



# Common Council

## Regular Meeting

335 South Broadway  
De Pere, WI 54115  
<https://www.deperewi.gov/>

### Agenda

Tuesday, April 19, 2022

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **April 19, 2022 at 7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

**The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Electronic or telephonic access to the meeting is provided below:**

Computer/smart phone accessing <https://www.gotomeet.me/DePere>

OR

**You can also dial in using your phone.**

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(312\) 757-3117](tel:+13127573117)

Access Code: 154-883-285

***This meeting may also be rebroadcast on TV throughout the week and available on demand at <http://deperecitywi.igm2.com/>.***

THERE WILL BE A BRIEF SWEARING-IN CEREMONY FOR ELECTED OFFICIALS PRIOR TO COMMENCEMENT OF THE COUNCIL MEETING.

#### Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the April 6, 2022 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
5. Recommendation of Finance/Personnel Committee to Authorize Purchase of Patrol Rifles in the amount of \$38,000 from the Wisconsin Grant Allocated to the Police Department.
6. Recommendation from Finance/Personnel Committee to Authorize Purchase of E-Bikes in the amount of \$9,978 from the Wisconsin Grant Allocated to the Police Department.
7. Recommendation from Finance/Personnel Committee to Authorize Purchase of SQL Server Licensing in the amount of \$4,631 from the Police Department Wisconsin Grant Fund.
8. Recommendation from the Finance/Personnel Committee to Approve the Following Changes to Adult Basketball League Program:
  - A. Provide a combination of officiated leagues with a team fee of \$550.00 and non-officiated leagues with no team fee (no change to player fees).
  - B. Increase wages from \$30 to \$40 per game for non-WIAA certified officials and from \$35 to \$45 per game for WIAA certified officials.

- C. Add a Court Supervisor position with a wage of \$16 per game to supervise non-officiated games.
9. Recommendation from the Board of Public Works to Award Contract 22-01 Sewer and Water Relay and Street Resurfacing to Jossart Brothers, Inc. in the amount of \$2,989,071.50.
  10. Recommendation from the Board of Public Works to Award Contract 22-04 Alley Reconstruction to Peters Concrete Company in the Amount of \$663,465.25.
  11. Recommendation From Staff to Consider and Approve Additional Funding in the Amount of \$13,947.68 from Unassigned Reserves for City Hall Fire Alarm Panel Replacement.
  12. Recommendation From the City Administrator to Approve 2022 Community Survey Questions.
  13. Resolution #22-31 Regarding the Vacation of a Portion of a Public Throughfare (Right-of-Way Discontinuance at 1891 and 1895 Commerce Drive - Adjacent to Parcels ED-344-102-4 and ED-344-102) - Refer to Public Hearing.
  14. Resolution #22-32 Authorizing Agreement for Consulting Services Between the City of De Pere and MSA Professional Services, Inc. (Grant Identification, Solicitation and Management Services).
  15. Resolution #22-33 Approving Agreement with Card Connect for Credit Card Processing Services.
  16. Resolution #22-34 Amending Sections 7.2 and 7.6 of the City of De Pere Employee Policy Manual Regarding Vacation and Holidays.
  17. Resolution #22-35 Establishing Non-Lapsing Funds as of December 31, 2021.
  18. Resolution #22-36 Authorizing Agreement for Consulting Services Between the City of De Pere and Tweet-Garot Mechanical, Inc. (City Hall Boiler Replacement Design and Construction Management).
  19. Resolution #22-37 Approving Agreement for Consulting Services Between City of De Pere and Dixon Engineering, Inc. (Sprint Decommissioning - Merrill Street Water Tower).
  20. Resolution #22-38 Authorizing Agreement for Consulting Services Between the City of De Pere and William/Reid Ltd, a Division of Gasvoda & Associates, Inc. (Merrill Street Reservoir Mixer Installation).
  21. Appointments and reappointments to Committees, Boards, and Commissions by Mayor Boyd.
  22. Elections by the Common Council.
    - A. Alderperson members of the Plan Commission.
    - B. President of the Common Council.
  23. Voucher approval.
  24. Future agenda items.



25. Adjournment.

Carey Danen  
City Clerk

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk's office at 339-4050 by Noon, the previous day so that arrangements can be made.

Agenda Sent To:  
Alderspersons  
City Administrator  
Mayor  
Department Heads  
TV, Newspapers & Radio Stations  
Kress Family Library  
De Pere Chamber of Commerce  
BCD Holdings



City of De Pere, Wisconsin

**Request For Common Council Action**

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**MEETING DATE:** April 19, 2022

**DEPARTMENT:** City Clerk

**FROM:** Carey Danen

**SUBJECT:** Approval of the minutes of the April 6, 2022 Common Council meeting.

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**ATTACHMENTS:**

- 4-6-22 Common Council Minutes\_draft (PDF)



# Common Council

## Regular Meeting

335 South Broadway  
De Pere, WI 54115  
<https://www.deperewi.gov/>

### Draft Minutes

Wednesday, April 6, 2022

7:30 PM

Council Chambers and Virtual

1. Call to Order. The meeting was called to order at 7:30 PM by Mayor James Boyd.

| Attendee Name        | Title        | Status  | Arrived |
|----------------------|--------------|---------|---------|
| Dan Carpenter        | Aldersperson | Present |         |
| Mike Eserkaln        | Aldersperson | Present |         |
| Jonathon Hansen      | Aldersperson | Present |         |
| Amy Chandik Kunding  | Aldersperson | Excused |         |
| Shana Defnet Ledvina | Aldersperson | Present |         |
| John Quigley         | Aldersperson | Present |         |
| Dean Raasch          | Aldersperson | Excused |         |
| Kelly Ruh            | Aldersperson | Present |         |
| James Boyd           | Mayor        | Present |         |

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the March 15, 2022 Common Council meeting.

|                  |                                                    |
|------------------|----------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                        |
| <b>MOVER:</b>    | Dan Carpenter, Aldersperson                        |
| <b>SECONDER:</b> | Kelly Ruh, Aldersperson                            |
| <b>AYES:</b>     | Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Ruh |
| <b>EXCUSED:</b>  | Amy Chandik Kunding, Dean Raasch                   |

4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC

None.

5. Recommendation from the Board of Park Commissioners to Accept a \$500 Donation from De Pere Optimist Club for Easter Egg Hunt.

|                  |                                                    |
|------------------|----------------------------------------------------|
| <b>RESULT:</b>   | <b>ACCEPTED [UNANIMOUS]</b>                        |
| <b>MOVER:</b>    | John Quigley, Aldersperson                         |
| <b>SECONDER:</b> | Jonathon Hansen, Aldersperson                      |
| <b>AYES:</b>     | Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Ruh |
| <b>EXCUSED:</b>  | Amy Chandik Kunding, Dean Raasch                   |

6. Recommendation from the Board of Park Commissioners to Accept a \$500 Donation from Optimist Club for Summer Camp T-shirts.

**RESULT:** ACCEPTED [UNANIMOUS]  
**MOVER:** Dan Carpenter, Alderperson  
**SECONDER:** Mike Eserkaln, Alderperson  
**AYES:** Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Ruh  
**EXCUSED:** Amy Chandik Kunding, Dean Raasch

7. Recommendation from the License Committee on a request by Peter Reinhart regarding the denial of his Operator License Application.

**RESULT:** APPLICATION APPROVED [UNANIMOUS]  
**MOVER:** Dan Carpenter, Alderperson  
**SECONDER:** Mike Eserkaln, Alderperson  
**AYES:** Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Ruh  
**EXCUSED:** Amy Chandik Kunding, Dean Raasch

8. Recommendation from Plan Commission to approve an extraterritorial 2 lot certified survey map at 2206-2207 Blue Stem LN in the Town of Ledgeview (Parcel D-1991).

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Jonathon Hansen, Alderperson  
**SECONDER:** John Quigley, Alderperson  
**AYES:** Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Ruh  
**EXCUSED:** Amy Chandik Kunding, Dean Raasch

9. Recommendation from Plan Commission to approve an extraterritorial 3 lot certified survey map at 2300 BLK French RD in the Town of Lawrence (Parcel L-452).

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Shana Defnet Ledvina, Alderperson  
**SECONDER:** Mike Eserkaln, Alderperson  
**AYES:** Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Ruh  
**EXCUSED:** Amy Chandik Kunding, Dean Raasch

10. Recommendation from Plan Commission to approve an extraterritorial 3 lot certified survey map at 3550 & 3551 Wayne LN in the Town of Ledgeview (Parcels D-449-1, D-450).

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Dan Carpenter, Alderperson  
**SECONDER:** John Quigley, Alderperson  
**AYES:** Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Ruh  
**EXCUSED:** Amy Chandik Kunding, Dean Raasch

11. Recommendation from Plan Commission to approve a 75 lot and 4 outlot revised preliminary and final extraterritorial plat of Grande Ridge Estates First Addition at 3300 BLK Heritage RD in the Town of Ledgeview (Parcels D-449-2, D-449-2-1, D-450-1, D-450-2).

|                  |                                                    |
|------------------|----------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                        |
| <b>MOVER:</b>    | Shana Defnet Ledvina, Alderperson                  |
| <b>SECONDER:</b> | Jonathon Hansen, Alderperson                       |
| <b>AYES:</b>     | Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Ruh |
| <b>EXCUSED:</b>  | Amy Chandik Kunding, Dean Raasch                   |

12. Ordinance #22-03 Amending § 46-4 De Pere Municipal Code Regarding General Requirements and Design Standards.

Alderperson Carpenter stated that he received a call from a constituent who had questions about this proposed change. Development Services Director Dan Lindstrom explained that the intent of the amendment is to reduce confusion; if a plat is recorded with older setbacks, it could conflict with the current zoning code. The result of this amendment is that the zoning code will be the guiding document instead of a possibly outdated plat. Mayor Boyd pointed out that constituents should contact Dan Lindstrom if they have questions.

|                  |                                                    |
|------------------|----------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                         |
| <b>MOVER:</b>    | Jonathon Hansen, Alderperson                       |
| <b>SECONDER:</b> | Mike Eserkaln, Alderperson                         |
| <b>AYES:</b>     | Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Ruh |
| <b>EXCUSED:</b>  | Amy Chandik Kunding, Dean Raasch                   |

13. Resolution #22-27 Authorizing Agreement for Consulting Services Between the City of De Pere and Vierbicher Associates, Inc. (Community Development Block Grant Special Project Grant Program Administration for Affordable Housing Conversion Project located at 525 North Tenth Street).

Alderperson Ledvina asked if staff had any concerns about the conflict of interest identified in one of the documents. City Attorney Judy Schmidt-Lehman reported that staff does not have any concerns. The director of Development Services was previously a partner in the firm being recommended, but he removed himself from the review process. Alderperson Hansen asked for confirmation that \$1.5 million of the grant funds will go to the developer, but needs to be routed through the City. Development Services Director Dan Lindstrom confirmed this.

|                  |                                                    |
|------------------|----------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED BY ROLL CALL VOTE [UNANIMOUS]</b>       |
| <b>MOVER:</b>    | John Quigley, Alderperson                          |
| <b>SECONDER:</b> | Jonathon Hansen, Alderperson                       |
| <b>AYES:</b>     | Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Ruh |
| <b>EXCUSED:</b>  | Amy Chandik Kunding, Dean Raasch                   |

14. Resolution #22-28 Authorizing Amendment to Agreement for Consulting Services Between the City of De Pere and SmithGroup, Inc. (Comprehensive Plan Update, West Downtown Vision Plan and Downtown Parking Study).

Aldersperson Ledvina asked about the source of the budget funds. Development Services Director Dan Lindstrom reported that \$20,000 will come from TIF District 17 and \$5,000 from the Development Services budget. Aldersperson Hansen asked if this will be a standalone document once finished, or if it will be folded into the overall comprehensive plan rewrite. Dan said it will be attached as an appendix to the comprehensive plan.

|                  |                                                    |
|------------------|----------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED BY ROLL CALL VOTE [UNANIMOUS]</b>       |
| <b>MOVER:</b>    | Shana Defnet Ledvina, Aldersperson                 |
| <b>SECONDER:</b> | Jonathon Hansen, Aldersperson                      |
| <b>AYES:</b>     | Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Ruh |
| <b>EXCUSED:</b>  | Amy Chandik Kunding, Dean Raasch                   |

15. Resolution #22-29 Authorizing Submission of Wisconsin Department of Natural Resources Boating and Fishing State and Federal Grant Application for Perkofski Boat Launch Dock Refurbishing.

|                  |                                                    |
|------------------|----------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED BY ROLL CALL VOTE [UNANIMOUS]</b>       |
| <b>MOVER:</b>    | Dan Carpenter, Aldersperson                        |
| <b>SECONDER:</b> | John Quigley, Aldersperson                         |
| <b>AYES:</b>     | Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Ruh |
| <b>EXCUSED:</b>  | Amy Chandik Kunding, Dean Raasch                   |

16. Resolution #22-30 Authorizing Terms of Service with MobStac Inc. for QR Code Platform Services.

|                  |                                                    |
|------------------|----------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED BY ROLL CALL VOTE [UNANIMOUS]</b>       |
| <b>MOVER:</b>    | Shana Defnet Ledvina, Aldersperson                 |
| <b>SECONDER:</b> | Dan Carpenter, Aldersperson                        |
| <b>AYES:</b>     | Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Ruh |
| <b>EXCUSED:</b>  | Amy Chandik Kunding, Dean Raasch                   |

17. Appointment to Boards and Commissions by Mayor Boyd.

|                  |                                                    |
|------------------|----------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                        |
| <b>MOVER:</b>    | Dan Carpenter, Aldersperson                        |
| <b>SECONDER:</b> | Mike Eserkaln, Aldersperson                        |
| <b>AYES:</b>     | Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Ruh |
| <b>EXCUSED:</b>  | Amy Chandik Kunding, Dean Raasch                   |

18. Voucher approval.

|                  |                                                           |
|------------------|-----------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                               |
| <b>MOVER:</b>    | Shana Defnet Ledvina, Alderperson                         |
| <b>SECONDER:</b> | Dan Carpenter, Alderperson                                |
| <b>AYES:</b>     | Carpenter, Eserkaln, Hansen, Defnet Ledvina, Quigley, Ruh |
| <b>EXCUSED:</b>  | Amy Chandik Kunding, Dean Raasch                          |

19. Future agenda items.

None.

