Location:

Village of Random Lake
690 Wolf Rd
Random Lake, WI 53075

## SCOPE OF WORK: FURNISH AND INSTALL PERMASEAL HOTAIR SEAM WELDED REINFORCED MEMBRANE

* Pre-job project profile has been submitted to Technical Department for approval of roof details.
* Pre-job inspection has been completed with Great Lakes Roofing and owner's representatives.
* Set up required safety equipment at site needed to comply with OSHA construction guidelines (i.e.: approved barricades, safety lines, rubbish chutes, etc.).
* Great Lakes Roofing Corporation's written HAZZICOMM Program and SDS sheets will be on job site at all times.


## Northeast Wisconsin

1605 Drum Corps Drive Menasha, WI 54952 Phone 920.996.9550 Fax 920.968.1843

## Southeast Wisconsin

W194 N11055 Kleinmann Drive Germantown, WI 53022
Phone 262.253.9550
Fax 262.253.3664

## Central Wisconsin

4740 McFarland Court McFarland, WI 53558 Phone 608.838.9900 Fax 608.838.9381

* Safely remove existing roofing system and dispose of debris for full roof replacement. Safely skim existing roofing system and dispose of debris on permanent repair.
* Remove wet roofing and insulation then build up to existing height as needed on a time and material basis on permanent repair.
* Repair possible deck material deterioration on a time and material basis.
* Disconnection and reconnection of HVAC Unit / Conduit is owner's responsibility.
* Furnish and install 2 layers of Polyisocyanurate roofing insulation on full replacement of roof and furnish and install

Polyisocyanurate to build insulation back to existing height on permanent repair. Secure by adhering.

* Furnish and install new reinforced roof membrane and adhere. Membrane is U.L. Class A fire rated.
* Furnish and install corner and boot flashing accessories to ensure quality. Weld to manufacturer's approved details.
* Flash all units, vents, stacks, and penetrations as needed using approved materials.
* Completely seal all units, vents, stacks, and penetrations as needed using approved sealant.
* Flash roof edge according to approved termination detail.
* Clean up project work area and dispose of our debris safely.
* Complete all paperwork as needed for issuance of roof warranty.
* Twenty (20) year manufacturer's membrane warranty.
* Fifteen (15) year Great Lakes Roofing Corporation's Labor Warranty.

Investment Total:
Upper Roof Full Replacement: \$149,500.00
Permanent Repair: \$79,500.00
Submitted by: Greg Rosen
ACCEPTANCE:
The undersigned hereby accepts this Proposal and, intending to be legally bound hereby, agrees that this writing shall be a binding contract and shall constitute the entire contract.

Owner/Customer: $\qquad$
Signed By: $\qquad$
Date: $\qquad$

## Great Lakes Roofing Corporation reserves the right to withdraw this scope of work.

## WE HOLD THESE AWARDS:

WISCONSIN CORPORATE SAFETY AWARD
BETTER BUSINESS BUREAU TORCH AWARD FOR BUSINESS ETHICS AND INTEGRITY
ROOFING CONTRACTOR MAGAZINE'S COMMERCIAL ROOFING CONTRACTOR OF THE YEAR
WISCONSIN CORPORATE CITIZENSHIP AWARD
BOND COTE: TOP QUALITY CONTRACTOR AWARD
FUTURE 50 AWARD
GOVERNOR'S AWARD: 1ST "GOVERNOR'S SAFETY COMMENDATION"
NRCA GOLD CIRCLE AWARD
STEVENS AND BONDCOTE ROOFING SYSTEMS' WISCONSIN CONTRACTOR OF THE YEAR
NATIONAL RECOGNITION FOR:
OUR LADY OF GOOD HOPE CHURCH
ST. ROBERT BELLARMINE CHRUCH
ST. RITA'S CHURCH
Visit us online at: www.greatlakesroofing.net

Thank you for choosing Great Lakes Roofing Corporation (contractor) for your roofing needs. We appreciate the confidence you have placed in us!

