



**CITY OF NEW BERLIN
COMMITTEE OF THE WHOLE MEETING**

Tuesday, April 12, 2022

6:00 PM

Zoom Meeting

<https://us02web.zoom.us/j/86861722444>

This Committee has satisfied the requirements as directed by the Common Council on June 22, 2021 and Ordinance No. 2651 to hold this meeting via electronic means. The full text of this ordinance and the minutes from the above mentioned meeting can be viewed at www.newberlin.org

Any comments that the public wishes to make may be communicated to the city via email at citizencomments@newberlin.org and will be forwarded to the Mayor and City Council. Interested parties may also participate by:

- Downloading the ZOOM app located at <https://zoom.us/> and utilize this unique ID to join: 868 6172 2444
- Following this direct link to the meeting: <https://us02web.zoom.us/j/86861722444>
- Find your local number: <https://us02web.zoom.us/u/kqfQiROHh>

AGENDA

CALL MEETING TO ORDER

ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

APPROVAL OF MINUTES

March 29, 2022 Committee of the Whole Meeting Minutes

March 8, 2022 Committee of the Whole Minutes

UTILITIES & FINANCE

Approval of April 13, 2022 Water Utility claims in the amount of \$176,364.73, Sewer Utility claims in the amount of \$909,923.47 and General City claims in the amount of \$868,562.62.

Tax overpayment checks totaling \$94,712.37 & \$6,378.77 were also generated.

US Bank VISA EFT of \$21,015.78.

WE Energies EFT of \$73,284.26

LICENSES & PERMITS

Operator (Bartender) license applications for the licensing period ending June 30, 2023 per the list as presented.

MISCELLANEOUS

Requested Action Statement for approval of public bids for the New Berlin Activity and Recreation Center

Discussion and possible action regarding Opening a Special Administration Action in Waukesha County Circuit Court relative to the Estate of Chris Glynn (D/O/D: 9/25/21) in order that the City may pursue various property maintenance issues that exist on the property located at 15901 Santa Rosa.

Recommend Council approval of contractual documents between the City of New Berlin and Adorama Camera, Inc. to purchase two Autel Evo II drone bundles with accessories. The purchase would include two 36 month extended warranties to cover maintenance and protection of two Autel Evo II drones.

Recommend to Common Council a public hearing be set for June 6, 2022 at 6:00 PM before the Plan Commission to amend the City's Comprehensive Plan Chapt. 19 and Chapt. 10 for Tax Key #: 1268-993 from Single Family Residential to Institutional.

Recommend to the Common Council that a joint public hearing be set for June 6, 2022 at 6:00 PM before the Plan Commission to rezone approximately 3.5278 acres of the southeast portion of the property located at Tax Key #: 1268-993 from R-1/R-2 to I-1/PUD.

Recommend that the Common Council approve Resolution 22-5, A Resolution amending the 2022 capital projects budget in the amount of \$75,000 for the repair of the Carriage Barn foundation

Discussion and possible action to approve Resolution 22-6, a Resolution to declare an emergency eliminating the necessity of public bidding for the performance of repairs on the foundation of The Carriage Barn and to proceed with the execution of a contract with Beeler Construction, Inc. to perform said repairs.

DEFERRED, REFERRED & TABLED ITEMS

ADJOURN

PLEASE NOTE:

- ✓ It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that members of and possible a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.
- ✓ Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact City Clerk Georgia Stanford (262) 786-8610.



NEW OPERATOR (BARTENDER) LICENSE APPLICANTS

Council Meeting Date: April 12, 2022

The below individuals hereby make application to the Common Council of the City of New Berlin for an Operator's (Bartender) License to serve fermented malt beverages and intoxicating liquors subject to Wisconsin Statutes and City of New Berlin Ordinances for the period ending June 30, 2023.

Page: 1

Applicant's Name		Invited	Place of Employment as Operator	Applying for License
1.	Bryan Jenkins		Ridge Cinema	Operator's 2 Year
2.	Robert E. Price		Buffalo Wild Wings	Operator's 2 Year
3.	Courtnei L. Rutzinski		Buffalo Wild Wings	Operator's 2 Year
4.	Savannah A. Segerson		Buffalo Wild Wings	Operator's 2 Year
5.	James E. Smith		Bobbleheads	Operator's 2 Year
6.	Courtney Stephenson		Kwik Trip #971	Operator's 2 Year



REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament

FROM: Gregory Kessler, AICP – Director of Community Development *AGK*

RE: Requested Action Statement for approval of public bids for the New Berlin Activity and Recreation Center.

DATE: April 7, 2022

REQUESTED ACTION:

- 1) The approval of public base bid from the lowest responsive, responsible bidder for precast concrete for Phase 2 of the New Berlin Activity and Recreation Center from Stonecast Products in the amount of \$1,178,665.00
- 2) The approval of public base bid from the lowest responsive, responsible bidder for structural steel for Phase 2 of the New Berlin Activity and Recreation Center from Cardinal Fabricating Corporation in the amount of \$1,840,000.00.
- 3) The approval of a contract between the City of New Berlin and Moore Construction for the construction management for the New Berlin Activity and Recreation Center subject to review and approval by the City Attorney.

FISCAL IMPACT: The funds to be used are from CIP account 04252900-61130-C2022 Activity and Recreation Center. The total for these two bids is \$3,018,665.

The City received a total of three bids (Bid Forms attached) – one for the precast concrete and two for the structural steel. The aforementioned contractors were the lowest responsive and responsible bidders.

While these bid costs were higher than initially anticipated, due to supply chain issues and global circumstances, we are still within budget even though pricing for these items is volatile and changes almost daily.

Moore construction will require construction management fee based on the contract total. This will be paid through the overall project budget of \$11,470,000. All contracts are to be reviewed and approved by the City Attorney following approval of this RAS by the Common Council.

SOURCE OF FUNDS: Account #: 04252900-61130-C2022 – Recreation Center

RATIONALE/BACKGROUND: The Common Council had approved moving forward with the conceptual master planning of both the building and site in March of 2020. Since that time, work has been completed on preparing a site plan, interior layouts, utility routing and architecture for Phase I of the project. Phase I would remodel the existing former Walmart space and transform it into the new home for the City's recreation programming while also providing a space for other community programs and room rentals.

The City officially closed on the property purchase on August 12, 2020. The City's purchase included approximately 25,000 square feet of vacant building, 45% of the entire former Walmart site area (only area of the site that was suitable for a building expansion), 52% of the entire parking lot, and 100% of the National Avenue & Wall Street frontages. The new address for the Activity and Recreation Center is 15321 W. National Avenue after the parcel was divided in two. Phase 1 will remodel the existing space, while Phase 2 would be a building expansion to the north for basketball/volleyball courts, an elevated running track and cardio workout space.

Phase 1 will be completed in May with the ribbon cutting currently scheduled for Saturday, June 4th. The precast concrete and structural steel, which were the subjects of this public bidding, are for the superstructure itself. Footings and foundation may be constructed later in 2022 with the vertical structure being started sometime in early spring of 2023. Additional public bidding will be required for Phase 2 but completion of this phase is still anticipated to be late 2023. The Common Council approved the declaration of official intent for Phase 2 on January 11, 2022.

BID FORM

**City of New Berlin Recreational Center Phase II
New Berlin, WI**

Contract No. 1 - Precast
(Fill in Contract Number and Description)

**Note: If bidding on multiple Contracts, use one bid form and envelope per Contract Bid. A separate Bid Bond is needed for each Contract Bid.
If bidding multiple contracts as a "Combined Bid", note all contract numbers included in the "Combined Bid".**

Addendum(s) Acknowledged: 1 through 1.

A. Base Bid Amount: State the amount to provide all labor and materials to furnish and install the work described herein, exclusive of sales tax per State law. The lump sum cost below included any allowances, materials and equipment provided by the bidders.

Base Bid Amount: One Million One Hundred Seventy Eight Thousand Six Hundred Sixty Five Dollars
(Amount in Words)

(Repeat in Figures) \$ \$1,178,665.00

Alternate Bids

State the addition or deduction from the base bid for each of the following alternative. Where applicable, circle "Add" or "Deduct". Failure to do so may be a cause to reject the bid. If the alternate is not applicable or has no cost impact to the contract quoted, enter "Zero." Any alternate left blank will be treated as a Zero Cost change.

ALTERNATES

Alternate No. 01.