20. Adjournment.

Alderperson Ruh moved, seconded by Alderperson Eserkaln to adjourn the meeting at 7:51 PM. Upon vote, motion carried unanimously.

Respectfully submitted,  
Carey Danen, City Clerk



City of De Pere, Wisconsin

**Request For Common Council Action**

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**MEETING DATE:** April 19, 2022

**DEPARTMENT:** City Clerk

**FROM:** Carey Danen

**SUBJECT:** Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC

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## City of De Pere, Wisconsin

### Request For Common Council Action

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**MEETING DATE:** April 19, 2022

**DEPARTMENT:** Police

**FROM:** Jeremy Muraski

**SUBJECT:** **Recommendation of Finance/Personnel Committee to Authorize Purchase of Patrol Rifles in the amount of \$38,000 from the Wisconsin Grant Allocated to the Police Department.**

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The City of De Pere Police Department has been allocated a grant from the State of Wisconsin in the amount of \$56,452.50. We are seeking authorization to purchase patrol rifles and related equipment at a cost of \$38,800 from that grant fund. A full justification memo is attached.

Amended from Finance Committee Meeting where it passed unanimously. Additional language reference grant parameters.

#### ATTACHMENTS:

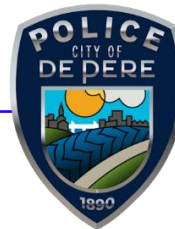
- Request for Patrol Rifles Amended (PDF)

# DE PERE

## POLICE DEPARTMENT

325 S. Broadway  
De Pere, WI 54115  
920-339-4079

Jeremy A. Muraski  
Chief of Police



To: Finance and Personnel Committee, De Pere City Council

From: Jeremy A. Muraski, Chief of Police

Date: April 3, 2022

Subject: Request for Authorization to Spend \$38,800 for Patrol Rifles from the \$56,452.50 Grant Allocated to the De Pere Police Department

The De Pere Police Department (DPPD) has identified a high priority need to replace outdated, unreliable, and old patrol rifles that are ill equipped. The rifles are more than 20 years old, and originally came from government surplus where they had seen previous use. They are in poor repair in many cases, parts are not readily available, the rifles are not standard across the inventory, and they do not have any aim assist devices, relying only on open sights. There have been instances where the rifles have malfunctioned or come apart during training exercises. In some cases tactical flashlights and their switches are held in place with electrical tape. It is widely recommended that patrol rifles be standardized across an agency so that officers are familiar with the weapon (they should be universal).

Further, it is highly desirable to equip modern patrol rifles with aim assist devices (an optical sight) that has demonstrated that officers have a much higher degree of accuracy and confidence in the use of the rifle. This is particularly important in responses to school shootings or workplace shootings where officers may encounter shooters and groups of victims in the same area and need to ensure a high degree of accuracy to minimize risks to those we are trying to protect while successfully engaging the threat to stop them from shooting more victims.

We are therefore requesting approval to spend \$38,800 to replace and standardize all department patrol rifles, to purchase 4 gun safes, and to equip the rifles with aim assist devices, ambidextrous sling straps, and lights. This expenditure would also allow us to have 2 spare rifles that would be assigned to training so that rifles would not have to be removed from on-duty squads during training exercises.

I believe this may be the most significant equipment need facing the De Pere Police Department at this time.

Thank you for your time and consideration.

Jeremy A. Muraski, Chief of Police

Amended from Finance Committee Meeting

Since the meeting, I have been trying to get guidance from the state on how exactly the funding mechanism for this allocation will work. There are two possibilities. In the first, the city would receive the allocation for the full grant amount. In the second, the process would require us to spend city money, and then be reimbursed from the allocation. Since this guidance has not been given, I am therefore requesting authorization to spend the grant money directly from the grant or to spend the money from undesignated reserves to be reimbursed by the grant if that would be required.



## City of De Pere, Wisconsin

### Request For Common Council Action

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**MEETING DATE:** April 19, 2022

**DEPARTMENT:** Police

**FROM:** Jeremy Muraski

**SUBJECT:** **Recommendation from Finance/Personnel Committee to Authorize Purchase of E-Bikes in the amount of \$9,978 from the Wisconsin Grant Allocated to the Police Department.**

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The City of De Pere Police Department has been allocated a grant from the State of Wisconsin in the amount of \$56,452.50. We are seeking authorization to purchase E-Bikes and related equipment at a cost of \$9,978 from that grant fund. A justification memo is attached.

Amended from Finance Committee where it was passed unanimously. Language added reference grant parameters.

#### ATTACHMENTS:

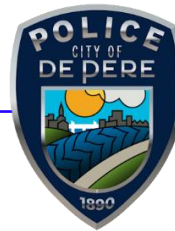
- Request for E-Bikes Amended (PDF)

# DE PERE

## POLICE DEPARTMENT

325 S. Broadway  
De Pere, WI 54115  
920-339-4079

Jeremy A. Muraski  
Chief of Police



To: Finance and Personnel Committee, De Pere City Council

From: Jeremy A. Muraski, Chief of Police

Date: April 3, 2022

Subject: Request for Authorization to Spend \$9,978 for Community Policing E-Bikes from the \$56,452.50 Grant Allocated to The De Pere Police Department.

The De Pere Police Department is bringing back a bicycle patrol capability. The City of De Pere, as you know, has extensive trail systems throughout the city and we also host several major special events throughout the year. Having E-Bikes would allow bike patrol officers the ability to patrol the entire trail system with less fatigue than standard bicycles. It would extend the officers' range as well as expediting their response times to any emergencies that were occurring during their patrols. In addition, the use of E-Bikes would allow officers to carry much more equipment with them on the bike, such as emergency medical equipment, portable printers, or other materials for special events support.

Studies and my personal experience have shown that having police on bike patrol is a tremendously effective form of community policing and community engagement. Officers on bikes are approachable, responsive, and are able to patrol in many areas that are inaccessible to a patrol squad. Further, experience has shown that officers on bikes are also less likely to be detected when they are patrolling on bikes meaning they are more likely to encounter suspicious or illegal activity as it is occurring.

Last, but not least, bicycle patrols are an extremely effective way for officers to patrol during parades, community gatherings, farmers' markets, or other special events where crowd size and density make vehicular patrol impractical or impossible. They can navigate through crowds and rapidly respond to complaints or emergencies much more quickly.

I believe the use of E-bikes will give us capabilities that we have been sorely missing the last several years while also giving us much more exposure to the community and accessibility to citizens using our trails, parks, and streets.

Thank you for your time and consideration.

Jeremy A. Muraski, Chief of Police

### Amended from Finance Committee Meeting

Since the meeting, I have been trying to get guidance from the state on how exactly the funding mechanism for this allocation will work. There are two possibilities. In the first, the city would receive the allocation for the full grant amount. In the second, the process would require us to spend city money, and then be reimbursed from the allocation. Since this guidance has not been given, I am therefore requesting authorization to spend the grant money directly from the grant or to spend the money from undesignated reserves to be reimbursed by the grant if that would be required.



## City of De Pere, Wisconsin

### Request For Common Council Action

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**MEETING DATE:** April 19, 2022

**DEPARTMENT:** Police

**FROM:** Jeremy Muraski

**SUBJECT:** Recommendation from Finance/Personnel Committee to Authorize Purchase of SQL Server Licensing in the amount of \$4,631 from the Police Department Wisconsin Grant Fund.

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Due to unforeseen circumstances, the police department has a time-sensitive need for increased use of the City of De Pere SQL Database server. The circumstances were not known at the time the budget was approved. The cost of the server licensing would be \$4,631. The attached memo explains in greater detail.

The Finance/Personnel Committee voted unanimously to amend this item to have funding from the Wisconsin Grant Fund, rather than from unassigned reserves, and forward the recommendation to the Common Council for final approval.

Language added in the attached Memo from the Chief reference grant parameters.

#### ATTACHMENTS:

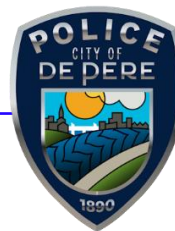
- Request for SQL Server Licensing Amended (PDF)

# DE PERE

## POLICE DEPARTMENT

325 S. Broadway  
De Pere, WI 54115  
920-339-4079

Jeremy A. Muraski  
Chief of Police



To: Finance and Personnel Committee, De Pere City Council

From: Jeremy A. Muraski, Chief of Police

Date: April 3, 2022

Subject: Request for \$4,631 from Wisconsin Grant Funds – SQL Server Licensing

The De Pere Police Department (DPPD) has until now been utilizing a server operated by Brown County to house all of our historical Records Management System (RMS) data as well as our database for all traffic crash reports and traffic citations (TraCs). We were very recently informed that the county will no longer be paying to maintain that old database server and that we need to find a new server to host our databases. They have asked that we move our data off of the server by the end of April.

We currently do have one City of De Pere database server, but it is currently using a basic license for a SQL Server. We met with IT Director Steve Massey and he confirmed that our database server had plenty of “horsepower” and storage capacity to handle moving these two databases to a new home on our City of De Pere server. Unfortunately, in order to do this we would need to upgrade the software license that we have from a basic SQL Server license to an “Enterprise” level license. This comes with a cost of \$4,631.

This enterprise license would need to be periodically renewed at a recommended interval of 3-5 years at a similar cost, however, those costs could be accounted for in future ongoing budget requests. Because this cost was unknown when the 2022 budget was created and approved, and because we need to move the data quickly to ensure continuity of operations, I am requesting \$4,631 from undesignated reserves. The ability to write crash reports and traffic citations are both mission-critical applications that we use on a daily basis, so I am hopeful this request could be approved by the finance committee and the full city council in the near future.

Thank you for your time and consideration.

Jeremy A. Muraski, Chief of Police



### Amended from Finance Committee Meeting

Since the meeting, I have been trying to get guidance from the state on how exactly the funding mechanism for this allocation will work. There are two possibilities. In the first, the city would receive the allocation for the full grant amount. In the second, the process would require us to spend city money, and then be reimbursed from the allocation. Since this guidance has not been given, I am therefore requesting authorization to spend the grant money directly from the grant or to spend the money from undesignated reserves to be reimbursed by the grant if that would be required.



## City of De Pere, Wisconsin

### Request For Common Council Action

**MEETING DATE:** April 19, 2022

**DEPARTMENT:** Parks, Recreation & Forestry

**FROM:** Marty Kosobucki

**SUBJECT:** Recommendation from the Finance/Personnel Committee to Approve the Following Changes to Adult Basketball League Program:

**Note: The Finance/Personnel Committee voted unanimously to approve the recommended changes to the Adult Basketball League at its meeting on April 12. The Committee chose to vote on all three individual recommendations (A-C) together as one item.**

The Board of Park Commissioners, at the March 17, 2022 meeting approved the following changes to the Adult Basketball League: to provide a combination of an officiated league with a team fee of \$550 and a non-officiated league with no team fee, and player fees would remain the same; increase the wages paid from \$30 to \$40 per game for non-WIAA certified officials and from \$35 to \$45 per game for WIAA certified officials; and to add a position as court supervisor at a rate of \$16 per game to work at the non-officiated games to ensure play remains in control. The motion passed unanimously with a 6-0 vote.