## Terms and Conditions

Delivery date, when given, shall be deemed approximate and performance shall be subject to delays caused by weather, fires, acts of God and/or other reasons not under the control of the contractor including the availability of materials. The customer agrees to obtain all necessary permits required for the described work.
Most flat roofs pond water. The contractor cannot and will not, under any circumstances, guarantee that your roof will not pond water. Customer acknowledges that it is often difficult or impossible to determine the extent of repairs before work begins. Owner agrees that if additional or different scope of work is required to complete the project, owner shall pay for the additional and/or different work on a time and materials basis.
Any installation of plumbing, electrical, flooring, decorating or any other construction work that is requested and not specifically set forth herein will be billed \& performed on a time \& material basis. In the event hidden or unknown contingencies arise, all additional work will be performed and billed on a time \& material basis. This includes any items the presence of which cannot be determined until roof work commences.
Any/all stated " $R$ values" are per insulation manufacturers' specifications
We (contractor) agree that we will perform this contract in conformity with customary industry practices. The customer agrees that any claim for adjustment shall not be reason or cause for failure to make payment of the purchase price in full.
Payments are to be made as follows:
$1 / 3$ upon approval $1 / 3$ upon start $\quad 1 / 3$ upon completion
In order for any warranty to be effective, Owner must pay all sums owed to contractor under the agreement, including any work performed outside of scope. Upon completion of the project and payment in full, contractor shall provide owner with a copy of the warranty. EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS OR IN THE WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, COURSE OF DEALING, LAW, USAGE OR TRADE PRACTICE ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY CONTRACTOR.
Indemnification: Customer/Owner shall indemnify, defend and hold harmless contractor, its officers, employees, agents, directors, and representatives, from and against any and all claims, of whatever nature, for injuries or losses, or damages arising out of customer's gross negligence or intentional misconduct of customer's officers, employees, agents, directors, and/or representatives.
Contractor's liability on any claim of any kind for any loss, damage, injury, liability or expense arising out of or in connection with or resulting from this project or from contractor's performance shall in no case exceed the price allocable to the work. WITHOUT LIMITING THE GENERAL APPLICABILITY OF THE FOREGOING, CONTRACTOR SHALL IN NO EVENT HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR SIMILAR DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REPUTATION OR LOSS OF GOODWILL, EVEN IF CONTRACTOR HAS BEEN ADVISED IN ADVANCE OF THE SAME.
Contractor's liability on any claim of any kind for any loss, damage, liability or expense arising out of or in connection with or resulting from this project or from contractor's performance shall in no case exceed the price allocable to the work.
AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR 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 THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, 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. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.
AS REQUIRED BY THE ILLINOIS MECHANICS LIEN ACT, THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING LABOR, SERVICES, MATERIAL, FIXTURES, APPARATUS OR MACHINERY, FORMS OR FORM WORK BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR.
Delays in payment shall be subject to interest rates of $18 \%$ per annum but in no event higher than the interest rate allowed by law. If the contractor is required to engage in the service of a collection agency or attorney, the customer agrees to reimburse contractor for any amounts expended in order to collect the unpaid balance, including without limitation, actual attorney fees and costs.
Any unresolved controversy or claim arising from this contract shall be settled by arbitration, through the WI Better Business Bureau or any other arbitration the contractor chooses. This agreement sets forth the entire agreement between the parties.
To the extent a party must pursue remedies in court for claims that are not covered by the agreement to arbitrate, the parties hereby waive their right to seek a jury. The parties also consent to personal jurisdiction and venue in the circuit court in Washington County, WI This agreement sets forth the entire agreement between the parties. Any and all prior agreements, warranties or verbal representations made are superseded by this agreement.
This agreement shall be governed and interpreted in accordance with the laws of the State of Wisconsin, regardless of conflicts of law provisions.
Failure of contractor to enforce any of these terms or conditions or to exercise any right accruing through the default of owner/customer shall not affect contractor's rights in case such default continues or in case of any subsequent default of owner/customer, and such failure shall not constitute a waiver of other or future defaults by owner/customer.
Owner/customer agrees to the terms as stated above and acknowledges receipt of a copy.

August 23, 2023
Peter Lederer
96 Russell Dr
Random Lake, WI 53075

## Attn: Peter Lederer

## RE: Chemical Room Exhaust Fan

Dear Mr. Lederer:

We offer to furnish all labor, equipment, and material for the scope of the Chemical Room exhaust fan replacement. All pricing is based on the specifications during our site walkthrough.

Our cost is not to exceed: $\mathbf{\$ 5 , 0 3 0 . 0 0}$
Our proposal includes:

- Demo existing exhaust fan and associated ductwork
- Furnish and install new Greenheck exhaust fan and associated ductwork
- New wall mounted exhaust grille
- Testing and balancing

Our proposal does not include:

- Overtime or shift premiums
- Scaffolding if required for safety
- Cutting or patching
- Concrete cutting, coring or patching
- Ceiling removal or replacement
- Roofing work
- Electrical work
- Structural engineering or structural work
- Fire stopping

August 23, 2023
Our standard payment terms are net 30 days. Interest will be charged on past due accounts at $1.5 \%$ per month.