1. Provide a Performance Bond

Add Ten Thousand Dollars
(Amount in Words)

(Repeat in Figures) \$ \$10,000

UNIT PRICES

Please provide the material price per ton that is factored into your bid for the following items:

Joist & Deck:	<u>N/A</u>	Price/Ton
Wide Flange:	<u>N/A</u>	Price/Ton
HHS:	<u>N/A</u>	Price/Ton

Plate: N/A Price/Ton

Misc (L's, Flat Bar, Channel, Etc.):

N/A Price/Ton

This bid is submitted by

Stonecast Products

(Bidder)

of N112 W14343 Mequon Rd. Germantown, WI 53022
Street City State Zip

a Sole Proprietor
(Sole Proprietor, Partnership or Corporation)

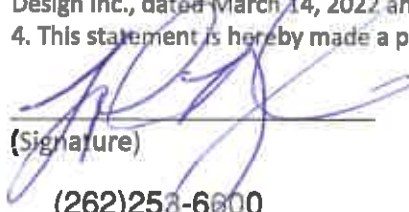
at Germantown Wisconsin. This 6th day of April, 2022
~~2019~~

Incorporated under laws of what state?

Wisconsin

Statement of Bidder

1. That I have examined and carefully prepared this bid from the Drawings, Project Manual and other Contract documents and have checked the same in detailed before submitting this proposal.
2. That I am financially able and have under my jurisdiction, the organization and the personnel to complete the work as shown and specified in strict accordance with the terms of the Contract Documents.
3. This bid is based upon, and conforms to all requirements shown on the bid documents prepared by Perspective Design Inc., dated March 14, 2022 and all addenda acknowledged herein.
4. This statement is hereby made a part of the foregoing bid.


(Signature)

(262)253-6800
(Telephone)

Joseph Dudzek
(Contact Person)

Senior Estimator

(Title)

jdudzek@stonecastproducts.com
(Email)

BID FORM

**City of New Berlin Recreational Center Phase II
New Berlin, WI**

Contract No. 2 Structural Steel (05 12 00: 05 21 00 & 05 31 00)
(Fill in Contract Number and Description)

Note: If bidding on multiple Contracts, use one bid form and envelope per Contract Bid. A separate Bid Bond is needed for each Contract Bid.

If bidding multiple contracts as a "Combined Bid", note all contract numbers included in the "Combined Bid".

Addendum(s) Acknowledged: 1 through 1

A. Base Bid Amount: State the amount to provide all labor and materials to furnish and install the work described herein, exclusive of sales tax per State law. The lump sum cost below included any allowances, materials and equipment provided by the bidders.

Base Bid Amount: One Million Eight Hundred Forty Thousand Dollars no/100 Dollars
(Amount in Words)

(Repeat in Figures) \$ 1,840,000.00

Alternate Bids

State the addition or deduction from the base bid for each of the following alternative. Where applicable, circle "Add" or "Deduct". Failure to do so may be a cause to reject the bid. If the alternate is not applicable or has no cost impact to the contract quoted, enter "Zero." Any alternate left blank will be treated as a Zero Cost change.

ALTERNATES

Alternate No. 01.

1. Provide a Performance Bond

Add Eighteen Thousand Four Hundred and no/100 Dollars
(Amount in Words)

(Repeat in Figures) \$ 18,400.00

UNIT PRICES

Please provide the material price per ton that is factored into your bid for the following items:

Jolst & Deck:	<u>\$6,166.00</u>	Price/Ton
Wide Flange:	<u>\$1,700.00</u>	Price/Ton
HHS:	<u>\$2,600.00</u>	Price/Ton

Plate: \$2,200.00 Price/Ton

Misc (L's, Flat Bar, Channel, Etc.:

\$2,300.00 Price/Ton

This bid is submitted by

Cardinal Fabricating Corporation

(Bidder)

of 2021 S. Lenox Street Milwaukee, Wisconsin 53207
Street City State Zip

a Corporation
(~~Sole Proprietor, Partnership or~~ Corporation)

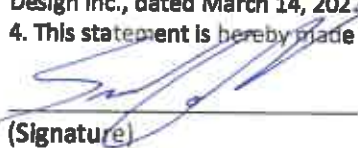
at Milwaukee, Wisconsin. This 6th day of April, 2022

Incorporated under laws of what state?

Wisconsin

Statement of Bidder

1. That I have examined and carefully prepared this bid from the Drawings, Project Manual and other Contract documents and have checked the same in detailed before submitting this proposal.
2. That I am financially able and have under my jurisdiction, the organization and the personnel to complete the work as shown and specified in strict accordance with the terms of the Contract Documents.
3. This bid is based upon, and conforms to all requirements shown on the bid documents prepared by Perspective Design Inc., dated March 14, 2022 and all addenda acknowledged herein.
4. This statement is hereby made a part of the foregoing bid.


(Signature)

Vice-President

(Title)

414-744-9700

(Telephone)

simon@cardinalfab.com

(Email)

SIMON GALL

(Contact Person)



REQUESTED ACTION STATEMENT

April 4, 2022

TO: Mayor Ament
Common Council

FROM: Sergeant Brad Polczynski, Police Department

ISSUE:

Recommend Council approval of contractual documents between the City of New Berlin and Adorama Camera, Inc. to purchase two Autel Evo II drone bundles with accessories. The purchase would include two 36 month extended warranties to cover maintenance and protection of two Autel Evo II drones. The decision to purchase the extended warranties is the issue at hand.

REQUESTED:

Recommend Council approval of contractual documents between the City of New Berlin and Adorama Camera, Inc. to purchase two Autel Evo II drone bundles with accessories. The purchase would include two 36 month extended warranties to cover maintenance and protection of two Autel Evo II drones.

FISCAL IMPACT:

The decision to purchase two Autel Evo II drone bundles was previously approved and funds (\$17,153.00) have been allocated. Each drone bundle includes a 12 month manufacturer's warranty, which covers mechanical breakdown and defects. This request is to purchase additional 36 month warranties for each drone bundle, which would supplement the manufacturer's warranty and provide protection against accidental damage and mishandling. The cost of each 36 month warranty is \$999.99, or a total of \$1999.98 to cover both drone bundles. If the drone bundles are purchased with the extended warranties, the total cost would be \$19,152.98.

RATIONALE:

The following agreements require approval to finalize the purchase of 36 month extended warranties through Adorama Camera, Inc. To be noted, although the warranties are purchased through Adorama Camera, Inc., the warranty provider is a company called Extend.

- Supplemental Warranty Agreement – Adorama
- Updated Quote#2143920 3YR WARRANTY

These two documents were reviewed by City Attorney Mark Blum.

Respectfully Submitted,

Sergeant Brad Polczynski

Extend

Service Agreement

Terms and Conditions



Welcome.



We're so glad you're here. We'd love to give you a tour of your protection plan.

This document will cover:

1. Plan Introduction
2. Your Responsibilities
3. How to File a Claim
4. Definitions
5. Eligibility
6. What is Covered
7. What is Not Covered
8. Service Procedures and Limit of Liability
9. Monthly Plans
10. Cancellation
11. Conditions
12. Legal Disclosures
13. State Requirements and Disclosures



1. Plan Introduction

- 1.1. Welcome to Your Extend Protection Plan. This document outlines all the details of Your Plan, such as coverage information, instructions on how to file a claim, cancellation policies, and lots more. Please reach out to Extend at support@extend.com or (877) 248-7707 should you have any questions.



Hey there! I'm Kaley and I'll be giving you a rundown of each section in this document.

2. Your Responsibilities

- 2.1. Please read these Terms and Conditions carefully so that You fully understand Your coverage under this Plan. There are some limits, conditions, obligations, and exclusions designed to keep this Plan affordable for You and manageable for Us.
- 2.2. This Plan does not replace Your manufacturer warranty, maintenance plan, or insurance policy You may have for the Covered Product. This is not a contract of insurance.
- 2.3. You must maintain the Covered Product as recommended by the manufacturer's owner's manual or any product warranty. 
- 2.4. You must keep this Plan, and Your Purchase Confirmation as you may be required to produce them to obtain service. Refer to Your Purchase Confirmation to determine the Term, Coverage Type, and Service Type of this Plan, and if there is a deductible required to obtain service.

You have a role too! This is important because it may affect your ability to file a claim.

3. How to File a Claim

- 3.1. Please contact the Administrator and You will be advised on how to obtain service or a replacement. To do so, go online at <https://customers.extend.com/claims> or call the toll-free number at (877) 248-7707 between 9:00 AM and 5:00 PM CST.
- 3.2. Do not return the Covered Product to the Selling Retailer or obtain unauthorized service without instruction from the Administrator.

We're here to protect the products you love, so if yours stops working or if you need help, there are easy ways to reach out to us!