#### ATTACHMENTS:

- Park Board Memo - Proposed Basketball Changes (DOCX)
- Finance Memo. Adult Basketball (DOCX)

# CITY OF DE PERE MEMO



To: Board of Park Commissioners  
 From: Angela George  
 Date: March 10, 2022  
 RE: Adult Basketball League – Proposed Changes

This past year, our department had to make the unpopular choice to offer “un-officiated” basketball leagues because we simply did not have enough officials to offer one league, let alone seven leagues. When making this decision, we refunded teams \$200 of their team fee, that were interested in playing in this un-officiated format. Shortly after the first of the year, staff began an investigative process to determine how the league participants would like to continue this long-standing league. While we had several teams/individuals indicate they like the un-officiated leagues, the majority of the feedback was that people were willing to pay “whatever they had to, in order to have officiated leagues”. So, after our analysis, we have provided options to consider in moving forward with our Adult Basketball League. These should not necessarily be considered the only options, as we are more than welcome to have other ideas considered.

| Option | Team Fee    | Resident Player Fee | Non - Res Player Fee | Officials Wage | Other Wages                                                                      | Projected Revenue | Projected Expense |
|--------|-------------|---------------------|----------------------|----------------|----------------------------------------------------------------------------------|-------------------|-------------------|
| 1      | \$242       | \$39                | \$59                 | \$30 / \$35    | Site Supervisor - \$18/hr<br>Scorekeeper - \$14/ga                               | \$28,686          | \$29,632          |
| 2      | \$0         | \$39                | \$59                 | -              | Site Supervisor - \$18/hr<br>Court Supervisor - \$16/ga<br>Scorekeeper - \$14/ga | \$18,522          | \$13,380          |
| 3      | \$600       | \$39                | \$59                 | \$40 / \$45    | Site Supervisor - \$18/hr<br>Scorekeeper - \$14/ga                               | \$43,722          | \$41,417          |
| 4      | \$0 / \$550 | \$39                | \$59                 | \$40 / \$45    | Site Supervisor - \$18/hr<br>Court Supervisor - \$16/ga<br>Scorekeeper - \$14/ga | \$31,722          | \$28,213          |

Option 1 – The league format we originally tried to offer - all leagues are officiated. This did not work as we were unable to find officials for the wages we were paying and was difficult to find other staff; projected loss at the current team fee.

Option 2 – Provides all leagues as non-officiated, similar as to how it was offered this past season.

Option 3 – Includes hiring officials for all leagues at a wage we believe would attract enough staff and the team fee to cover expenses.

Options 4– Provides a combination of officiated leagues with team fee at \$550 and non-officiated leagues with a team fee of \$0 (currently based on 4 officiated and 3 non-officiated leagues); provides wages that we believe will attract enough officials and staff.

**Staff Recommendation:** Staff recommends offering a blended league as in Option 4. We know the majority of participants would like to have officiated leagues and are willing to pay for whatever the cost is; however, we also know there is a smaller group of people/participants that appreciate and would like to see the non-officiated leagues offered again. If your recommendation is anything other than Option 1, it shall be forwarded to the Common Council for consideration as it will involve a change in fees and possibly wages.

# CITY OF DE PERE

## MEMO



To: Finance Committee  
 From: Marty Kosobucki, Parks, Recreation & Forestry Director  
 Shannon Metzler, Human Resources Director  
 Date: April 12, 2022  
 RE: Recommendation to change fees and wages related to Adult Basketball League

The Board of Park Commissioners is recommending a change in wages and fees related to the Adult Basketball League. The request is for the following:

- Change the wages for officials from \$30/\$35 per game (non WIAA Certified/WIAA Certified) to \$40/\$45 per game (non WIAA Certified/WIAA Certified).
- Change the Team Fee from \$242 Team Fee to \$0 Team Fee for Un-officiated Leagues and \$550 Team Fee for Officiated Leagues.
- Create a new position called Court Monitor at the wage of \$16/game.

### Summary:

Last year the department had to cancel all Officiated Leagues as we did not have enough officials to run the league. With the short notice, we improvised the league and made them all un-officiated leagues just so people would have the opportunity to play.

During the season, staff surveyed and met with team managers related to the future of the league. Through that research we uncovered a majority of the managers wanted to have “officiated” leagues back, and were willing to pay “whatever they had to pay”. There was a significant amount (but still in the minority) of team managers that indicated they like the “un-officiated” format and would like it to stay.

Staff researched as best we could the reasons why we were unable to find officials. While there are a complexity of reasons, we found the main reason to be the wage. Currently, the City is paying \$30/\$35 per game. This is consistent with what the youth leagues pay on weekends. However, the difference is, most youth leagues pay their officials in cash and the intensity of the game is drastically different compared to an Adult Basketball League game. Simply put, anyone that officiates can work plenty of hours for cash on the weekends and it is an easier gig. I personally spoke with some officials and a person that is charge of scheduling officials. It was indicated to me, in order to entice officials to work for our Adult Basketball League, the wage needs to be significantly higher than what the youth basketball leagues pay.

While doing research with our managers, we uncovered there was a fair amount of teams that liked the un-officiated leagues. However, one of the main concerns that managers referenced in the un-officiated leagues was the ability for the game to get out of hand due to a couple of players not calling fouls. For this reason, we believe it would be imperative to have a court monitor along with the score-keeper to monitor the game. A court monitor’s role would not be to call fouls, but to; monitor the game, step in

when needed when a confrontation occurs, settle court disputes quickly, ensure the game maintains a level of maturity and professionalism, ensure the game moves along in a timely manner, and step in when necessary when a player is out of line. While we have a Basketball Supervisor in the building, they are not able to monitor each game as they are in charge of the entire facility. This is necessary as our leagues are housed in the West De Pere and De Pere Schools.

The proposed team fees are a product of analyzing the expenses versus revenues. While no team fee would be charged for Un-Officiated Leagues, the individual player fees are expected to cover our costs related to the scorekeeper and court monitor. The team fee for the Officiated Leagues is a product of raising our wages for all staff and the substantial increase in wages for officials.



**City of De Pere, Wisconsin**

**Request For Common Council Action**

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**MEETING DATE:** April 19, 2022

**DEPARTMENT:** Parks, Recreation & Forestry

**FROM:** Marty Kosobucki

**SUBJECT:** A. Provide a combination of officiated leagues with a team fee of \$550.00 and non-officiated leagues with no team fee (no change to player fees).

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City of De Pere, Wisconsin

**Request For Common Council Action**

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**MEETING DATE:** April 19, 2022

**DEPARTMENT:** Parks, Recreation & Forestry

**FROM:** Marty Kosobucki

**SUBJECT:** B. Increase wages from \$30 to \$40 per game for non-WIAA certified officials and from \$35 to \$45 per game for WIAA certified officials.

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City of De Pere, Wisconsin

**Request For Common Council Action**

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**MEETING DATE:** April 19, 2022

**DEPARTMENT:** Parks, Recreation & Forestry

**FROM:** Marty Kosobucki

**SUBJECT:** C. Add a Court Supervisor position with a wage of \$16 per game to supervise non-officiated games.

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City of De Pere, Wisconsin

**Request For Common Council Action**

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**MEETING DATE:** April 19, 2022

**DEPARTMENT:** Board of Public Works

**FROM:** Scott Thoresen

**SUBJECT:** Recommendation from the Board of Public Works to Award Contract 22-01 Sewer and Water Relay and Street Resurfacing to Jossart Brothers, Inc. in the amount of \$2,989,071.50.

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The Board of Public Works at the April 11, 2022 meeting approved award of Contract 22-01 Sewer and Water Relay and Street Resurfacing to Jossart Brothers Inc. in the amount of \$2,989,071.50 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

**ATTACHMENTS:**

- 2022 0411 CI\_BOPW\_Award\_22-01 (PDF)
- 2022 0307 CI\_BOPW\_Award\_22-06 (PDF)
- 2022 0407 CE\_Project 22-01\_Bid Tab (PDF)

# CITY OF DE PERE MEMO



To: Honorable Mayor Boyd  
Members of the Board of Public Works

From: Eric P. Rakers, P.E., City Engineer

Date: April 11, 2022

RE: **Consideration and possible action on award of Contract 22-01 Sewer and Water Relay and Street Resurfacing\***

The Engineering Department received bids on Project 22-01 Sewer and Water Relay and Street Resurfacing on April 7, 2022. This project involves relaying water main at various locations around the City due to the deteriorated condition, relaying sanitary laterals, and the addition of storm sewer. The streets will be milled and resurfaced or pulverized and paved. The bids received are as follows:

| Contractor                | Amount         |
|---------------------------|----------------|
| Jossart Brothers, Inc.    | \$2,989,071.50 |
| David Tenor Corporation   | \$3,038,867.70 |
| Advance Construction Inc. | \$3,101,808.50 |
| Feaker & Sons Co. Inc.    | \$3,192,980.50 |
| Dorner Inc.               | \$3,231,817.00 |
| Kruczek Construction Inc. | \$3,250,000.00 |
| PTS Contractors, Inc.     | \$3,354,000.00 |
| De Groot, Inc.            | \$3,593,717.85 |

Project 22-01 is presenting several challenges from construction timing to budget. First, just prior to advertising this project, we contacted material suppliers and found out that valves are 20 weeks out from the order date. This significantly impacts when the project might start, potentially pushing the date back to September. With this amount of lead time for valves and other ductile iron fittings, realistically completing the project in 2022 will be very challenging and could result in streets not being paved by winter. Knowing this, the contract completion was extended back to July 31, 2023. For interim dates, if the contractor starts the construction on a street in 2022 it needs to be completed by November 1, 2022.

Next, the cost for the project is higher than allocated which is due to additional work being performed and materials cost. The amount of work being completed on Sixth and Seventh Street is higher than anticipated. We planned spot curb and gutter repairs, milling, and resurfacing the streets. Due to the condition of the curb in the middle section of Seventh and on Sixth, particularly from the intersection of Seventh and south around the curve, we are replacing large sections. Next, based on the existing cracking in the asphalt and some areas where the base appears poor, we will likely experience more significant pavement deterioration during construction. Rather than milling, we are pulverizing Sixth and Seventh Street where the contractor blends the asphalt and base by grinding in place. After grinding, four inches of material will be removed and 4 inches of asphalt replaced.

The other component to the project cost is higher material costs. A few examples of some of the items with significant increases from last year are as follows:

| Item                          | 2021 Cost       | 2022 Cost       |
|-------------------------------|-----------------|-----------------|
| 16" Butterfly Valves          | \$3,778.00/Each | \$7,000.00/Each |
| 8" Butterfly Valves           | \$1,976.00/Each | \$3,000.00/Each |
| Hydrant Bury (6.5')           | \$4,441.00/Each | \$5,450.00/Each |
| Asphalt Surface Course (1 ¾") | \$68.90/Ton     | \$81.50/Ton     |
| Asphalt Binder Course (2 ¼")  | \$76.00/Ton     | \$80.50/Ton     |

The allocated funding amount from the capital improvement budget is as follows:

- Street Management (Taxes and General Obligation Debt): \$620,000.00.  
(Note that this amount includes \$80,000 allocated to Project 22-06 (see attached memo) from the last Board Meeting that will not be used on that project.)
- Sewerage Utility Fund: \$ 350,000.00
- Water Utility Fund: \$1,045,000.00.  
(The water main cost based on the bid is \$1,341,885.00.)
- Storm Water Utility: \$ 705,000.00
- Parks Department: \$ 8,000.00

Two discussion items for the Board.

- (1) The street costs are coming in higher than allocated for this project (approximately \$200,000). Staff recommends keeping the streets in this project as there are significant drainage issues. To address the additional costs, staff can scale back the resurfacing streets under Project 22-07 or bond for additional funds for resurfacing.
- (2) The water main costs are higher than budgeted for this project (approximately \$300,000). There are two options for the water budget which are:
  - a. Eliminate the water main relay on Ridgeway Boulevard.
  - b. In discussing with the contractor, some of this work will be carried over to 2023. Funding from the 2023 water utility budget could be used to fund the remainder of the project. This will reduce the amount of water relay in 2023 on other streets.

Staff's recommendation is to accept the bid from Jossart Brothers, Inc. in the amount of \$2,989,071.50 regardless of which options above are chosen.

**Attachments:**

2022 0407 CE Project 22-01 Bid Tabulation (PDF)

# CITY OF DE PERE MEMO



To: Honorable Mayor Boyd  
Members of the Board of Public Works

From: Eric P. Rakers, P.E., City Engineer

Date: March 7, 2022

RE: **Consideration and possible action on award of Contract 22-06 Concrete Street Repairs\***

The Engineering Department received bids on Project 22-06 Concrete Street Repairs on March 3, 2022. This project involves colored concrete sealing, concrete street rehabilitation on Fort Howard Avenue, spot concrete street repairs throughout the City and reconstructing part of the West Side Fire Station parking lot. The bids received are as follows:

| Contractor                         | Amount       |
|------------------------------------|--------------|
| Zenith Tech Inc                    | \$369,637.42 |
| Vinton Construction Co.            | \$403,410.70 |
| Sommers Construction Company, Inc. | \$511,119.75 |

The allocated amount from the capital improvement budget is \$456,000. Funding will be as follows:

- General Obligation Debt for Street Maintenance \$400,000
- Fire Department \$ 40,000
- Water Utility \$ 6,000

The West Side Fire Stations part of the project is slightly over budget at \$43,537.85. Staff will work with the Fire Department to identify additional funding or remove from the project.

Staff's recommendation is to accept the bid from Zenith Tech Inc. in the amount of \$369,637.42.