By submission of its bid, Aldag/Honold Mechanical, Inc. reserves the right to negotiate mutually acceptable contract terms, including review of any applicable prime contract provisions, upon award of the work.

Acceptance of any proposal will be based upon receipt of a signed copy of this proposal or a writlert purchase order. Work will not commence prior to receipt of written authorization as stated above.

Projects may be progress billed.
Thank you for the opportunity to submit this proposal. Please contact me with any questions.
Respectfully submitted,

## Bailey Meyer


Bailey Meyer
Aldag/Honold Mechanical, Inc.
Assistant Project Engineer
bailev m@aldaghonold.com

RE: Chemical Room Exhaust Fan

October 23, 2023

Peter Lederer
96 Russell Dr
Random Lake, WI 53075

Attn: Peter Lederer
RE: Main Treatment Room Exhaust Fans

Dear Mr. Lederer:

We offer to furnish all labor, equipment, and material for the scope of the Chemical Room exhaust fan replacement. All pricing is based on the specifications during our site walkthrough.

Our cost is not to exceed: $\mathbf{\$ 1 3 , 3 0 3 . 0 0}$
Our proposal includes:

- Demo existing exhaust fan
- Furnish and install (2) new Greenheck exhaust fans
- Furnish and install gravity backdraft dampers on each exhaust opening
- Testing and balancing

Our proposal does not include:

- Overtime or shift premiums
- Cutting or patching (a general contractor will be required to recut the opening of the second exhaust fan)
- Concrete cutting, coring or patching
- Ceiling removal or replacement
- Roofing work
- Electrical work
- Structural engineering or structural work
- Fire stopping

NEUMANN PLUMBING \& HEATING, INC.
1114 Millersville Avenue
Howards Grove, WI 53083
(920) 565-3345
(920) 565-4181 (fax) www.neumannplumbing.com

## PROPOSAL NUMBER 841

FOR Department of Public Works
96 Russell Drive, P.O. Box 344
Random Lake, WI 53075

PH Peter Lederer 920-980-0598

## HVAC Estimate - RVC Room

For the sum of $\$ 12,400.00$, twelve thousand four hundred dollars, we propose to provide and install the following:

- Removal and disposal of existing exhaust fan.
- 2-Greenheck CUE-180-VG, 3000cfm, 230volt, single phase exhaust fans and dampers located in existing openings.
- Excludes line voltage wiring.
- Excludes local permit.
- Above price includes all labor and material needed to complete installation.


## HVAC Estimate - Chlorine Gas Room

For the sum of $\$ 9,800.00$, nine thousand eight hundred dollars, we propose to provide and install the following:

- Removal and disposal of existing exhaust fan, intake damper and rusted through ductwork.
- 1-Greenheck G-140HP-VG, 500 cfm , 230 volt, single phase exhaust fan, damper and curb adaptor located on roof in same area as present unit.
- All necessary new insulated exhaust ductwork.
- 1-16 x 16 gravity damper for intake ductwork.
- Above price based on reusing existing intake hood.
- Excludes line voltage wiring and controls.
- Excludes local permit.
- Above price includes all labor and material needed to complete installation.

Thank You, Rick Eggebeen

Terms of Proposal: Pricing is valid for 28 days. Payment terms are Net 30. A signed proposal received within 30 days will guarantee pricing for 60 days from date of this proposal. Progress payments, if requested, must be paid within these terms or work may be stopped. All signed Change Orders (signed by either the contractor or owner) referencing this proposal shall become a part of the contract made by the acceptance below.
NEUMANN PLB. \& HTG. INC., SHALL HAVE THE RIGHT TO WITHDRAW THIS PROPOSAL AT ANY TIME PRIOR TO ACCEPTANCE. IT SHALL ALSO HAVE THE RIGHT TO CANCEL THE REMAINDER OF THIS CONTRACT UPON BUYER'S DEFAULT IN PAYMENT. A PAST DUE ACCOUNT SHALL HAVE A CARR YING CHARGE OF 1.5 PERCENT PER MONTH ( $18 \%$ PER ANNUM), ON THE DECLINING UNPAID BALANCE UNTIL PAID IN FULL. ANY COLLECTION EXPENSES SHALL BE PAID BY THE DEBTOR. THIS CONTRACT MAY BECOME VOID IF NOT COMPLETED WITHIN SIX MONTHS.
Acceptance I/we accept the above offer
\& accept the terms set forth herein.
PH EASG SIGN\& WETURN ONE COPV