4. Definitions

- 4.1. **Administrator:** Extend, Inc., 2701 Sunset Ridge Dr #602, Rockwall, TX 75032, (877) 248-7707.
- 4.2. **Obligor:** In all states except Florida, Oklahoma, and Washington, and including the District of Columbia, the Obligor of this Plan is Extend Warranty Services Corporation 2701 Sunset Ridge Dr #602, Rockwall, TX 75032, (877) 248-7707. In Florida, Oklahoma, and Washington, the Obligor of this Plan is Extend Protection Corporation 2701 Sunset Ridge Dr #602, Rockwall, TX 75032, (877) 248-7707.
- 4.3. **Extend, Our, Us, or We:** the Obligor obligated to perform under this Plan, who may also be a Seller of the Plan.
- 4.4. **Selling Retailer:** the entity selling the Covered Product(s) and this Plan as defined on Your Purchase Confirmation.

Let's get familiar with the language. You'll see these expressions commonly used throughout this document, which we've defined for you here.



- 4.5. **You, Your, or Purchaser:** the purchaser of the Covered Product(s) and this Plan, and any authorized transferee/assignee of the purchaser.
- 4.6. **Purchase Confirmation:** Your sales invoice or, receipt or purchase confirmation email from Extend for the purchase of this Plan.
- 4.7. **Plan:** this plan or service contract between You and Us.
- 4.8. **Covered Product:** the product(s) covered by this Plan and defined on Your Purchase Confirmation.
- 4.9. **Plan Price:** the price You paid for this Plan.
- 4.10. **Coverage Term:** the period that Your Covered Product is covered under this Plan and defined on Your Purchase Confirmation, or when our obligation under this Plan ends according to the terms of this document.
- 4.11. **Coverage Type:** the level of coverage You purchased and defined on Your Purchase Confirmation. Enhanced coverages such as ADH are described in **Section 6.2**.
- 4.12. **Service Type:** determines how We will handle approved claims of the Covered Product and defined on Your Purchase Confirmation. **See Section 8** for more details.
- 4.13. **Accidental Damage from Handling (ADH):** a single, unexpected, sudden, and unintentional event and does not include accumulated damage from continual or multiple events. **See Section 6.2.1.** for more details.
- 4.14. **Deductible:** the applicable deductible, if any, for claims. Any Deductibles will be defined on Your Purchase Confirmation.

5. Eligibility

The following products are eligible for coverage:

- 5.1. **Auto and Motorcycle Parts,** including but not limited to truck covers, and only components and auto parts included in the following categories: air, fuel, emission, exhaust, cooling and heating, electronics and navigation, suspension, tools, and equipment.
- 5.2. **Auto Batteries,** including but not limited to auto batteries, marine vehicle batteries, and powersport batteries.
- 5.3. **Electronics,** including but not limited to televisions, cell phones, tablets, laptops, notebooks, computers, computer peripherals, audio equipment, portable audio, wearable technology, surveillance systems, global positioning satellites (GPS), video game consoles, film and digital cameras, digital picture frames, drones, DVD, VCR, and BLU-RAY players, home theater systems, printers, projectors, telephones, video cameras.
- 5.4. **Fitness Equipment,** including but not limited to climbers, steppers, exercise bikes, ellipticals, lifecycles, rowing machines, treadmills, home gym equipment.
- 5.5. **Jewelry,** including but not limited to rings, necklaces, earrings, bracelets, watches.
- 5.6. **Luggage and Accessories,** including but not limited to luggage, handbags, backpacks.
- 5.7. **Major Appliances,** including but not limited to refrigerators, built in microwaves, dishwashers, clothes dryers and washers, hot water heaters, ranges, stoves, ovens, cooktops, freezers.
- 5.8. **Musical Instruments,** including but not limited to electrical instruments, string instruments, woodwinds, percussion instruments, pianos, bagpipes, musical equipment, DJ equipment.
- 5.9. **Outdoor and Sporting Goods,** including but not limited to golf clubs, bicycles, skis, snowboards, basketball goals, goggles, helmets, volleyball nets and connecting poles, pool tables, ping-pong tables, hockey goals, and soccer goals, pitching nets,



We protect a lot of products! To make things easy, we've provided a condensed list of common categories that we cover.

Even if you don't see your product listed here, know that we've still got your back!



batting nets, scooters, skateboards, fishing poles, lacrosse goals, tents, sleeping bags, jackets, and outerwear.

- 5.10. **Office Equipment**, including but not limited to printers, all-in-one printers, scanners, copy machines, fax machines, fax/scanner/copier combos, shredders, desk phones, typewriters, word processors.
- 5.11. **Power Tools**, including but not limited to drills, saws, sanders, impact drivers, nail guns, lawnmowers, snowblowers, tractors, power generators, pressure washers, edgers or weed eaters, chainsaws, leaf blowers, hedge trimmers, and metal detectors.
- 5.12. **Small Appliances and Home Goods**, including but not limited to kitchen electronics, toasters, kettles, blenders, food processors, vacuums, carpet cleaners, personal care and beauty devices, ceiling fans, lighting fixtures, artificial Christmas trees.
- 5.13. **Eyewear**, including but not limited to single vision lens and frames, bifocal and trifocal lens and frames, progressive lens and frames, regular sunglasses, and prescription sunglasses.

6. What is Covered

- 6.1. **STANDARD PLANS** cover mechanical or electrical failure experienced during normal wear and tear during the Coverage Term. Actual service coverage for mechanical or electrical failure under the Plan begins upon the start of the Coverage Term, which is at the expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and labor warranty. Mechanical or electrical failure that is a direct result of a power surge is covered from Purchase Date through the end of the Coverage Term. The Covered Product must fail during normal usage. This Plan does not replace Your manufacturer warranty, maintenance plan, or insurance policy You may have for the Covered Product.

- 6.2. **ENHANCED COVERAGE**

- 6.2.1. **Accidental Damage from Handling ("ADH"):** If You purchased a Plan that includes ADH Coverage, Your Covered Product is protected against ADH from the Purchase Date through the end of the Coverage Term.  **ADH only covers operational or mechanical failure caused by ADH and does not include protection against theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Product, cosmetic damage and/or other damage that does not affect the unit functionality, damage caused during shipment between You and Our service providers and any other limitations listed in the "What is Not Covered" section of this Plan.** The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. Failure to provide this information may result in claim denial. ADH coverage is limited to one (1) repair or replacement during the term of this Plan.
 - 6.2.2. **Battery Coverage:** If You Purchased a Plan that includes battery coverage for rechargeable batteries, Your Plan will include up to one (1) battery repair or replacement during the Coverage Term of the Plan. We may require You to return Your original defective battery to Us to receive a replacement battery. Battery coverage is only available for Covered Products that are new, or manufacturer certified refurbished products.
 - 6.2.3. **Commercial:** For products used in a Commercial setting/environment (i.e. for use other than in a residential single-family setting), a Commercial Plan is required. If purchased, this Plan will furnish replacement parts and/or labor necessary to maintain Your Covered Product that is used in a Commercial



Understanding what you're covered for starts with finding what plan you have. In this section, we go over the difference between a standard versus enhanced coverage (ADH).

While both plans cover electrical and mechanical failures, enhanced plans provide even more protection including accident or battery damage.



setting in those cases where the manufacturer's original warranty is null and void.  Selected products are manufactured specifically for commercial use and include a manufacturer's warranty. For those products, actual service coverage under the Plan begins upon expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service, or shipping costs covered by that warranty are the sole responsibility of the manufacturer.

6.2.4. **Used Products:** For used or pre-owned products, a Used Product Plan is required. For those products, actual service coverage under the Plan begins upon expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and labor warranty, or thirty (30) days. Mechanical or electrical failure that is a direct result of a power surge or ADH is covered from the Purchase Date through the end of the Coverage Term. **Failures caused by pre-existing conditions are not covered under this Plan.**



Here, we've called out some issues that are unique to product categories.

Remember that you're always covered for electrical and mechanical failures. If you don't see what you're looking for or have any questions, reach out to us at (877) 248-7707!

6.3. CATEGORY SPECIFIC COVERAGE

6.3.1. For Electronics

STANDARD PLANS also cover:

- (a) costs related to the removal and reinstallation of Covered Products under this Plan, when required. You are responsible to backup all software and data prior to commencement of repair or replacement.
- ADH COVERAGE, if defined on Your Purchase Confirmation, includes
- (a) mechanical breakdown, electrical breakdown and cracked screens caused by accidents such as drops or spills.