## **Attachments:**

2022 0303 Project 22-06 Bid Tabulation (PDF)



PROJECT 22-01  
SEWER AND WATER RELAY AND STREET RESURFACING

|  |                                                                            |      |       | BIDDER NO. 1           |              | BIDDER NO. 2            |              | BIDDER NO. 3              |              | BIDDER NO. 4         |              | BIDDER NO. 5 |              | BIDDER NO. 6              |              | BIDDER NO. 7         |              | BIDDER NO. 8   |              |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------|------|-------|------------------------|--------------|-------------------------|--------------|---------------------------|--------------|----------------------|--------------|--------------|--------------|---------------------------|--------------|----------------------|--------------|----------------|--------------|
|                                                                                  |                                                                            |      |       | Jossart Brothers, Inc. |              | David Tenor Corporation |              | Advance Construction Inc. |              | Feaker & Sons Co Inc |              | Dorner Inc.  |              | Kruczek Construction Inc. |              | PTS Contractors, Inc |              | De Groot, Inc. |              |
| ITEM                                                                             | DESCRIPTION                                                                | UNIT | QTY   | UNIT PRICE             | BID AMOUNT   | UNIT PRICE              | BID AMOUNT   | UNIT PRICE                | BID AMOUNT   | UNIT PRICE           | BID AMOUNT   | UNIT PRICE   | BID AMOUNT   | UNIT PRICE                | BID AMOUNT   | UNIT PRICE           | BID AMOUNT   | UNIT PRICE     | BID AMOUNT   |
| SANITARY SEWER                                                                   |                                                                            |      |       |                        |              |                         |              |                           |              |                      |              |              |              |                           |              |                      |              |                |              |
| SS-01                                                                            | Remove and Relay 6" or 4" PVC Sanitary Lateral                             | LF   | 2,570 | \$90.00                | \$231,300.00 | \$85.00                 | \$218,450.00 | \$104.00                  | \$267,280.00 | \$92.00              | \$236,440.00 | \$103.00     | \$264,710.00 | \$109.00                  | \$280,130.00 | \$118.00             | \$303,260.00 | \$95.52        | \$245,486.40 |
| SS-02                                                                            | Provide 6" or 4" Saddle to Existing Sanitary Sewer                         | EA   | 46    | \$250.00               | \$11,500.00  | \$375.00                | \$17,250.00  | \$1,613.00                | \$74,198.00  | \$750.00             | \$34,500.00  | \$1,000.00   | \$46,000.00  | \$295.00                  | \$13,570.00  | \$1,095.00           | \$50,370.00  | \$2,728.69     | \$125,519.74 |
| SS-03                                                                            | Remove and Replace 4' Diameter Sanitary Sewer Manhole                      | VF   | 10    | \$450.00               | \$4,500.00   | \$645.00                | \$6,450.00   | \$482.00                  | \$4,820.00   | \$650.00             | \$6,500.00   | \$475.00     | \$4,750.00   | \$490.00                  | \$4,900.00   | \$590.00             | \$5,900.00   | \$647.34       | \$6,473.40   |
| SS-04                                                                            | Provide 4' Diameter Sanitary Sewer Manhole on Clay Street                  | LS   | 1     | \$7,000.00             | \$7,000.00   | \$6,200.00              | \$6,200.00   | \$6,200.00                | \$6,200.00   | \$6,100.00           | \$6,100.00   | \$6,758.00   | \$6,758.00   | \$4,600.00                | \$4,600.00   | \$7,500.00           | \$7,500.00   | \$7,118.41     | \$7,118.41   |
| SS-05                                                                            | Connect to Existing Sanitary Sewer Pipe                                    | EA   | 1     | \$750.00               | \$750.00     | \$600.00                | \$600.00     | \$296.00                  | \$296.00     | \$1,500.00           | \$1,500.00   | \$758.00     | \$758.00     | \$550.00                  | \$550.00     | \$1,270.00           | \$1,270.00   | \$3,585.50     | \$3,585.50   |
| SS-06                                                                            | Connect to Existing PVC Sanitary Sewer Lateral (East and West St. Francis) | EA   | 35    | \$250.00               | \$8,750.00   | \$310.00                | \$10,850.00  | \$260.00                  | \$9,100.00   | \$470.00             | \$16,450.00  | \$1,325.00   | \$46,375.00  | \$210.00                  | \$7,350.00   | \$337.00             | \$11,795.00  | \$2,080.60     | \$72,821.00  |
| SS-07                                                                            | Remove Protruding Sanitary Lateral (1020 Jordan Road)                      | LS   | 1     | \$3,000.00             | \$3,000.00   | \$1,650.00              | \$1,650.00   | \$2,500.00                | \$2,500.00   | \$2,000.00           | \$2,000.00   | \$2,309.00   | \$2,309.00   | \$1,550.00                | \$1,550.00   | \$1,800.00           | \$1,800.00   | \$3,535.00     | \$3,535.00   |
| SS-08                                                                            | Televise Sanitary Lateral                                                  | EA   | 8     | \$200.00               | \$1,600.00   | \$120.00                | \$960.00     | \$110.00                  | \$880.00     | \$160.00             | \$1,280.00   | \$162.00     | \$1,296.00   | \$127.00                  | \$1,016.00   | \$160.00             | \$1,280.00   | \$353.50       | \$2,828.00   |
| STORM SEWER                                                                      |                                                                            |      |       |                        |              |                         |              |                           |              |                      |              |              |              |                           |              |                      |              |                |              |
| ST-01                                                                            | Remove and Relay 18" PVC, RCP Class III, or PP Storm Sewer                 | LF   | 155   | \$81.00                | \$12,555.00  | \$80.00                 | \$12,400.00  | \$80.50                   | \$12,477.50  | \$90.00              | \$13,950.00  | \$82.00      | \$12,710.00  | \$84.00                   | \$13,020.00  | \$96.00              | \$14,880.00  | \$82.14        | \$12,731.70  |
| ST-02                                                                            | Provide 18" PVC, RCP Class III, or PP Storm Sewer                          | LF   | 130   | \$80.00                | \$10,400.00  | \$80.00                 | \$10,400.00  | \$79.00                   | \$10,270.00  | \$88.00              | \$11,440.00  | \$80.00      | \$10,400.00  | \$79.50                   | \$10,335.00  | \$96.00              | \$12,480.00  | \$83.83        | \$10,897.90  |
| ST-03                                                                            | Provide 15" PVC, RCP Class III, or PP Storm Sewer                          | LF   | 815   | \$70.00                | \$57,050.00  | \$81.00                 | \$66,015.00  | \$77.00                   | \$62,755.00  | \$79.00              | \$64,385.00  | \$73.00      | \$59,495.00  | \$70.00                   | \$57,050.00  | \$89.00              | \$72,535.00  | \$75.03        | \$61,149.45  |
| ST-04                                                                            | Remove and Relay 12" PVC or RCP Class III Storm Sewer                      | LF   | 315   | \$67.00                | \$21,105.00  | \$78.00                 | \$24,570.00  | \$75.50                   | \$23,782.50  | \$78.00              | \$24,570.00  | \$89.00      | \$28,035.00  | \$72.75                   | \$22,916.25  | \$103.00             | \$32,445.00  | \$69.59        | \$21,920.85  |
| ST-05                                                                            | Provide 12" PVC, RCP Class III, or PP Storm Sewer                          | LF   | 1,650 | \$67.00                | \$110,550.00 | \$77.00                 | \$127,050.00 | \$74.00                   | \$122,100.00 | \$74.00              | \$122,100.00 | \$72.00      | \$118,800.00 | \$63.25                   | \$104,362.50 | \$86.00              | \$141,900.00 | \$68.42        | \$112,893.00 |
| ST-06                                                                            | Provide 8" PVC Storm Sewer                                                 | LF   | 1,025 | \$64.00                | \$65,600.00  | \$70.00                 | \$71,750.00  | \$57.00                   | \$58,425.00  | \$71.00              | \$72,775.00  | \$60.00      | \$61,500.00  | \$53.50                   | \$54,837.50  | \$75.00              | \$76,875.00  | \$60.38        | \$61,889.50  |
| ST-07                                                                            | Provide 6" PVC Storm Sewer Offset at Legion Pool                           | LS   | 1     | \$3,000.00             | \$3,000.00   | \$1,700.00              | \$1,700.00   | \$2,222.00                | \$2,222.00   | \$3,330.00           | \$3,330.00   | \$1,806.00   | \$1,806.00   | \$1,500.00                | \$1,500.00   | \$11,000.00          | \$11,000.00  | \$4,040.00     | \$4,040.00   |
| ST-08                                                                            | Provide 6" PVC Storm Sewer Lateral                                         | LF   | 1,980 | \$62.00                | \$122,760.00 | \$54.00                 | \$106,920.00 | \$52.00                   | \$102,960.00 | \$60.00              | \$118,800.00 | \$55.00      | \$108,900.00 | \$212.40                  | \$420,552.00 | \$81.00              | \$160,380.00 | \$63.80        | \$126,324.00 |
| ST-09                                                                            | Provide 18"X6" Storm Branch or Inserta Tee                                 | EA   | 5     | \$250.00               | \$1,250.00   | \$500.00                | \$2,500.00   | \$215.00                  | \$1,075.00   | \$300.00             | \$1,500.00   | \$395.00     | \$1,975.00   | \$190.00                  | \$950.00     | \$350.00             | \$1,750.00   | \$557.52       | \$2,787.60   |
| ST-10                                                                            | Provide 15"X6" Storm Branch or Inserta Tee                                 | EA   | 12    | \$250.00               | \$3,000.00   | \$500.00                | \$6,000.00   | \$215.00                  | \$2,580.00   | \$300.00             | \$3,600.00   | \$395.00     | \$4,740.00   | \$190.00                  | \$2,280.00   | \$350.00             | \$4,200.00   | \$557.52       | \$6,690.24   |
| ST-11                                                                            | Provide 12"X6" Storm Branch or Inserta Tee                                 | EA   | 14    | \$250.00               | \$3,500.00   | \$500.00                | \$7,000.00   | \$215.00                  | \$3,010.00   | \$300.00             | \$4,200.00   | \$395.00     | \$5,530.00   | \$190.00                  | \$2,660.00   | \$350.00             | \$4,900.00   | \$557.52       | \$7,805.28   |
| ST-12                                                                            | Provide 8"X6" Storm Branch or Inserta Tee                                  | EA   | 18    | \$200.00               | \$3,600.00   | \$200.00                | \$3,600.00   | \$90.00                   | \$1,620.00   | \$225.00             | \$4,050.00   | \$239.00     | \$4,302.00   | \$100.00                  | \$1,800.00   | \$295.00             | \$5,310.00   | \$500.85       | \$9,015.30   |
| ST-13                                                                            | Provide Lateral Connection to Existing Storm Sewer                         | EA   | 5     | \$200.00               | \$1,000.00   | \$250.00                | \$1,250.00   | \$215.00                  | \$1,075.00   | \$300.00             | \$1,500.00   | \$916.00     | \$4,580.00   | \$375.00                  | \$1,875.00   | \$385.00             | \$1,925.00   | \$808.00       | \$4,040.00   |
| ST-14                                                                            | Remove and Replace 5' Diameter Storm Manhole                               | VF   | 5.5   | \$825.00               | \$4,537.50   | \$895.00                | \$4,922.50   | \$1,117.00                | \$6,143.50   | \$950.00             | \$5,225.00   | \$891.00     | \$4,900.50   | \$560.00                  | \$3,080.00   | \$950.00             | \$5,225.00   | \$1,109.61     | \$6,102.86   |
| ST-15                                                                            | Remove and Replace 4' Diameter Storm Manhole                               | VF   | 16    | \$600.00               | \$9,600.00   | \$710.00                | \$11,360.00  | \$691.00                  | \$11,056.00  | \$725.00             | \$11,600.00  | \$676.00     | \$10,816.00  | \$615.00                  | \$9,840.00   | \$690.00             | \$11,040.00  | \$828.50       | \$13,256.00  |
| ST-16                                                                            | Provide 5' Diameter Storm Manhole (Construct Over Existing - Doghouse)     | VF   | 11.5  | \$825.00               | \$9,487.50   | \$995.00                | \$11,442.50  | \$1,086.00                | \$12,489.00  | \$1,000.00           | \$11,500.00  | \$1,160.00   | \$13,340.00  | \$715.00                  | \$8,222.50   | \$1,180.00           | \$13,570.00  | \$1,086.41     | \$12,493.72  |
| ST-17                                                                            | Provide 4' Diameter Storm Manhole                                          | VF   | 93    | \$600.00               | \$55,800.00  | \$710.00                | \$66,030.00  | \$590.00                  | \$54,870.00  | \$700.00             | \$65,100.00  | \$710.00     | \$66,030.00  | \$685.00                  | \$63,705.00  | \$645.00             | \$59,985.00  | \$940.56       | \$87,472.08  |
| ST-18                                                                            | Remove and Replace Type B Inlet                                            | EA   | 7     | \$2,850.00             | \$19,950.00  | \$3,300.00              | \$23,100.00  | \$3,788.00                | \$26,516.00  | \$3,000.00           | \$21,000.00  | \$2,722.00   | \$19,054.00  | \$2,900.00                | \$20,300.00  | \$3,200.00           | \$22,400.00  | \$2,904.66     | \$20,332.62  |
| ST-19                                                                            | Remove and Replace Type B Catch Basin                                      | EA   | 2     | \$2,850.00             | \$5,700.00   | \$3,200.00              | \$6,400.00   | \$3,888.00                | \$7,776.00   | \$3,185.00           | \$6,370.00   | \$2,751.00   | \$5,502.00   | \$3,200.00                | \$6,400.00   | \$2,900.00           | \$5,800.00   | \$2,828.00     | \$5,656.00   |
| ST-20                                                                            | Provide Type A Field Inlet (Merrill Street Reservoir)                      | EA   | 1     | \$4,000.00             | \$4,000.00   | \$2,675.00              | \$2,675.00   | \$3,668.00                | \$3,668.00   | \$3,210.00           | \$3,210.00   | \$3,859.00   | \$3,859.00   | \$2,600.00                | \$2,600.00   | \$5,400.00           | \$5,400.00   | \$4,040.00     | \$4,040.00   |
| ST-21                                                                            | Provide Type B Catch Basin                                                 | EA   | 9     | \$2,650.00             | \$23,850.00  | \$3,200.00              | \$28,800.00  | \$3,488.00                | \$31,392.00  | \$2,900.00           | \$26,100.00  | \$2,727.00   | \$24,543.00  | \$3,100.00                | \$27,900.00  | \$2,900.00           | \$26,100.00  | \$2,777.50     | \$24,997.50  |
| ST-22                                                                            | Provide Type B Inlet                                                       | EA   | 9     | \$2,650.00             | \$23,850.00  | \$3,300.00              | \$29,700.00  | \$3,488.00                | \$31,392.00  | \$3,085.00           | \$27,765.00  | \$2,698.00   | \$24,282.00  | \$2,800.00                | \$25,200.00  | \$2,800.00           | \$25,200.00  | \$2,777.50     | \$24,997.50  |
| ST-23                                                                            | Provide Type B Inlet (Franklin and Washington)                             | EA   | 1     | \$4,500.00             | \$4,500.00   | \$3,550.00              | \$3,550.00   | \$4,488.00                | \$4,488.00   | \$3,500.00           | \$3,500.00   | \$4,113.00   | \$4,113.00   | \$3,000.00                | \$3,000.00   | \$3,050.00           | \$3,050.00   | \$3,535.00     | \$3,535.00   |
| ST-24                                                                            | Connect to Existing Structure                                              | EA   | 11    | \$750.00               | \$8,250.00   | \$950.00                | \$10,450.00  | \$500.00                  | \$5,500.00   | \$1,500.00</         |              |              |              |                           |              |                      |              |                |              |