6.3.2. For Fitness Equipment,

STANDARD PLANS also cover:

- (a) the repair or replacement of functional factory installed belts including treadmill walking belts and rollers.

6.3.3. For Jewelry,

STANDARD PLANS also cover:

- (a) defects in manufacturer's workmanship and/or materials,
- (b) broken, bent, or worn prongs, clasps, and hinges,
- (c) covers knotted or broken links in necklaces and bracelets,
- (d) covers broken or lost pins and earring posts,
- (e) restringing of stretched pearl necklaces, and
- (f) re-shanking.

ADH COVERAGE, if defined on Your Purchase Confirmation, include:

- (a) ring sizing as result of weight change,
- (b) refinishing and polishing,
- (c) rhodium plating white gold,
- (d) earring repair,
- (e) chain soldering,
- (f) resetting diamonds and gemstones,
- (g) repair of chipped or cracked stones (including center stones),
- (h) replacement for loss of diamond or gemstone center stones or side/enhancement stones up to a maximum of the original stone size and quality, due to a defect in the setting or ADH.

6.3.4. For Luggage, Handbags, and Bags,

ADH COVERAGE, if defined on Your Purchase Confirmation, include:

- (a) accidental rips, tears and snags, broken zippers, broken wheels and handles, delamination, and seam separation.

6.3.5. For Major Appliances,



STANDARD PLANS also cover:

- (a) food spoilage resulting from a reported breakdown of your refrigerator or freezer up to \$250.00 per incident. Documented proof of loss will be required.

6.3.6. For Musical Instruments,

STANDARD PLANS also cover:

- (a) volume pedals, internal power supply, power meters and switches, LED and LCD displays, and pickups, mechanisms and electrical parts connected to slider, pots, faders, jacks, and knobs; wooden cracks (excluding finishes) in guitars and drums that affect playability or sound, and defects to the headstock, neck or body of guitars caused by defects in workmanship and/or materials.

6.3.7. For Power Tools,

STANDARD PLANS also cover:

- (a) the cost of all labor and parts necessary to repair the Covered Product for problems due to functional part failures.

ADH COVERAGE, if defined on Your Purchase Confirmation, include:

- (a) mechanical and electrical breakdown caused by accidents such as drops or spills.

6.3.8. For Outdoor and Sporting Goods,

ADH COVERAGE, if defined on Your Purchase Confirmation, include:

- (a) snapped or bent golf club shafts and detached golf club heads,
- (b) snapped fishing rod poles,
- (c) cracked goggle frames or lenses,
- (d) rips and tears to nets and broken poles on goals,
- (e) rips and tears to the inner tent, outer tent, rain fly, broken zippers, and broken or bent tent poles,
- (f) rips, tears, and broken zippers on jackets and outerwear.

6.3.9. For Eyewear,

STANDARD PLANS also cover:

- (a) breakage due to faulty workmanship or material fragility,
- (b) delamination and/or peeling of sunglass lens coating, bubbles, or imperfections in lens coating,
- (c) scratches to lenses that are scratch resistant, and the scratches are in line of vision, affecting visual acuity or cosmetically unacceptable.

ADH COVERAGE, if defined on Your Purchase Confirmation, include:

- (a) mechanical and operational failure, including cracked frames and lenses, caused by unintentional accidents occurring during normal and intended use of the Covered Product.

6.3.10. For Watches,

STANDARD PLANS also cover:

- (a) defects in manufacturer's workmanship and/or materials,
- (b) replacement for loss of stones from bezel up to a maximum of .10 carat, and
- (c) battery replacement.

ADH COVERAGE, if defined on Your Purchase Confirmation, include:

- (a) accidental breakage of stem or band, case and crystal,
- (b) liquid damage experienced within the watches specified water resistance allowances. Water damage must be reported within thirty (30) days of occurrence.
- (c) scrapes to the crystal that impede the user's ability to tell time.



7. What is Not Covered

- 7.1. ALL PLANS:** The following is not Covered by Your Plan, unless specifically provided in the “What is Covered” section:
- 7.1.1. products not originally covered by a manufacturer’s warranty or retailer guarantee unless the product is certified used or refurbished,
 - 7.1.2. products with less than an original thirty (30) days manufacturer’s parts and labor limited warranty unless a designated used or refurbished Plan was purchased,
 - 7.1.3. product repairs that should be covered by the manufacturer’s warranty or are a result of a recall, regardless of the manufacturer’s ability to pay for such repairs,
 - 7.1.4. cleaning, periodic checkups, or preventive maintenance,
 - 7.1.5. all pre-existing conditions that occur prior to the Coverage Term and that cause the mechanical or electrical failure of the Covered Product and/or any product sold used if a Used Product Plan is not purchased, or “AS-IS”, including but not limited to floor models, demonstrations models, etc.,
 - 7.1.6. parts requiring replacement or repairs due to normal wear and tear unless tied to a breakdown, and items normally designed to be periodically replaced by You during the life of the product, including but not limited to batteries, light bulbs, etc.,
 - 7.1.7. damage from abnormal use, abuse, misuse, mishandling, neglect, introduction of foreign objects into the Covered Product, unauthorized modifications, or alterations to a Covered Product,
 - 7.1.8. failure caused by your lack of following the manufacturer’s instructions for operation and care of the Covered Product,
 - 7.1.9. external causes of any kind, including third party actions, fire, theft, insects, animals, exposure to weather, windstorm, sand, dirt, hail, earthquake, flood, water, acts of God or consequential loss of any nature,
 - 7.1.10. loss or damage caused by invasion, rebellion, riot, strike, labor disturbance, lockout, or civil commotion,
 - 7.1.11. incidental, consequential, or secondary damages or delay in rendering service under this Plan,
 - 7.1.12. loss of use during the period that the Covered Product is at an authorized service center or awaiting parts,
 - 7.1.13. any product purchased for or used at any time for commercial purposes or on a rental basis, unless a Commercial Plan has been purchased,
 - 7.1.14. failures that occur outside of the 50 states of the United States of America and the District of Columbia,
 - 7.1.15. non-functional or aesthetic parts including but not limited to frames, cabinets, doors, hinges, plastic parts, knobs, rollers, baskets,
 - 7.1.16. scratches, peeling & dents,
 - 7.1.17. unauthorized repairs and/or parts,
 - 7.1.18. cost of installation, setup, diagnostic charges, of the Covered Product, except as specifically provided herein,
 - 7.1.19. accessories used in conjunction with a Covered Product including remote controls,
 - 7.1.20. any other loss other than a covered breakdown,
 - 7.1.21. service where no problem can be found,



We want to make sure that our plans are affordable for you and manageable for us. To achieve this, there are some cases we cannot cover.

Examples include damage due to misuse, exposure to weather, and even rebellions.



7.1.22. noises, squeaks, breakdowns which are not reported during the term of this Plan,

7.1.23. any breakdown or condition that results from abnormal usage of the Covered Product.

7.2. CATEGORY SPECIFIC EXCLUSIONS

7.2.1. For Appliances, in addition to the exclusions listed above, this Plan does not cover:

- (a) non-operating or external parts such as protective glass, housings, insulation, conduit, frames, cabinets, knobs, dials, drawers, handles, shelves, doors, hinges, light bulbs, filters, and hoses.
- (b) any installed accessory item such as gas or electric connectors,
- (c) costs to disconnect, haul away, or dispose of the Covered Product,
- (d) cost of opening or closing walls, floors, or ceilings.

7.2.2. For Auto Parts, in addition to the exclusions listed above, this Plan does not cover:

- (a) damage caused by accident, alteration, modification, or "tampering with",
- (b) damage caused by the failure of a non-covered product,
- (c) incidental or consequential damages,
- (d) more than one replacement of the same covered part.

7.2.3. For Auto Batteries, in addition to the exclusions listed above, this Plan does not cover:

- (a) improper installation or attachments,
- (b) batteries that are merely discharged,
- (c) batteries used in vehicles for commercial use or in trucks over 1 ton,
- (d) labor charges, installation charges, taxes, or legislatively imposed fees to remove, replace and dispose of automotive, motorcycle, marine, or RV parts and accessories,
- (e) "No problem found" diagnosis.

7.2.4. For Electronics, in addition to any applicable exclusions listed above, this Plan only covers the operating condition of the Covered Product and does not cover:

- (a) non-operating or external parts such as protective glass, housings, insulation, conduit, frames, cabinets, knobs, dials, drawers, handles, shelves, doors, hinges, light bulbs, and projection bulbs,
- (b) any expansion of the channel or frequency range capabilities of the Covered Product, circuit adjustments required to receive any station, service, or adjustments due to changes in external power or water supply, water and power connectors and connections, reception, or normal signal,
- (c) overheating caused by accumulation of dust, vermin, fan blockage, dropping, food and beverage spills,
- (d) any storage media damaged by malfunctioning parts,
- (e) improper installation of computer components or peripherals,
- (f) repair or replacement of upgraded computer components when repair or replacement is required due to incompatibility of parts or incorrect installation,



- (g) broken or cracked LCD/display screens in notebooks or other portable monitors, burned-in image in CRT, LCD or any other type of display,
- (h) application programs, operating software, other software, loss of data or restoration of programs, 
- (i) corruption of any program, data, or setup information resident on any hard drives and internal or external removable storage devices, because of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Plan, and
- (j) damage caused from refilled ink cartridges,
- (k) toner and ink cartridges, cables.

7.2.5. Fitness Equipment, in addition to the exclusions listed above, this Plan does not cover:

- (a) failure of non-operating components such as frames, cabinets, finish, doors, handles, hinges, knobs racks, shelves and software media, remote controls,
- (b) costs associated with tearing apart walls, carpeting, floors, and cabinetry associated with custom installations,
- (c) products used in dues-facility gyms, spas, or health clubs where the primary source of income is fitness/membership dues.

7.2.6. For Jewelry, in addition to the exclusions listed above, We will not replace damaged, lost or stolen gemstones or beads unless otherwise noted in Category Specific Coverage.

7.2.7. For Power Tools, in addition to the exclusions listed above, this Plan does not cover:

- (a) Normal wear and tear, tune-ups, damage caused by neglect, improper operation, installation, maintenance, use of an accessory or part not manufactured or sold by an authorized dealer of the manufacturer, operation with fuels, oils or lubricants which are not suitable for use with the Covered Product, alteration or removal of parts; water entering engine cylinder(s) through exhaust system or carburetor(s), spark plugs, brake pads or lining, hoses, hose clamps, belts, batteries, shock absorbers, tires, cutting blades, gauge wheels, wheel balancing, alignments, cleaning of fuel and coolant systems, removal of carbon, varnish, sludge, or contaminants, necessary fuel and ignition system calibrations and adjustments,
- (b) repair caused by normal product vibration, routine maintenance, fuses, filters, consumables, bulbs, exterior power cords, cosmetic adjustment or replacement, shell separating or cracking, paint changes, corrosion, rust,
- (c) any repair for grinding of valves to increase compression, oil consumption, stuck rings, shipping, or freight, burned valves, tuliped valves, adhesives, shop supplies, road service calls, environmental charges, miscellaneous charges, internal or external corrosion, electrolysis, salt, or any other environmental condition, inadequate or improper storage/layout, loss or damage to optional equipment.

7.2.8. For Eyewear, in addition to the exclusions listed above, this Plan does not cover:

- (a) pet damage, damage caused by chemicals, and tarnishing of frames,
- (b) bending or twisting of flexible or titanium frames,
- (c) damage from tampering with elements designed to secure lens and/or arms,
- (d) installation of non-authorized lens,
- (e) improper storage of Covered Product,
- (f) decorative embellishments and/or accessories attached to Your Covered Product,
- (g) frame fittings for cosmetic or structural purposes.

7.2.9. For Watches, in addition to the exclusions listed above, this Plan does not cover:

- (a) cosmetic damage such as dents, scratches or fraying of band,
- (b) fading of luminous, peeling of paint or bezel,
- (c) modifications and unauthorized repairs.

8. Service Procedures and Limit of Liability

8.1. Depending on the Service Type defined on Your Purchase Confirmation, We will take the following actions:

8.1.1. For Replacement Plans

- (a) At Our sole option, We will replace Your Covered Product or the damaged part with a new or refurbished unit or part of like or similar quality. The replacement product or part may be of a future version or current edition of Your original product or part.
- (b) In cases where replacement is not possible, You will be paid the retail value of Your Covered Product not to exceed the Purchase Price, excluding sales tax, delivery, and handling.
- (c) Coverage for Your replacement product will require the purchase of a new Plan.
- (d) The **limit of liability** under the Replacement Plan is the value of the Covered Product at the time of purchase, excluding sales tax, delivery, and handling. This Plan shall expire upon the earliest of the term of coverage ending, the replacement of Your Covered Product, or issuance of a compensation check in lieu of replacement.

8.1.2. For Repair Plans

8.1.2.1. Service will be done according to the method defined on Your Plan and described below:

- (a) **Carry-In:** Unless otherwise provided in this Plan, Covered Products must be delivered and picked up by You at Our authorized service center during normal business hours.
- (b) **Depot:** We will provide You with a prepaid shipping label for You to ship your failed Covered Product to Our repair facility. You may be responsible for a portion or all costs of postage, insurance, packaging, and shipping. Your Covered Product must be properly protected with bubble wrap or other protective materials. We are not responsible for and have no liability for products damaged during shipping. Your repaired product will be mailed back to You at no charge.



Your claim is approved, then what? Depending on your plan, we will either replace or repair your product, which we've provided the details for you here.



- (c) **On-Site:** Service will be performed in Your home as indicated on Your sales receipt or invoice. The authorized service center may opt to remove the Covered Product to perform service in-shop. Your product will be returned upon completion.
- 8.1.2.2. The **limit of liability** under the Repair Plan is the cost of authorized repairs, or replacement as determined by Us, with a product of like quality and similar features, provided however, in no event will Our total liability for repairs or replacement exceed Your Purchase Price for the Covered Product, excluding sales tax, delivery and installation costs. Upon replacement, there is no longer any obligation for the replaced product under this Plan. SERVICE COSTS, TRIP CHARGES, BREAKDOWN CHARGES, INSPECTION FEES OR ESTIMATE CHARGES FOR REPAIRS NOT COVERED UNDER THIS PLAN ARE YOUR RESPONSIBILITY.
- 8.1.2.3. **No Lemon Policy:** During the term of this Plan, and subject to Our **limit of liability**, after three (3) service repairs have been completed on the same component of an individual Covered Product and that Covered Product component requires a fourth repair, as determined by Us, We will replace it with a product of comparable performance. Upon replacement, there is no longer any obligation for the replaced product under this Plan.
- 8.1.2.4. All repairs must be authorized by the Administrator prior to performance of work or else claims may be denied. If You refuse service after We have dispatched the repair servicer to Your location, You will be billed for that servicer's applicable trip charge.
- 8.1.2.5. If an emergency situation occurs after normal business hours and We cannot be reached, You can proceed with repairs. If covered under the terms of this Plan, We will reimburse You or the service vendor in accordance with the Plan provisions. You must submit all receipts and documentation within 48 hours of the emergency situation.

9. Monthly Plans

- 9.1. **Monthly Paid Term Plans:** If You select a Plan for a set period (e.g., 24 months) and pay for it monthly, coverage under Your Plan will continue for the set Coverage Term, unless it is renewed, cancelled or Our obligations under the Plan become fulfilled in their entirety in accordance with the **limit of liability**. Until the Plan described in this paragraph is cancelled or Our obligations under this Plan become fulfilled, You authorize Administrator/Selling Retailer to charge Your credit or debit card for the amount specified on Your payment receipt, plus tax, for each month of the Coverage Term specified on Your payment receipt plus tax. Your account must be current to receive service.
- 9.2. **Continuous Monthly Plans:** If You select a Plan that automatically renews on a month-to-month basis, coverage under Your Plan will continue and You authorize Administrator/Selling Retailer to charge Your credit or debit card for the amount specified on Your payment receipt each month until Your Plan is cancelled, We have fulfilled Our obligations under this Plan in accordance with the **limit of liability**, or We discontinue the monthly renewals. Your account must be current to receive service.



If you opted to purchase a monthly plan, we have specific guidelines when it comes to coverage and payments.



If You choose month to month coverage, this Plan renews automatically at the end of every month. If You no longer wish to renew your coverage at any point in time, please see section 10 of Your Plan for information on how to cancel. We may change the monthly charge for the Plan, the administration of the Plan, or the terms and conditions of the Plan from time to time upon at least thirty (30) days written notice to You. Your continued use of the Plan and payment of the charges, after such notice, constitutes Your acceptance of the changes. Your coverage shall continue from month-to-month until terminated by You or by Us.