PROJECT 22-01  
SEWER AND WATER RELAY AND STREET RESURFACING

|                      |                                                                                                                                       |      |       | BIDDER NO. 1           |              | BIDDER NO. 2            |              | BIDDER NO. 3              |              | BIDDER NO. 4         |              | BIDDER NO. 5   |              | BIDDER NO. 6              |              | BIDDER NO. 7         |              | BIDDER NO. 8   |              |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------|------|-------|------------------------|--------------|-------------------------|--------------|---------------------------|--------------|----------------------|--------------|----------------|--------------|---------------------------|--------------|----------------------|--------------|----------------|--------------|
|                      |                                                                                                                                       |      |       | Jossart Brothers, Inc. |              | David Tenor Corporation |              | Advance Construction Inc. |              | Feaker & Sons Co Inc |              | Dorner Inc.    |              | Kruczek Construction Inc. |              | PTS Contractors, Inc |              | De Groot, Inc. |              |
| ITEM                 | DESCRIPTION                                                                                                                           | UNIT | QTY   | UNIT PRICE             | BID AMOUNT   | UNIT PRICE              | BID AMOUNT   | UNIT PRICE                | BID AMOUNT   | UNIT PRICE           | BID AMOUNT   | UNIT PRICE     | BID AMOUNT   | UNIT PRICE                | BID AMOUNT   | UNIT PRICE           | BID AMOUNT   | UNIT PRICE     | BID AMOUNT   |
| W-15                 | Provide Hydrant 11' Bury                                                                                                              | EA   | 1     | \$6,350.00             | \$6,350.00   | \$6,600.00              | \$6,600.00   | \$6,921.00                | \$6,921.00   | \$6,500.00           | \$6,500.00   | \$7,148.00     | \$7,148.00   | \$6,550.00                | \$6,550.00   | \$6,425.00           | \$6,425.00   | \$7,365.93     | \$7,365.93   |
| W-16                 | Provide Hydrant 6.5' Bury                                                                                                             | EA   | 12    | \$5,450.00             | \$65,400.00  | \$5,375.00              | \$64,500.00  | \$5,221.00                | \$62,652.00  | \$5,350.00           | \$64,200.00  | \$6,009.00     | \$72,108.00  | \$5,530.00                | \$66,360.00  | \$5,400.00           | \$64,800.00  | \$5,911.53     | \$70,938.36  |
| W-17                 | Provide 6" PVC Hydrant Lead                                                                                                           | LF   | 205   | \$80.00                | \$16,400.00  | \$68.00                 | \$13,940.00  | \$87.00                   | \$17,835.00  | \$80.00              | \$16,400.00  | \$93.00        | \$19,065.00  | \$90.00                   | \$18,450.00  | \$96.00              | \$19,680.00  | \$65.58        | \$13,443.90  |
| W-18                 | Provide 8" Water Main 1/2 Offset                                                                                                      | EA   | 1     | \$2,000.00             | \$2,000.00   | \$2,850.00              | \$2,850.00   | \$3,238.00                | \$3,238.00   | \$2,400.00           | \$2,400.00   | \$3,385.00     | \$3,385.00   | \$2,500.00                | \$2,500.00   | \$2,960.00           | \$2,960.00   | \$5,177.26     | \$5,177.26   |
| W-19                 | Provide 6" Water Main 1/2 Offset                                                                                                      | EA   | 4     | \$1,500.00             | \$6,000.00   | \$2,300.00              | \$9,200.00   | \$2,526.00                | \$10,104.00  | \$2,200.00           | \$8,800.00   | \$2,487.00     | \$9,948.00   | \$2,100.00                | \$8,400.00   | \$4,320.00           | \$17,280.00  | \$4,217.26     | \$16,869.04  |
| W-20                 | Abandon/Remove Water Main and Appurtenances                                                                                           | LS   | 1     | \$15,000.00            | \$15,000.00  | \$42,500.00             | \$42,500.00  | \$6,500.00                | \$6,500.00   | \$28,000.00          | \$28,000.00  | \$14,259.00    | \$14,259.00  | \$29,113.75               | \$29,113.75  | \$15,120.00          | \$15,120.00  | \$18,685.00    | \$18,685.00  |
| STREET AND DRAINAGE  |                                                                                                                                       |      |       |                        |              |                         |              |                           |              |                      |              |                |              |                           |              |                      |              |                |              |
| SD-01                | Clearing and Grubbing                                                                                                                 | ID   | 80    | \$47.25                | \$3,780.00   | \$46.50                 | \$3,720.00   | \$45.00                   | \$3,600.00   | \$46.00              | \$3,680.00   | \$47.00        | \$3,760.00   | \$40.00                   | \$3,200.00   | \$61.00              | \$4,880.00   | \$50.50        | \$4,040.00   |
| SD-02                | Provide Excavation Below Subgrade                                                                                                     | CY   | 200   | \$35.00                | \$7,000.00   | \$35.00                 | \$7,000.00   | \$35.00                   | \$7,000.00   | \$15.00              | \$3,000.00   | \$26.00        | \$5,200.00   | \$23.00                   | \$4,600.00   | \$34.00              | \$6,800.00   | \$25.25        | \$5,050.00   |
| SD-03                | Pulverize Asphaltic Concrete Pavement and Aggregate (10-inch Depth) and Remove top 4 inches of Material (S. Sixth St & S. Seventh St) | SY   | 9,610 | \$2.85                 | \$27,388.50  | \$2.78                  | \$26,715.80  | \$1.85                    | \$17,778.50  | \$2.75               | \$26,427.50  | \$2.80         | \$26,908.00  | \$2.85                    | \$27,388.50  | \$2.80               | \$26,908.00  | \$3.03         | \$29,118.30  |
| SD-04                | Mill Asphaltic Concrete Pavement                                                                                                      | SY   | 5,750 | \$3.20                 | \$18,400.00  | \$3.20                  | \$18,400.00  | \$3.10                    | \$17,825.00  | \$3.15               | \$18,112.50  | \$3.20         | \$18,400.00  | \$3.15                    | \$18,112.50  | \$3.20               | \$18,400.00  | \$3.22         | \$18,515.00  |
| SD-05                | Provide 1 1/4" Crushed Aggregate Base Course                                                                                          | TON  | 100   | \$15.00                | \$1,500.00   | \$18.80                 | \$1,880.00   | \$13.80                   | \$1,380.00   | \$15.00              | \$1,500.00   | \$18.00        | \$1,800.00   | \$17.00                   | \$1,700.00   | \$17.50              | \$1,750.00   | \$17.17        | \$1,717.00   |
| SD-06                | Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1 3/4" Upper Layer                                                             | TON  | 1,020 | \$81.50                | \$83,130.00  | \$81.42                 | \$83,048.40  | \$79.05                   | \$80,631.00  | \$80.65              | \$82,263.00  | \$82.60        | \$84,252.00  | \$81.00                   | \$82,620.00  | \$81.00              | \$82,620.00  | \$83.83        | \$85,506.60  |
| SD-07                | Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer                                                             | TON  | 1,300 | \$79.50                | \$103,350.00 | \$79.41                 | \$103,233.00 | \$77.10                   | \$100,230.00 | \$78.65              | \$102,245.00 | \$80.60        | \$104,780.00 | \$8.20                    | \$10,660.00  | \$79.00              | \$102,700.00 | \$81.77        | \$106,301.00 |
| SD-08                | Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 2" Overlay or Upper Layer                                                      | TON  | 700   | \$81.75                | \$57,225.00  | \$81.68                 | \$57,176.00  | \$79.30                   | \$55,510.00  | \$80.90              | \$56,630.00  | \$82.90        | \$58,030.00  | \$81.00                   | \$56,700.00  | \$81.50              | \$57,050.00  | \$84.10        | \$58,870.00  |
| SD-09                | Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer                                                             | TON  | 400   | \$80.50                | \$32,200.00  | \$80.25                 | \$32,100.00  | \$77.90                   | \$31,160.00  | \$79.45              | \$31,780.00  | \$81.40        | \$32,560.00  | \$82.00                   | \$32,800.00  | \$80.00              | \$32,000.00  | \$82.62        | \$33,048.00  |
| SD-10                | Provide Large Asphalt Patch                                                                                                           | SY   | 200   | \$47.50                | \$9,500.00   | \$47.15                 | \$9,430.00   | \$45.75                   | \$9,150.00   | \$46.65              | \$9,330.00   | \$47.80        | \$9,560.00   | \$48.50                   | \$9,700.00   | \$47.00              | \$9,400.00   | \$55.55        | \$11,110.00  |
| SD-11                | Provide Small Asphalt Patch                                                                                                           | SY   | 20    | \$105.00               | \$2,100.00   | \$105.00                | \$2,100.00   | \$100.00                  | \$2,000.00   | \$102.00             | \$2,040.00   | \$104.60       | \$2,092.00   | \$100.00                  | \$2,000.00   | \$102.00             | \$2,040.00   | \$111.10       | \$2,222.00   |
| SD-12                | Remove and Replace 24" Concrete Curb and Gutter (Hand Form)                                                                           | LF   | 3,615 | \$61.80                | \$223,407.00 | \$62.00                 | \$224,130.00 | \$67.00                   | \$242,205.00 | \$65.00              | \$234,975.00 | \$63.80        | \$230,637.00 | \$63.20                   | \$228,468.00 | \$69.00              | \$249,435.00 | \$78.38        | \$283,343.70 |
| SD-13                | Remove and Replace 24" Concrete Curb and Gutter (Slip Form)                                                                           | LF   | 2,010 | \$17.55                | \$35,275.50  | \$17.55                 | \$35,275.50  | \$24.00                   | \$48,240.00  | \$22.00              | \$44,220.00  | \$18.80        | \$37,788.00  | \$19.40                   | \$38,994.00  | \$26.00              | \$52,260.00  | \$32.34        | \$65,003.40  |
| SD-14                | Remove and Replace 8-Inch Concrete Pavement with Integral Curb                                                                        | SY   | 1,130 | \$100.00               | \$113,000.00 | \$97.85                 | \$110,570.50 | \$100.00                  | \$113,000.00 | \$113.00             | \$127,690.00 | \$102.50       | \$115,825.00 | \$105.50                  | \$119,215.00 | \$101.00             | \$114,130.00 | \$119.94       | \$135,532.20 |
| SD-15                | Remove and Replace 6" Concrete Sidewalk, Ramp, and Driveway                                                                           | SY   | 520   | \$60.50                | \$31,460.00  | \$61.00                 | \$31,720.00  | \$63.00                   | \$32,760.00  | \$76.50              | \$39,780.00  | \$66.50        | \$34,580.00  | \$62.75                   | \$32,630.00  | \$66.00              | \$34,320.00  | \$82.93        | \$43,123.60  |
| SD-16                | Remove and Replace 4" Concrete Sidewalk, Ramp, and Driveway                                                                           | SY   | 700   | \$55.75                | \$39,025.00  | \$56.65                 | \$39,655.00  | \$58.50                   | \$40,950.00  | \$72.00              | \$50,400.00  | \$61.80        | \$43,260.00  | \$61.25                   | \$42,875.00  | \$62.00              | \$43,400.00  | \$78.48        | \$54,936.00  |
| SD-17                | Provide 6" Concrete Sidewalk, Ramp, and Driveway                                                                                      | SY   | 15    | \$60.50                | \$907.50     | \$61.00                 | \$915.00     | \$63.00                   | \$945.00     | \$76.50              | \$1,147.50   | \$66.50        | \$997.50     | \$68.00                   | \$1,020.00   | \$60.00              | \$900.00     | \$83.25        | \$1,248.75   |
| SD-18                | Provide 4" Concrete Sidewalk and Restoration (Merrill Reservoir)                                                                      | LS   | 1     | \$8,250.00             | \$8,250.00   | \$8,500.00              | \$8,500.00   | \$8,000.00                | \$8,000.00   | \$8,000.00           | \$8,000.00   | \$8,364.00     | \$8,364.00   | \$8,000.00                | \$8,000.00   | \$8,225.00           | \$8,225.00   | \$8,585.00     | \$8,585.00   |
| SD-19                | Provide #4 Reinforcement Bars for Curb and Sidewalk                                                                                   | LF   | 5,230 | \$2.10                 | \$10,983.00  | \$2.05                  | \$10,721.50  | \$2.00                    | \$10,460.00  | \$2.00               | \$10,460.00  | \$2.10         | \$10,983.00  | \$2.05                    | \$10,721.50  | \$2.00               | \$10,460.00  | \$2.12         | \$11,087.60  |
| SD-20                | Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)                                                                   | EA   | 1,000 | \$10.50                | \$10,500.00  | \$10.20                 | \$10,200.00  | \$10.00                   | \$10,000.00  | \$10.00              | \$10,000.00  | \$10.50        | \$10,500.00  | \$10.00                   | \$10,000.00  | \$10.00              | \$10,000.00  | \$10.61        | \$10,610.00  |
| SD-21                | Drilled Dowel Bars                                                                                                                    | EA   | 780   | \$14.50                | \$11,310.00  | \$14.40                 | \$11,232.00  | \$14.00                   | \$10,920.00  | \$14.00              | \$10,920.00  | \$14.60        | \$11,388.00  | \$14.25                   | \$11,115.00  | \$14.00              | \$10,920.00  | \$14.85        | \$11,583.00  |
| SD-22                | Drilled Tie Bars (Concrete Pavement)                                                                                                  | EA   | 150   | \$10.50                | \$1,575.00   | \$10.20                 | \$1,530.00   | \$10.00                   | \$1,500.00   | \$10.00              | \$1,500.00   | \$10.50        | \$1,575.00   | \$10.00                   | \$1,500.00   | \$10.00              | \$1,500.00   | \$10.61        | \$1,591.50   |
| SD-23                | Provide Detectable Warning Field (Natural)                                                                                            | EA   | 15    | \$375.00               | \$5,625.00   | \$360.00                | \$5,400.00   | \$350.00                  | \$5,250.00   | \$350.00             | \$5,250.00   | \$366.00       | \$5,490.00   | \$370.00                  | \$5,550.00   | \$360.00             | \$5,400.00   | \$371.18       | \$5,567.70   |
| SD-24                | Salvage and Reset Brick Pavers                                                                                                        | SF   | 10    | \$25.00                | \$250.00     | \$40.00                 | \$400.00     | \$25.00                   | \$250.00     | \$25.00              | \$250.00     | \$42.00        | \$420.00     | \$250.00                  | \$2,500.00   | \$51.00              | \$510.00     | \$50.50        | \$505.00     |
| SD-25                | Traffic Control - Ridgeway Boulevard Lane Closure                                                                                     | LS   | 1     | \$6,000.00             | \$6,000.00   | \$5,200.00              | \$5,200.00   | \$12,800.00               | \$12,800.00  | \$2,860.00           | \$2,860.00   | \$12,546.00    | \$12,546.00  | \$9,000.00                | \$9,000.00   | \$5,350.00           | \$5,350.00   | \$4,040.00     | \$4,040.00   |
| SD-26                | Traffic Control - Ridgeway Boulevard Closure at Webster                                                                               | LS   | 1     | \$4,000.00             | \$4,000.00   | \$3,500.00              | \$3,500.00   | \$11,200.00               | \$11,200.00  | \$1,225.00           | \$1,225.00   | \$2,509.00     | \$2,509.00   | \$1,500.00                | \$1,500.00   | \$3,085.00           | \$3,085.00   | \$8,080.00     | \$8,080.00   |
| SPECIAL CONSTRUCTION |                                                                                                                                       |      |       |                        |              |                         |              |                           |              |                      |              |                |              |                           |              |                      |              |                |              |
| SC-01                | Inlet Protection Type D                                                                                                               | EA   | 52    | \$100.00               | \$5,200.00   | \$90.00                 | \$4,680.00   | \$95.00                   | \$4,940.00   | \$100.00             | \$5,200.00   | \$110.00       | \$5,720.00   | \$95.00                   | \$4,940.00   | \$120.00             | \$6,240.00   | \$151.50       | \$7,878.00   |
| SC-02                | Adjust Inlet                                                                                                                          | EA   | 7     | \$575.00               | \$4,025.00   | \$550.00                | \$3,850.00   | \$350.00                  | \$2,450.00   | \$700.00             | \$4,900.00   | \$575.00       | \$4,025.00   | \$600.00                  | \$4,200.00   | \$565.00             | \$3,955.00   | \$757.50       | \$5,302.50   |
| SC-03                | Adjust Inlet Provide New Casting                                                                                                      | EA   | 3     | \$1,200.00             | \$3,600.00   | \$1,150.00              | \$3,450.00   | \$350.00                  | \$1,050.00   | \$1,325.00           | \$3,975.00   | \$1,157.00     | \$3,471.00   | \$1,000.00                | \$3,000.00   | \$1,385.00           | \$4,155.00   | \$1,313.00     | \$3,939.00   |
| SC-04                | Adjust Manhole Provide New Casting                                                                                                    | EA   | 13    | \$1,500.00             | \$19,500.00  | \$1,350.00              | \$17,550.00  | \$1,084.00                | \$14,092.00  | \$1,400.00           | \$18,200.00  | \$964.00       | \$12,532.00  | \$1,150.00                | \$14,950.00  | \$1,490.00           | \$19,370.00  | \$1,212.00     | \$15,756.00  |
| SC-05                | Adjust Manhole                                                                                                                        | EA   | 8     | \$500.00               | \$4,000.00   | \$400.00                | \$3,200.00   | \$300.00                  | \$2,400.00   | \$700.00             | \$5,600.00   | \$460.00       | \$3,680.00   | \$600.00                  | \$4,800.00   | \$470.00             | \$3,760.00   | \$707.00       | \$5,656.00   |
| SC-06                | Adjust Manhole (Scheuring Road)                                                                                                       | EA   | 7     | \$1,000.00             | \$7,000.00   | \$900.00                | \$6,300.00   | \$3,500.00                | \$24,500.00  | \$1,700.00           | \$11,900.00  | \$748.00       | \$5,236.00   | \$750.00                  | \$5,250.00   | \$620.00             | \$4,340.00   | \$858.50       | \$6,009.50   |
| SC-07                | Reconstruct Manhole                                                                                                                   | VF   | 10    | \$550.00               | \$5,500.00   | \$750.00                | \$7,500.00   | \$2,000.00                | \$20,000.00  | \$950.00             | \$9,500.00   | \$657.00       | \$6,570.00   | \$185.00                  | \$1,850.00   | \$600.00             | \$6,000.00   | \$707.00       | \$7,070.00   |
| SC-08                | Remove and Reinstall Mailboxes                                                                                                        | EA   | 8     | \$250.00               | \$2,000.00   | \$125.00                | \$1,000.00   | \$100.00                  | \$800.00     | \$120.00             | \$960.00     | \$144.00       | \$1,152.00   | \$65.00                   | \$520.00     | \$87.00              | \$696.00     | \$252.50       | \$2,020.00   |
| SC-09                | Remove and Reset Chain Link Fence and Post at Legion Park                                                                             | LS   | 1     | \$2,000.00             | \$2,000.00   | \$1,850.00              | \$1,850.00   | \$1,780.00                | \$1,780.00   | \$1,500.00           | \$1,500.00   | \$1,255.00     | \$1,255.00   | \$700.00                  | \$700.00     | \$1,750.00           | \$1,750.00   | \$1,515.00     | \$1,515.00   |
| TOTAL BID            |                                                                                                                                       |      |       | \$2,989,071.50         |              | \$3,038,867.70          |              | \$3,101,808.50            |              | \$3,192,980.50       |              | \$3,231,817.00 |              | \$3,250,000.00            |              | \$3,354,000.00       |              | \$3,593,717.85 |              |