10. Cancellation

- 10.1. You may cancel this Plan for any reason at any time. Cancellation requests made within sixty (60) days of the Purchase Date, if no claim has not been made under the Plan, will receive a 100% refund of the full Purchase Price of the Plan. Cancellations requests made more than sixty (60) days from the Purchase Date, or if a claim was made under the Plan within the first sixty (60) days, may receive at least a pro-rata refund based on the elapsed Coverage Term of the Purchase Price of the Plan, less the costs of repairs made (if any), and less an administrative fee not to exceed the cost of the contract or \$50, whichever is less.
- 10.2. If You cancel this Plan within sixty (60) days from the Purchase Date, and if no claim has been made under the Plan, then We will pay a ten percent (10%) penalty for each month that a refund is not provided within thirty (30) days of Your notice of cancellation.
- 10.3. We may not cancel this Plan except for fraud, material misrepresentation, or non-payment by You, or if required to do so by a regulatory authority. A written notice will be provided at least thirty (30) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Return of the premium is based upon 100% of the unearned pro-rata premium based on the elapsed Coverage Term less the costs of repairs made (if any).
- 10.4. If this Plan was inadvertently sold to You on a product which was not intended to be covered by this Plan, We will cancel this Plan and return the full purchase price of the Plan to You.
- 10.5. If the Coverage Term indicated on Your Purchase Confirmation is "Monthly", coverage continues if the monthly Plan fees are paid by You in full by the billing due date. This Plan will renew automatically monthly and will continue to renew until canceled by You or Us, or if full payment is not received by the billing due date. We may non-renew this Plan for any reason at any time. For Continuous Monthly Plans, We have the right to modify rates and/or Plan provisions. Notice of any changes to rate and/or Plan provisions will be given to You, in writing, at least thirty (30) days prior to implementation. You may terminate coverage by giving written notice at any time prior to the effective date of the change.

11. Conditions

- 11.1. **Renewal:** Renewal of your Plan will be at Our discretion.
- 11.2. **Transferability:** This Plan is transferable by the original purchaser for the balance of the original Coverage Term. The Covered Product may be registered by going online to <https://customers.extend.com>, and providing the date of new ownership, new



owner's name, complete address, and telephone number. The manufacturer's warranty may not be transferable. This Plan does not replace the manufacturer's warranty and provides no coverage therein, except as noted above.

- 11.3. **Territories:** The Plan territory is limited to the geographic area of the United States of America, including the District of Columbia, only. It does include any U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands, but does not include Canada.
- 11.4. **Subrogation:** If We pay or render service for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay or render service for a loss if You impair these rights to recovery. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.

12. Legal Disclosures

12.1. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION

WAIVER: You agree that all individual claims or disputes arising from or relating to this Plan, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator, Obligor, Selling Retailer, or the insurer listed in Section 12.4, Insurance, will be settled by impartial arbitration.  To initiate arbitration, You must notify the Administrator in writing of Your desire to submit your issue to arbitration. You are responsible for providing the Administrator with at least three (3) proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If the Administrator demonstrates that none of the three proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern.

- 12.2. **Entire Agreement:** This Plan, together with Your Purchase Confirmation and sales receipt or other proof of purchase of the Covered Product(s) shall collectively constitute the entire Plan relating to Your coverage. These documents will confirm Your eligibility to receive service under this Plan. Your Purchase Confirmation describes the Covered Product(s) and the Coverage Term of this Plan. No verbal or written representations by any Selling Retailer or marketing materials outside of this Plan shall be of any legal effect to this Plan.

- 12.3. **Severability:** Any provision contained herein which is found to be contrary to applicable laws shall be deemed null and void and the remaining provisions shall continue in full force and effect.

- 12.4. **Insurance:** Our obligations under this Plan are guaranteed under a service contract reimbursement policy issued by Continental Casualty Company  151 N. Franklin St., Chicago, IL 60606, 1-800-262-2000. In Washington, this Plan  guaranteed under a service contract reimbursement policy issued by The Continental Insurance Company, 151 N. Franklin St., Chicago, IL 60606, 1-800-262-2000. If We fail to pay or provide service on any valid claim under this Plan within sixty (60) days after proof of loss has been filed, or We cease to do business or go bankrupt, You may make a direct claim under Our service contract reimbursement insurance policy.



If you've made it to this far, we hope we're still friends! :)

We're required to include these statements but know that you as a consumer also have protections.



13. State Requirements and Disclosures

Alabama: The administrative fee in Section 10.1 is revised to state that it will not exceed the cost of the contract or \$25, whichever is less.

Arizona: The Cancellation Provision is revised to state: We may not cancel or void this Plan for any of the following reasons: 1) due to acts or omissions of Us or Our assignees or subcontractors for their failure to provide correct information or their failure to perform the services or repairs provided in a timely, competent and workmanlike manner; 2) Preexisting conditions that were known or that reasonably should have been known by Us or the person selling the Plan on Our behalf; 3) Prior use or unlawful acts relating to the Covered Product; 4) Misrepresentation by either Us or the person selling the Plan on Our behalf. The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the gross amount paid by You or \$50, whichever is less. Claims paid will not be deducted from any refund amount due. We will not exclude preexisting conditions if such conditions were known or should reasonably have been known by Us or the Selling Retailer. The Arbitration provision, 12.1, is revised to state: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20- 1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 800-325-2548.

California: Sections 9.2. and 10.5. are deleted. The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days after Your receipt of the Plan, and no claims have been made, We shall refund or credit You the full Purchase Price of the Plan. If You cancel this Plan within sixty (60) days from the date of purchase, and a claim has been made, We shall refund or credit You a pro rata refund based on elapsed time or an objective measure of use such as the retail value of any service performed. If you cancel this Plan more than sixty (60) days from the date of purchase, We shall refund or credit You a pro rata refund based on elapsed time or an objective measure of use such as the retail value of any service performed, less an administrative fee not to exceed ten percent (10%) of the Purchase Price or \$25, whichever is less. If You cancel this Plan, a 10% per annum interest payment for each additional thirty (30) days or fraction thereof shall be added to a refund that is not paid or credited within 30 days after cancellation.

Colorado: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the gross provider fee paid by You or \$50, whichever is less.

Connecticut: If this Plan is for less than a period of one (1) year, this Plan will be automatically extended while the Covered Product is in Our custody for repair under the terms of this Plan. If You are unable to resolve any disputes arising under this Plan, You may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department at PO Box 816, Hartford, CT 06142-0816. You are entitled to utilize the Insurance Commissioner's arbitration process to settle any disputes arising under this Plan.

District of Columbia: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the gross provider fee paid by You or \$50, whichever is less.

Florida: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the unearned pro rata premium or \$50, whichever is less. The rate charged for this Plan is not subject to regulation by the Office of Insurance Regulation. Our license number is: 49935.



Georgia: The Cancellation Provision is revised to state: Claims paid will not be deducted from any refund owed. The administrative fee shall not exceed ten percent (10%) of the pro-rata refund amount or \$50, whichever is less. If We cancel this Plan, You will receive any refund due prior to the effective date of cancellation. If We do not issue any valid refund due within this time period, we will pay a penalty equal to 25% of the amount of the return of the unearned premium and interest equal to 18% per annum until such time that the proper refund has been made, however, the maximum amount of such penalty and interest shall not exceed 50% of the amount of the refund due. The Arbitration Provision, 12.1., is revised to state that arbitration is non-binding. 7. What is Not Covered, 7.1.5, is deleted and replaced with the following: all pre-existing conditions known to you that occur prior to the Coverage Term and that cause the mechanical or electrical failure of the Covered Product and/or any product sold used if a Used Product Plan is not purchased, or "AS-IS", including but not limited to floor models, demonstrations models, etc.

Illinois: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the Purchase Price or \$50, whichever is less.

Maine: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has not been made under the Plan, then We will pay a monthly penalty of ten percent (10%) of the provider fee outstanding for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. The administrative fee shall not exceed ten percent (10%) of the provider fee paid by You or \$50, whichever is less. The Insurance provision, 12.4, is revised as follows: If We fail to pay or provide service on a claim, including any claim for the return of the unearned portion of the provider fee, within 60 days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

Maryland: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has not been made under the Plan, then We will pay a penalty of ten percent (10%) of the value of the consideration paid for the Plan for each month that a refund is not provided within 30 days of Your notice of cancellation. This Plan is extended automatically when We fail to perform the services under the Plan. This Plan does not terminate until the services are provided in accordance with the terms of the Plan.

Michigan: If the Covered Product under this Plan is a home appliance, then the following applies: If performance of the Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Plan shall be extended for the period of the strike or work stoppage.

Nevada: The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has not been made under the Plan, then We will pay a penalty of ten percent (10%) of the Purchase Price for each 30-day period or portion thereof that a refund is not provided within thirty (30) days of Your notice of cancellation. If this Plan has been in effect for at least 70 days, We may not cancel before the expiration of the agreed term or one (1) year after the effective date of the Plan, whichever occurs first, except on any of the following grounds: (a) Failure by the holder to pay an amount when due; (b) Conviction of the holder of a crime which results in an increase in the service required under the Plan; (c) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service thereunder; (d) Discovery of: (1) An act or omission by the holder; or (2) A violation by the holder of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold. Claims paid will not be deducted from any refund owed. The cancellation fee shall not exceed the Purchase Price or \$25, whichever is less. Section 7.1.7. is deleted and replaced with the following: damage from abnormal use, abuse, misuse, mishandling, neglect, or introduction of foreign objects into



the Covered Product. Unauthorized or non-manufacturer-recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications, are also excluded under this Plan. However, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Plan will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Plan. If You are not satisfied with the manner in which We are handling a claim under the Plan, You may contact the Nevada Commissioner of Insurance via the toll-free telephone number (888) 872-3234.

New Hampshire: In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, or via telephone: 1 (800)-735-2964.

New Jersey: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has not been made under the Plan, then We will pay a ten percent (10%) penalty, based on the Purchase Price of the Plan, for each month that a refund is not provided within thirty (30) days of Your notice of cancellation.

New Mexico: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the Purchase Price of the Plan or \$50, whichever is less. If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has not been made under the Plan, then We will pay a penalty of ten percent (10%) of the Purchase Price for each thirty-day period or portion thereof that a refund is not provided within thirty (30) days of Your notice of cancellation. If this Plan has been in effect for at least 70 days, We may not cancel before the expiration of the agreed term or one (1) year after the effective date of the Plan, whichever occurs first, except on any of the following grounds: (1) failure by the holder to pay an amount when due; (2) conviction of the holder of a crime that results in an increase in the service required under the Plan; (3) discovery of fraud or material misrepresentation by the holder in obtaining the Plan or in presenting a claim for service thereunder; or (4) discovery of either of the following if it occurred after the effective date of the Plan and substantially and materially increased the service required under the Plan: (a) an act or omission by the holder; or (b) a violation by the holder of any condition of the Plan.

North Carolina: The Cancellation Provision is revised as follows: We may only cancel this Plan for nonpayment or a direct violation of the Plan by the consumer where the Plan states that the violation of the Plan would subject the Plan to cancellation. The administrative fee shall not exceed ten percent (10%) of the amount of the pro rata refund or \$50, whichever is less.

Oklahoma: The Cancellation Provision is revised as follows: the administrative fee shall not exceed ten percent (10%) of the unearned pro rata premium or \$50, whichever is less. Oklahoma license number: 514801679. This is not an insurance contract. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oregon: Section 12.1 is deleted and replaced as follows: Any decision to settle a dispute by arbitration must be a mutual agreement by the parties. If mutually agreed upon, then arbitration shall be conducted under local rules as required under ORS Chapter 36.

South Carolina: In the event of a dispute with the provider of this contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467.

Texas: The Insurance provision, 12.4, is revised as follows: You may apply for reimbursement directly with the insurer if a covered service is not provided to You by Us before the 61st day after the date of proof of loss, or a refund or credit is not paid before the 46th day after the date on which You cancel the Plan. The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, We shall refund or credit You the full purchase price of the Plan, decreased by the amount of claims paid under the Plan. If You cancel this Plan more than sixty (60) days from the date of purchase, We shall



refund or credit You the prorated purchase price based on elapsed time of the Plan, decreased by the amount of claims paid under the Plan, and less an administrative fee not to exceed the cost of this Plan or \$50, whichever is less. If You cancel this Plan, then We will pay a penalty of ten percent (10%) of the amount outstanding for each month that a refund is not provided within thirty (30) days of Your notice of cancellation. Unresolved complaints concerning providers and administrators or questions concerning the regulation of service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701, or via telephone: (800) 735-2989.

Utah: Section 12.4 is revised to state: If We fail to pay or provide service on any claim under this Plan within sixty (60) days after proof of loss has been filed, or We cease to do business or go bankrupt, You may make a direct claim under Our service contract reimbursement insurance policy. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guaranty Association. **Purchase of this product is optional and is not required in order to finance, lease, or purchase a consumer product.** We may not cancel this Plan except for: material misrepresentation; substantial change in the risk assumed, unless We should have reasonably foreseen the change or contemplated the risk when entering into the contract; or substantial breach of contractual duties, conditions, or warranties, including non-payment. If We cancel, We will mail to you via first-class mailing written notice at least thirty (30) days in advance, stating the reason and effective date of cancellation. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

Virginia: If any promise made in the Plan has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs to file a complaint.

Washington: The Arbitration provision, 12.1, is revised to state: Arbitration proceedings may be held at a location in closest proximity to Your permanent residence.

Wisconsin: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We may only cancel this Plan for nonpayment of the provider fee, material misrepresentation by You to Us or administrator, or substantial breach of duties by the You relating to the covered product or its use. The Cancellation Provision is revised as follows: If You cancel this Plan within sixty (60) days from the date of purchase, and if no claim has not been made under the Plan, then We will pay a ten percent (10%) penalty of the refund amount outstanding for each month that a refund is not provided within 30 days of Your notice of cancellation. The administrative fee shall not exceed ten percent (10%) of the provider fee or \$50, whichever is less. In the event of a total loss of property covered by a service contract that is not covered by a replacement of the property pursuant to the terms of the contract, a service contract holder shall be entitled to cancel the service contract and receive a pro rata refund of any unearned provider fee, less any claims paid. The Arbitration provision, 12.1., is revised to state that arbitration is non-binding.

Wyoming: The Arbitration provision, 12.1, is deleted in its entirety.





42 West 18th Street
New York, NY 10011 800-223-2500
adorama.com
info@adorama.com

QUOTE



2143920

03/03/2022

BILLING ADDRESS:

NEW BERLIN POLICE DEPARTMENT
Att: ACCOUNTS PAYABLE
16300 W. NATIONAL AVE.
NEW BERLIN, WI 53151 USA
(262) 780-8115

SHIPPING ADDRESS:

NEW BERLIN POLICE DEPARTMENT
Att: SERGEANT BRAD POLCZYNSKI
16300 W. NATIONAL AVENUE
NEW BERLIN, WI 53151 USA
(262) 780-8309

Customer No: 16273550
Customer PO: None
Terms:

SKU#	Item	Qty	Price	Total
AR102000543	AUTEL EVO II 640T ENTERPRISE BUNDLE	2	8,100.00	16,200.00
Mfg Item#: 102000543				
AU600000747	AUTEL FOXFURY D100 EXOLANDER BUNDLE	1	575.00	575.00
Mfg Item#: 102001292				
AR600002020	AUTEL ROBOTICS EVO II BATTERY	2	189.00	378.00
Mfg Item#: 102000199				
EXTND3YR	ExtWar 36 Mo. 1/AR102000543	2	999.99	1,999.98
Mfg Item#: EXTND3YR				

Thank you for your order.

This quote was prepared by your sales representative,
Michael Glover.

To place order or for any help, call

Michael Glover

at (800) 223-2500 x 2135 or email at michaelg@adorama.com

Sub Total: 19152.98
Shipping: .00
Tax: .00
Quote Total: 19152.98

To email Customer Service please go to www.adorama.com/email

Memo: Free 2 day training (\$3,000) value

Any item/s showing as "back-order"?

An item listed as "back-order" is on order with the supplier and is temporarily out of stock. These items will ship soon. Most backordered items ship within 10 business days. We never charge additional shipping as a result of a back-order. Please feel free to contact us for additional info at www.adorama.com/email.

Note: Please be prudent when throwing away packaging material. It is possible to miss some contents. Checking off contents against the packing list is always a good idea. If something is indeed missing please make a claim within 5 days to be compliant with our policies.

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No Hassle Return Policy:

We want you to be completely happy with your purchase from Adorama. Please see the general Return/Exchange guidelines and policy posted on our website at www.adorama.com/policy.

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or speak to your account manager.



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To find out the value of your equipment

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adorama.com/sell	800-223-2500	42 W 18 St NYC

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REQUESTED ACTION STATEMENT

MEMO TO: Mayor David Ament
Common Council

CC: Plan Commission (via email)

MEMO FROM: Gregory W. Kessler, AICP - Director

DATE: April 12, 2022

ISSUE: Aaron Kahle on behalf of Ethic Indoor LLC has filed a petition to rezone from R-1/R-2 to I-1 PUD and to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 19 - Neighborhood "I" National Avenue West and Chapter 10 - Land Use) from Single Family Residential to Institutional with a Planned Unit Development Overlay for approximately 3.5278 acres of the southeast portion of Tax Key #: 1268-993.