City of De Pere, Wisconsin

**Request For Common Council Action**

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**MEETING DATE:** April 19, 2022

**DEPARTMENT:** Board of Public Works

**FROM:** Scott Thoresen

**SUBJECT:** Recommendation from the Board of Public Works to Award  
Contract 22-04 Alley Reconstruction to Peters Concrete Company  
in the Amount of \$663,465.25.

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The Board of Public Works at the April 11, 2022 meeting approved award of Contract 22-04 Alley Reconstruction to Peters Concrete Company in the amount of \$663,465.25 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

**ATTACHMENTS:**

- 2022 0411 CI\_BOPW\_Award\_22-04 (PDF)
- 2022 0331 CE\_Project 22-04\_Bid Tabulation (PDF)

# CITY OF DE PERE MEMO



To: Honorable Mayor Boyd  
Members of the Board of Public Works  
From: Eric P. Rakers, P.E., City Engineer  
Date: April 11, 2022

RE: **Consideration and possible action on award of Contract 22-04 Alley Reconstruction\***

The Engineering Department received bids on Project 22-04 Alley Reconstruction on March 31, 2022. This project involves the reconstruction/streetscaping of the alley from Fifth Street to Fourth Street, between Reid Street and Main Avenue. The project includes the addition of storm sewer and/or laterals, parking stalls, pedestrian sidewalk, a dumpster enclosure, and decorative street lighting. The bids received are as follows:

| Contractor                 | Amount       |
|----------------------------|--------------|
| Peters Concrete Co.        | \$663,465.25 |
| Advance Construction, Inc. | \$732,344.25 |
| De Groot, Inc.             | \$746,179.72 |
| Jossart Brothers, Inc.     | \$759,718.25 |

The allocated construction amount for this project is \$622,600 with funding from TID 9. The construction amount is over the budgeted amount by \$40,865.25. This project is located adjacent to the Cobblestone Hotel construction.

Staff's recommendation is to accept the bid from Peters Concrete Co. in the amount of \$663,465.25

**Attachments:**

2022 0217 CE Project 22-14 Bid Tabulation (PDF)