REQUESTED: Recommend to Common Council that a joint public hearing be set for June 6, 2022 at 6:00 p.m. to be held before the Plan Commission to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 19 - Neighborhood "I" National Avenue West and Chapter 10 - Land Use) from Single Family Residential to Institutional with a Planned Unit Development Overlay for approximately 3.5278 acres of the southeast portion of Tax Key #: 1268-993.

AND

Recommend to the Common Council that a joint public hearing be set for June 6, 2022 at 6:00 p.m. to be held before the Plan Commission to rezone approximately 3.5278 acres of the southeast portion of Tax Key #: 1268-993 from R-1/R-2 **TO** I-1/PUD.

RATIONALE: Per Chapter 275-21.1 of the City's Zoning Code, this applicant has filed a completed application and petitioned the City to amend the Comprehensive Plan / Future Land Use Map for this property. Per this section, the applicant submits the application to the Common Council for initial review. DCD staff prepares a requested action statement to refer the request to the Plan Commission to hold a public hearing and take action via a resolution. A report shall be forwarded to the Common Council for final action.

Per Chapter 275-22 of the City's Zoning Code, this applicant has filed a completed application and petitioned the City to rezone these properties. In addition, per State Statute 62.23(7), the Common Council may refer to the Plan Commission all petitions to rezone a property and require that a public hearing be held to obtain public input and that the Plan Commission formulate a recommendation. These recommendations shall be forwarded to the Common Council for final action.

Per Zoning Code Section 275-20I, Mr. Kahle has simultaneously filed a Comprehensive Plan Amendment application, Land Division application, and Use Approval application to construct additional parking.

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REQUESTED ACTION STATEMENT

DATE: April 7, 2022

TO: Mayor
Common Council
Committee of the Whole

FROM: Josh Radomski – Director of Public Works

ISSUE: Carriage Barn Foundation Repair

REQUESTED:

Recommend that the Common Council approve funding in the amount of \$75,000 for the repair of the Carriage Barn foundation that has failed. The foundation and wall on the southeast side of the building has failed and is in need of repair. Failure to repair this foundation has the potential to compromise the rest of the carriage barn building.

FISCAL IMPACT:

Monies to be added to the Capital Improvement Program for 2022.

RATIONALE:

The foundation repair is needed to maintain the structural integrity of the carriage barn structure. The cost estimate for repairing the foundation, lower portion of the carriage barn which has been damaged and replace the existing failed concrete slab with dirt. The estimated cost for completing this work is \$75,000.

RESOLUTION NUMBER 22-5

A RESOLUTION AMENDING THE 2022 CAPITAL PROJECTS BUDGET

WHEREAS, the Carriage House in the Historic District foundation is failing and has become an immediate safety issue. Repairs are needed before it collapses or someone gets injured. The City can still amend the 2022 Capital Budget to get the repairs done immediately,

WHEREAS, It was determined that the Capital Projects Budget had to be amended to accomplish these goals.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of New Berlin that the Capital Projects Fund Budget be amended as follows:

EXPENDITURES

042059100-61120-C2022	HISTORIC PARK BUILDINGS	\$ 75,000
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REVENUES

04011800-49505-C2022	BOND PROCEEDS	\$ 75,000
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BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish this resolution in the Waukesha County NOW within 10 days of adoption by the Common Council.

RESOLUTION ADOPTED by the New Berlin Common Council this 12th day of April 2022.

David Ament, Mayor

Countersigned:

Georgia Stanford, City Clerk

REQUESTED ACTION STATEMENT

To: New Berlin Common Council

From: Josh Radomski, Director of Public Works

Date: April 11, 2022

Requested Action:

The approval of a Resolution to declare an emergency eliminating the necessity of public bidding for the performance of repairs on the foundation of The Carriage Barn and to proceed with the execution of a contract with Beeler Construction, Inc. to perform said repairs.

Financial fiscal impact:

The anticipated cost of the performance of the repairs is \$75,000.00 and will need to come from an amendment to the CIP Budget per Resolution 22-5.

Rationale:

The foundation of The Carriage Barn at the Historic Park has been inspected and was found to have significant cracking which is likely to be exacerbated by the spring thaw and thus, is in need of repair. Please see the attached letter from Beeler Construction, Inc. Due to the fact that the cost of the repairs will exceed the public bidding maximum for contracts without going through the public bidding process, I am requesting that this Council make a finding that this is an emergency situation pursuant to Wisconsin Stats. Sec. 62.15(1b) and that I be authorized to enter into a contract for the foundation repairs.

Thank you for your consideration to these comments.

Respectfully Submitted,

Josh Radomski, Public Works Director



N56 W16758 Ridgewood Dr.
Menomonee Falls, WI 53051



Office: 262-252-7000
Fax: 262-252-7001



www.beelerconstruction.com



**Partnerships
Built on Trust**

TO: Robert Loohaus
From: Dave Beeler
Date: March 30th, 2022
RE: Delay in Construction

Bob:

We were called to investigate your foundation wall repairs fall of 2021, after further investigation we decided we needed to get the building temporarily shored up as soon as possible to make it safe. We later met our contractors on-site to develop a game plan. By the time the price was submitted and we started to discuss schedule the frost was starting to set in and our contractors were booked up for several weeks, therefore we decided to wait until warmer weather as we had already made the building safe with installing the shoring. Due to winter conditions, repair of the foundation was not possible.

Now that the temperatures are increasing, there has been increased movement of the foundation wall. Should this wall fail, significant damage to the building will occur creating a significant safety hazard. We believe that repair of this foundation is required immediately as the foundation wall could fail at any time.

Please let me know next steps.

Thank You,

Dave Beeler

RESOLUTION NO. 22-6

**RESOLUTION OF THE CITY OF NEW BERLIN
DECLARING EMERGENCY AND AWARDING A CONTRACT
FOR THE PERFORMANCE OF EMERGENCY FOUNDATION REPAIRS
AT THE CARRIAGE BARN**

WHEREAS, the foundation of The Carriage Barn at the City of New Berlin Historic Park is failing resulting in cracking and the potential collapse of the building; and

WHEREAS, the continued failure of the foundation could jeopardize public infrastructure; and

WHEREAS, the City's Facilities Department has reviewed this situation and believes that the foundation needs to be immediately repaired to avoid the potential for damage and adverse impact to The Carriage Barn building; and

WHEREAS, the City has had the foundation inspected by Beeler Construction, Inc., and their findings are set forth in the attached Exhibit A. Beeler advises that current thaw cycles will cause movement to the foundation wall leading to significant damage and a safety hazard if not repaired; and

WHEREAS, the City Public Works Staff has concluded that this situation is an emergency as provided for in Wisconsin Stats. Sec. 62.15(1b) so as to allow for the awarding of the contract without following the normal public bidding procedure.

NOW, THEREFORE, the Common Council of the City of New Berlin does hereby resolve as follows:

BE IT RESOLVED that the Common Council of the City of New Berlin does hereby find that the foundation walls of The Carriage Barn are in urgent need of repair due to the risk of further failure and collapse and the potential damage to City infrastructure; therefore making these repairs as soon as possible constitutes an emergency as defined in Wisconsin Statute Section 62.15(1b).

BE IT FURTHER RESOLVED that the Common Council of the City of New Berlin does hereby conclude that the emergency repair of The Carriage Barn foundation shall be performed without utilizing public bidding procedures as outlined in Wisconsin Stats. Sec. 62.15 as well as the City of New Berlin's Purchasing Policy.

BE IT FURTHER RESOLVED that the Common Council of the City of New Berlin does hereby approve the execution of a contract with Beeler Construction, Inc. to repair the foundation wall in a sum not to exceed \$75,000.00, including contingencies. The authority to execute the contract with Beeler Construction, Inc. is hereby delegated to the Mayor.

BE IT FURTHER RESOLVED that the Mayor, and City staff are authorized to execute such other and further documents as may be necessary to effectuate the intention of these Resolutions.

Dated at New Berlin, Wisconsin this _____ day of _____, 2022.

APPROVED:

David Ament, Mayor

Countersigned:

Georgia Stanford, City Clerk



N56 W16758 Ridgewood Dr.
Menomonee Falls, WI 53051



Office: 262-252-7000
Fax: 262-252-7001



www.beelerconstruction.com



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Please let me know next steps.

Thank You,

Dave Beeler