**PROJECT 22-04 ALLEY RECONSTRUCTION  
BID TABULATION**

| ITEM                         | DESCRIPTION                                                               | UNIT | QTY  | BIDDER NO. 1            |             | BIDDER NO. 2              |             | BIDDER NO. 3   |             | BIDDER NO. 4           |             |
|------------------------------|---------------------------------------------------------------------------|------|------|-------------------------|-------------|---------------------------|-------------|----------------|-------------|------------------------|-------------|
|                              |                                                                           |      |      | Peters Concrete Company |             | Advance Construction Inc. |             | DE GROOT, INC. |             | Jossart Brothers, Inc. |             |
|                              |                                                                           |      |      | UNIT PRICE              | BID AMOUNT  | UNIT PRICE                | BID AMOUNT  | UNIT PRICE     | BID AMOUNT  | UNIT PRICE             | BID AMOUNT  |
| <b>SANITARY SEWER</b>        |                                                                           |      |      |                         |             |                           |             |                |             |                        |             |
| SS-01                        | Remove and Relay 6" or 4" PVC Sanitary Lateral w/Slurry Backfill          | LF   | 80   | \$211.00                | \$16,880.00 | \$215.00                  | \$17,200.00 | \$272.95       | \$21,836.00 | \$250.00               | \$20,000.00 |
| SS-02                        | Remove and Relay 6" or 4" PVC Sanitary Lateral                            | LF   | 460  | \$102.65                | \$47,219.00 | \$141.50                  | \$65,090.00 | \$88.50        | \$40,710.00 | \$158.00               | \$72,680.00 |
| SS-03                        | Dig Down and Cap Lateral                                                  | EA   | 1    | \$1,500.00              | \$1,500.00  | \$728.00                  | \$728.00    | \$2,525.00     | \$2,525.00  | \$2,500.00             | \$2,500.00  |
| SS-04                        | Connect to Existing Sanitary Lateral                                      | EA   | 11   | \$200.00                | \$2,200.00  | \$300.00                  | \$3,300.00  | \$1,010.00     | \$11,110.00 | \$400.00               | \$4,400.00  |
| SS-05                        | Televis Existing Sanitary Laterals                                        | EA   | 11   | \$145.00                | \$1,595.00  | \$145.00                  | \$1,595.00  | \$252.50       | \$2,777.50  | \$150.00               | \$1,650.00  |
| <b>STORM SEWER</b>           |                                                                           |      |      |                         |             |                           |             |                |             |                        |             |
| ST-01                        | Remove and Relay 12" RCP Class V Storm Sewer                              | LF   | 25   | \$134.00                | \$3,350.00  | \$101.00                  | \$2,525.00  | \$102.58       | \$2,564.50  | \$100.00               | \$2,500.00  |
| ST-02                        | Provide 12" RCP Class V Storm Sewer                                       | LF   | 275  | \$64.65                 | \$17,778.75 | \$77.00                   | \$21,175.00 | \$79.33        | \$21,815.75 | \$90.00                | \$24,750.00 |
| ST-03                        | Provide 8" C900 PVC Storm Sewer Lateral w/Slurry Backfill                 | LF   | 140  | \$88.35                 | \$12,369.00 | \$89.00                   | \$12,460.00 | \$90.64        | \$12,689.60 | \$124.00               | \$17,360.00 |
| ST-04                        | Provide 8" C900 PVC Storm Sewer Lateral                                   | LF   | 100  | \$69.80                 | \$6,980.00  | \$75.00                   | \$7,500.00  | \$90.64        | \$9,064.00  | \$97.00                | \$9,700.00  |
| ST-05                        | Provide Storm Lateral Risers w/cap at Building                            | EA   | 7    | \$1,200.00              | \$8,400.00  | \$1,445.00                | \$10,115.00 | \$1,586.28     | \$11,103.96 | \$1,800.00             | \$12,600.00 |
| ST-06                        | Core Drill Storm Sewer and Provide 8" Inserta Tee                         | EA   | 6    | \$500.00                | \$3,000.00  | \$505.00                  | \$3,030.00  | \$1,467.70     | \$8,806.20  | \$900.00               | \$5,400.00  |
| ST-07                        | Provide 4' Diameter Storm Manhole                                         | VF   | 6    | \$912.00                | \$5,472.00  | \$843.00                  | \$5,058.00  | \$1,215.61     | \$7,293.66  | \$1,100.00             | \$6,600.00  |
| ST-08                        | Remove and Replace Type B Inlet                                           | EA   | 1    | \$3,100.00              | \$3,100.00  | \$4,386.00                | \$4,386.00  | \$2,593.81     | \$2,593.81  | \$2,850.00             | \$2,850.00  |
| ST-09                        | Provide Type B Catch Basin                                                | EA   | 3    | \$2,885.00              | \$8,655.00  | \$4,086.00                | \$12,258.00 | \$2,593.82     | \$7,781.46  | \$2,650.00             | \$7,950.00  |
| ST-10                        | Provide Type B Inlet                                                      | EA   | 1    | \$2,700.00              | \$2,700.00  | \$4,086.00                | \$4,086.00  | \$2,593.81     | \$2,593.81  | \$2,650.00             | \$2,650.00  |
| ST-11                        | Provide 30" Diameter Field Inlet                                          | EA   | 1    | \$2,200.00              | \$2,200.00  | \$2,104.00                | \$2,104.00  | \$2,236.51     | \$2,236.51  | \$2,300.00             | \$2,300.00  |
| ST-12                        | Connect to Existing Structure                                             | EA   | 1    | \$500.00                | \$500.00    | \$250.00                  | \$250.00    | \$1,212.00     | \$1,212.00  | \$1,000.00             | \$1,000.00  |
| ST-13                        | Televis Existing Storm Lateral                                            | EA   | 1    | \$200.00                | \$200.00    | \$178.00                  | \$178.00    | \$454.50       | \$454.50    | \$180.00               | \$180.00    |
| ST-14                        | Storm Sewer Lateral Dig Down and Repair (5 feet)                          | EA   | 1    | \$2,000.00              | \$2,000.00  | \$1,292.00                | \$1,292.00  | \$2,449.25     | \$2,449.25  | \$1,400.00             | \$1,400.00  |
| ST-15                        | Storm Sewer Dig Down and Repair Offset Joint (5 Feet)                     | EA   | 1    | \$2,000.00              | \$2,000.00  | \$2,150.00                | \$2,150.00  | \$3,484.50     | \$3,484.50  | \$2,600.00             | \$2,600.00  |
| ST-16                        | Abandon/Remove Existing Storm Sewer Appurtenances                         | LS   | 1    | \$2,500.00              | \$2,500.00  | \$3,000.00                | \$3,000.00  | \$2,525.00     | \$2,525.00  | \$2,000.00             | \$2,000.00  |
| <b>STREET &amp; DRAINAGE</b> |                                                                           |      |      |                         |             |                           |             |                |             |                        |             |
| SD-01                        | Provide Clearing and Grubbing                                             | LS   | 1    | \$21,000.00             | \$21,000.00 | \$5,000.00                | \$5,000.00  | \$2,020.00     | \$2,020.00  | \$1,200.00             | \$1,200.00  |
| SD-02                        | Unclassified Excavation                                                   | CY   | 2650 | \$24.56                 | \$65,084.00 | \$20.00                   | \$53,000.00 | \$26.10        | \$69,165.00 | \$25.50                | \$67,575.00 |
| SD-03                        | Provide 1 1/4" Crushed Aggregate Base Course                              | TON  | 3060 | \$4.00                  | \$12,240.00 | \$14.05                   | \$42,993.00 | \$14.70        | \$44,982.00 | \$13.30                | \$40,698.00 |
| SD-04                        | Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1 3/4" Upper Layer | TON  | 320  | \$110.35                | \$35,312.00 | \$110.35                  | \$35,312.00 | \$97.26        | \$31,123.20 | \$99.00                | \$31,680.00 |



**PROJECT 22-04 ALLEY RECONSTRUCTION  
BID TABULATION**

| ITEM                        | DESCRIPTION                                                                                     | UNIT | QTY  | BIDDER NO. 1            |             | BIDDER NO. 2              |             | BIDDER NO. 3   |             | BIDDER NO. 4           |             |
|-----------------------------|-------------------------------------------------------------------------------------------------|------|------|-------------------------|-------------|---------------------------|-------------|----------------|-------------|------------------------|-------------|
|                             |                                                                                                 |      |      | Peters Concrete Company |             | Advance Construction Inc. |             | DE GROOT, INC. |             | Jossart Brothers, Inc. |             |
|                             |                                                                                                 |      |      | UNIT PRICE              | BID AMOUNT  | UNIT PRICE                | BID AMOUNT  | UNIT PRICE     | BID AMOUNT  | UNIT PRICE             | BID AMOUNT  |
| SD-05                       | Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer                       | TON  | 400  | \$127.20                | \$50,880.00 | \$127.20                  | \$50,880.00 | \$101.44       | \$40,576.00 | \$102.00               | \$40,800.00 |
| SD-06                       | Provide 24" Mountable/Driveway Concrete Curb and Gutter                                         | LF   | 920  | \$25.00                 | \$23,000.00 | \$26.00                   | \$23,920.00 | \$26.77        | \$24,628.40 | \$26.00                | \$23,920.00 |
| SD-07                       | Provide 24" Standard/Reverse Concrete Curb and Gutter                                           | LF   | 1070 | \$25.00                 | \$26,750.00 | \$27.00                   | \$28,890.00 | \$27.02        | \$28,911.40 | \$26.00                | \$27,820.00 |
| SD-08                       | Provide 14" Integral Curb Head with Sidewalk                                                    | LF   | 405  | \$75.00                 | \$30,375.00 | \$76.00                   | \$30,780.00 | \$81.05        | \$32,825.25 | \$78.00                | \$31,590.00 |
| SD-09                       | Provide 8" Concrete Sidewalk, Ramp, and Driveway                                                | SY   | 360  | \$81.00                 | \$29,160.00 | \$85.95                   | \$30,942.00 | \$104.44       | \$37,598.40 | \$84.00                | \$30,240.00 |
| SD-10                       | Provide 4" Concrete Sidewalk and Behind Curb                                                    | SY   | 700  | \$68.00                 | \$47,600.00 | \$67.95                   | \$47,565.00 | \$104.44       | \$73,108.00 | \$70.00                | \$49,000.00 |
| SD-11                       | Provide #4 Reinforcement Bars for Curb and Sidewalk                                             | LF   | 720  | \$2.00                  | \$1,440.00  | \$2.00                    | \$1,440.00  | \$2.12         | \$1,526.40  | \$2.10                 | \$1,512.00  |
| SD-12                       | Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)                             | EA   | 30   | \$8.00                  | \$240.00    | \$8.00                    | \$240.00    | \$10.61        | \$318.30    | \$8.40                 | \$252.00    |
| <b>SPECIAL CONSTRUCTION</b> |                                                                                                 |      |      |                         |             |                           |             |                |             |                        |             |
| SC-01                       | Provide Flexible Sign Base with 8' Pole                                                         | EA   | 17   | \$525.00                | \$8,925.00  | \$497.00                  | \$8,449.00  | \$530.25       | \$9,014.25  | \$520.00               | \$8,840.00  |
| SC-02                       | Inlet Protection Type A                                                                         | EA   | 1    | \$200.00                | \$200.00    | \$105.00                  | \$105.00    | \$202.00       | \$202.00    | \$100.00               | \$100.00    |
| SC-03                       | Inlet Protection Type D                                                                         | EA   | 6    | \$150.00                | \$900.00    | \$100.00                  | \$600.00    | \$202.00       | \$1,212.00  | \$100.00               | \$600.00    |
| SC-04                       | Installing Bollards                                                                             | EA   | 8    | \$500.00                | \$4,000.00  | \$100.00                  | \$800.00    | \$151.50       | \$1,212.00  | \$525.00               | \$4,200.00  |
| SC-05                       | Adjust Inlet                                                                                    | EA   | 1    | \$250.00                | \$250.00    | \$400.00                  | \$400.00    | \$757.50       | \$757.50    | \$650.00               | \$650.00    |
| SC-06                       | Adjust Manhole                                                                                  | EA   | 3    | \$350.00                | \$1,050.00  | \$400.00                  | \$1,200.00  | \$707.00       | \$2,121.00  | \$650.00               | \$1,950.00  |
| SC-07                       | Construct Dumpster                                                                              | LS   | 1    | \$33,500.00             | \$33,500.00 | \$58,200.00               | \$58,200.00 | \$22,444.22    | \$22,444.22 | \$67,000.00            | \$67,000.00 |
| SC-08                       | Pavement Marking Epoxy 4-Inch White                                                             | LF   | 1505 | \$5.00                  | \$7,525.00  | \$7.55                    | \$11,362.75 | \$5.30         | \$7,976.50  | \$5.25                 | \$7,901.25  |
| SC-09                       | Pavement Marking (Handicap Symbol White) Epoxy                                                  | EA   | 4    | \$250.00                | \$1,000.00  | \$125.00                  | \$500.00    | \$265.13       | \$1,060.52  | \$260.00               | \$1,040.00  |
| SC-10                       | Traffic Control                                                                                 | LS   | 1    | \$1,600.00              | \$1,600.00  | \$10,000.00               | \$10,000.00 | \$12,120.00    | \$12,120.00 | \$3,000.00             | \$3,000.00  |
| <b>ELECTRICAL</b>           |                                                                                                 |      |      |                         |             |                           |             |                |             |                        |             |
| E-01                        | Conduit Rigid Nonmetallic Schedule 40, 2-Inch                                                   | LF   | 950  | \$10.00                 | \$9,500.00  | \$10.00                   | \$9,500.00  | \$10.61        | \$10,079.50 | \$10.50                | \$9,975.00  |
| E-02                        | Pull Box 24x42 Inch (Nonconductive)                                                             | EA   | 1    | \$1,750.00              | \$1,750.00  | \$1,750.00                | \$1,750.00  | \$1,855.88     | \$1,855.88  | \$1,800.00             | \$1,800.00  |
| E-03                        | Concrete Base, Type 5                                                                           | EA   | 9    | \$925.00                | \$8,325.00  | \$925.00                  | \$8,325.00  | \$980.96       | \$8,828.64  | \$950.00               | \$8,550.00  |
| E-04                        | Poles, Type 5-Aluminum Anodized Black                                                           | EA   | 1    | \$2,175.00              | \$2,175.00  | \$2,175.00                | \$2,175.00  | \$2,306.59     | \$2,306.59  | \$2,250.00             | \$2,250.00  |
| E-05                        | Decorative Poles, Spring City Hancock With Ladder Rest, 9'-2" Lamp Post                         | EA   | 8    | \$4,750.00              | \$38,000.00 | \$4,750.00                | \$38,000.00 | \$5,037.38     | \$40,299.04 | \$4,950.00             | \$39,600.00 |
| E-06                        | Transformer Base Breakaway 11 1/2 Bolt Circle, Anodized Black with Factory Applied Black Finish | EA   | 1    | \$630.00                | \$630.00    | \$630.00                  | \$630.00    | \$668.12       | \$668.12    | \$650.00               | \$650.00    |



**PROJECT 22-04 ALLEY RECONSTRUCTION  
BID TABULATION**

|                          |                                                                                |      |      | BIDDER NO. 1            |             | BIDDER NO. 2              |             | BIDDER NO. 3        |             | BIDDER NO. 4           |             |
|--------------------------|--------------------------------------------------------------------------------|------|------|-------------------------|-------------|---------------------------|-------------|---------------------|-------------|------------------------|-------------|
|                          |                                                                                |      |      | Peters Concrete Company |             | Advance Construction Inc. |             | DE GROOT, INC.      |             | Jossart Brothers, Inc. |             |
| ITEM                     | DESCRIPTION                                                                    | UNIT | QTY  | UNIT PRICE              | BID AMOUNT  | UNIT PRICE                | BID AMOUNT  | UNIT PRICE          | BID AMOUNT  | UNIT PRICE             | BID AMOUNT  |
| E-07                     | Luminaire Arms Single Member Mast Arm 4-1/2 Inch Clamp, 8-foot, Anodized Black | EA   | 1    | \$460.00                | \$460.00    | \$460.00                  | \$460.00    | \$487.83            | \$487.83    | \$480.00               | \$480.00    |
| E-08                     | Concrete Control Cabinet Base, Type L24                                        | EA   | 1    | \$1,750.00              | \$1,750.00  | \$1,750.00                | \$1,750.00  | \$1,855.88          | \$1,855.88  | \$1,800.00             | \$1,800.00  |
| E-09                     | Lighting Control Cabinet, 120/240 24-inch                                      | EA   | 1    | \$6,800.00              | \$6,800.00  | \$6,800.00                | \$6,800.00  | \$7,211.40          | \$7,211.40  | \$7,100.00             | \$7,100.00  |
| E-10                     | Electrical Service Meter Breaker Pedestal                                      | EA   | 1    | \$1,750.00              | \$1,750.00  | \$1,750.00                | \$1,750.00  | \$1,855.88          | \$1,855.88  | \$1,800.00             | \$1,800.00  |
| E-11                     | Electrical Wire Lighting 12 AWG                                                | LF   | 130  | \$0.85                  | \$110.50    | \$0.85                    | \$110.50    | \$0.90              | \$117.00    | \$0.90                 | \$117.00    |
| E-12                     | Electrical Wire Lighting 4 AWG                                                 | LF   | 3200 | \$2.50                  | \$8,000.00  | \$2.50                    | \$8,000.00  | \$2.66              | \$8,512.00  | \$2.60                 | \$8,320.00  |
| E-13                     | Luminaires Utility LED for Type 5 Pole                                         | EA   | 1    | \$875.00                | \$875.00    | \$875.00                  | \$875.00    | \$927.94            | \$927.94    | \$900.00               | \$900.00    |
| E-14                     | Luminaires Utility LED for Spring City Decorative Lights                       | EA   | 8    | \$2,270.00              | \$18,160.00 | \$2,270.00                | \$18,160.00 | \$2,407.34          | \$19,258.72 | \$2,350.00             | \$18,800.00 |
| <b>LANDSCAPING</b>       |                                                                                |      |      |                         |             |                           |             |                     |             |                        |             |
| L-01                     | Provide Kentucky Coffee Tree - Stately Manor, 2" diameter                      | EA   | 4    | \$750.00                | \$3,000.00  | \$490.00                  | \$1,960.00  | \$808.00            | \$3,232.00  | \$500.00               | \$2,000.00  |
| L-02                     | Landscaping - Mississippi Pebble Mulch with Weed Barrier Fabric                | SY   | 250  | \$13.50                 | \$3,375.00  | \$24.00                   | \$6,000.00  | \$38.78             | \$9,695.00  | \$25.00                | \$6,250.00  |
| L-03                     | Landscaping-Topsoil, Seed, Fertilizer and Mulch                                | SY   | 65   | \$15.00                 | \$975.00    | \$20.00                   | \$1,300.00  | \$29.29             | \$1,903.85  | \$21.00                | \$1,365.00  |
| L-04                     | Provide Backfill of Pulverized Topsoil at Trees (16" Depth)                    | CY   | 80   | \$60.00                 | \$4,800.00  | \$30.00                   | \$2,400.00  | \$42.42             | \$3,393.60  | \$31.00                | \$2,480.00  |
| <b>DEMOLITION</b>        |                                                                                |      |      |                         |             |                           |             |                     |             |                        |             |
| D-01                     | Remove and Abandon Monitoring Well                                             | EA   | 1    | \$250.00                | \$250.00    | \$250.00                  | \$250.00    | \$1,010.00          | \$1,010.00  | \$750.00               | \$750.00    |
| D-02                     | Remove and Salvage Sign                                                        | EA   | 3    | \$50.00                 | \$150.00    | \$30.00                   | \$90.00     | \$50.50             | \$151.50    | \$31.00                | \$93.00     |
| <b>TOTAL AMOUNT BID:</b> |                                                                                |      |      | <b>\$663,465.25</b>     |             | <b>\$732,344.25</b>       |             | <b>\$746,179.72</b> |             | <b>\$759,718.25</b>    |             |



City of De Pere, Wisconsin

**Request For Common Council Action**

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**MEETING DATE:** April 19, 2022

**DEPARTMENT:** Mechanical

**FROM:** Scott Thoresen

**SUBJECT:** Recommendation From Staff to Consider and Approve Additional Funding in the Amount of \$13,947.68 from Unassigned Reserves for City Hall Fire Alarm Panel Replacement.

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**ATTACHMENTS:**

- Memo Common Council funding increase (PDF)
- Budget quote for fire panel City Hall (PDF)
- Updated quote after budget approval (PDF)

# CITY OF DE PERE MEMO



To: Honorable Mayor Boyd  
Members of the Common Council  
From: Thomas Blohowiak, Maintenance Supervisor  
Date: April 19, 2022  
RE: **Consideration and approval for additional funding for City Hall fire alarm panel replacement**

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The fire alarm system at city hall after its inspection in 2021 by Johnson Controls was noted to be using obsolete equipment. Staff requested quotes to update the obsolete equipment for the fire alarm back in 2021. After getting budget approval to replace the equipment in 2022, we requested a current quote to complete the job. The quote came back over the budgeted amount of \$45,000 that was planned to be bonded for. The current quote of **\$58,947.63** is **\$13,947.68** over budget. The quote is only good for 10 days. The parts like the panel have a 15 – 18-week lead time before delivery.

Attached:

1. Budget quote for fire panel CH
2. Updated quote after budget approval

Recommendation

Staff recommends approval of the Johnson Controls quote and bond for the additional funds in 2022.



## Johnson Controls Fire Protection LP Quotation

To:  
City of De Pere  
925 S. 6th  
De Pere, WI 54115

Project: City of De Pere FACP - CPQ-70042  
Johnson Controls Reference: 650070042  
Proposal #: 1  
Date: 03/16/2021  
Page: 1 of 8

Items cited on this quote are products and services on the Johnson Controls Fire Protection LP Sourcewell Contract 031517 SGL.

Johnson Controls is pleased to offer for your consideration this quotation for the above project

### Scope of Work

#### De Pere City Hall/PD/FD Fire Alarm System

Your SIMPLEX fire panel has provided dependable protection for over 20 years. But due to its age and the unavailability of many replacement parts, we can no longer guarantee our ability to provide repairs. It may be working today. However, if your panel fails tomorrow, your people and property may instantly face a potential safety risk. As your trusted fire and life-safety partner, we know this is not an acceptable scenario. It's important to us that the transition to a new and more advanced fire panel be as smooth as possible for our valued customers.

The Simplex 4005 Fire Alarm Panel was an eight zone conventional panel that could be expanded to thirty six zones. The 4005 was discontinued for new sales at the end of 2014. Although we continue to maintain service parts for the 4005 panel, the raw materials and components required to build service boards for the 4005 are becoming increasingly difficult to source and the continued manufacture of service replacement boards to repair or expand 4005 systems cannot be guaranteed going forward.

With the uncertainty of service part availability for the 4005 going forward, it is recommended that any customer who still has a 4005 system installed consider a transition plan to an upgraded system to avoid the potential of expensive fire watches and an unplanned emergency upgrade.

-  
We have provided two options, one a panel only head end upgrade as well as the option to replace field initiating devices.

The main panel covers the city hall, police, and fire department.

There are 10 zones and 4 NAC circuits coming from the main panel.

There is a 4009 signal booster in the police mechanical room.

There is an annunciator in the police area.

The panel is not monitored by Johnson Controls. It may be monitored by a third party.

The panel proposal would upgrade the main panel to a 4100ES with a touch screen display. All field devices would remain as is. The booster would be replaced with a current model and the annunciator would get changed to one compatible with the new system with a 2x40 character display.

This panel would give you the ability to upgrade field devices to addressable in the future or as a second phase.

The device replacement option would eliminate the old zone configuration and replace all smokes, heats, pulls, and duct detectors with addressable ones. This would use the same wiring in place currently. Elevator recall configuration would remain the same. The audio/visual signals for the building would remain as is, grandfathered under the original non-ada non-sync design.

No new provisions for system design. Changes included. If any changed are desired let us know. We have not included state submittals as we are proposing as a 1:1 replacement. AHJ approvals/permits by owner. Our design team will provide battery calculations and a line riser with new device addresses based off location descriptions from inspection report.

Delays, Costs and Extensions of Time.

JCFP's time for performance of the Work shall be extended for such reasonable time as JCFP is delayed due to causes reasonably beyond JCFP's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCFP or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted

Please note the following:

- Above price is based on quantities listed.
- If additional materials are required, it may be extra.
- Labor is based on completing in one trip – if additional trips are required, it would be extra.
- Quotation does not include tax. If tax exempt, please provide tax exempt certificate with purchase order.
- Quotation is valid for (30) days
- Fire Watch Excluded.

JCI is submitting this bid subject to our being able to work out a mutually satisfactory definitive agreement as to the parties' obligations under the Specifications. Our submission of the bid is based upon the assumption that if we are the successful bidder, then such a mutually satisfactory, definitive agreement between the parties will be entered into. In the event that you are not agreeable to the acceptance of this bid pursuant to the conditions set forth above, or, if we are awarded the bid but are unable to negotiate a mutually satisfactory definitive agreement with you, then our bid will be deemed null and void and the same shall be withdrawn from consideration by you without penalty.

If you have any questions, please call me.

Scott Stiles

Owner Account Rep

Johnson Controls Fire Protection

+1 920 650 1985 cell

Scott.Stiles@jci.com



| QTY                                                                  | MODEL<br>NUMBER | DESCRIPTION                    |
|----------------------------------------------------------------------|-----------------|--------------------------------|
| 1                                                                    | 2975-9446       | 3 BAY BB/GDOOR/DRESS PNL PLAT  |
| 2                                                                    | 2081-9276       | BATTERY 33AH                   |
| 1                                                                    | 4603-9101       | LCD ANNUNCIATOR                |
| 1                                                                    | SSU00685        | CAB DOC STOR 12X13X2 2GB FLASH |
| 1                                                                    | 4009-9201       | NAC EXTENDER 120VAC, IDNET     |
| 2                                                                    | 2081-9274       | BATTERY 10AH                   |
| 1                                                                    | 4100-6052       | EVENT/POINT REPORTING DACT     |
| 1                                                                    | 4100-3117       | MSTR CTLR IDNET2, FACTORY ONLY |
| 1                                                                    | 41007905        | FACTORY BUILT-MAIN CONFIGURED  |
| 2                                                                    | 4100-0644       | 120V ES-PS PDM HARNESS         |
| 1                                                                    | 4100-0634       | POWER DISTRIBUTION MODULE 120V |
| 1                                                                    | 4100-2300       | EXPANSION BAY (PHASE 10 ONLY)  |
| 2                                                                    | 4100-5013       | 8 POINT ZONE/RELAY MODULE      |
| 2                                                                    | 4100-5450       | NAC CARD                       |
| 1                                                                    | 4100-9706       | ES-PS MSTRCNTLR TSD            |
| 1                                                                    | 41002153        | 3Bay Glass Dr Pkg Factory Only |
| 1                                                                    | 4100-6033       | ALARM RELAY                    |
| 1                                                                    | 4100-3206       | 8 POINT 3 AMP AUX RELAY MODULE |
| 8                                                                    | 4100-1279       | 2 BLANK DISPLAY MODULE         |
| 1                                                                    | 4100-2302       | 8 SLOT EXP BAY FILLER PANEL    |
| 1                                                                    | 4100-5402       | ES-XPS POWER SUPPLY            |
|                                                                      | DSGN LAB        | DESIGN LABOR                   |
|                                                                      | PM LAB          | PROJECT/CONSTRUCTION MGMT      |
|                                                                      | TECH LAB        | TECHNICAL LABOR                |
|                                                                      | DPINSTAL        | SUB INSTALL LABOR              |
| <b>Net selling price for System, FOB shipping point, \$19,354.63</b> |                 |                                |
| 25                                                                   | 4099-9004       | STATION-LED, SA ADDR           |





| QTY | MODEL<br>NUMBER | DESCRIPTION                |
|-----|-----------------|----------------------------|
| 50  | 4098-9714       | PHOTO SENSOR               |
| 11  | 4098-9733       | HEAT SENSOR                |
| 61  | 4098-9792       | SENSOR BASE                |
| 5   | 4098-9756       | DUCT SENSOR HOUSING-4-WIRE |
| 5   | 4098-9858       | "SAMPLING TUBE 97"'"       |
| 5   | 2098-9806       | REMOTE TEST STATION        |
| 3   | 4090-9001       | SUPERVISED IAM             |
| 3   | 4081-9004       | EOL, 6.8K 1/2W             |
|     | DSGN LAB        | DESIGN LABOR               |
|     | CAD LAB         | CAD LABOR                  |
|     | PM LAB          | PROJECT/CONSTRUCTION MGMT  |
|     | TECH LAB        | TECHNICAL LABOR            |
|     | DPINSTAL        | SUB INSTALL LABOR          |

**Net selling price for System Field Initiating Devices , FOB shipping point, \$23,476.02**

**Total net selling price, FOB shipping point, \$42,830.65**

**The aforementioned quote does not include sales tax and sales tax will be charged in addition to this quote where applicable.**

#### TERMS AND CONDITIONS (Rev. 2/21)

**1.Payment.** Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

**2.Deposit.** Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit within three business days after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

**3.Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Pricing for Equipment and material covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government. At any time prior to shipment, Company shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes.

**4.Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**5.Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**6.Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the**

**scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

**7.Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**8.General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT,

ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**9.Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10.Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**11.Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**12.Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**13.Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**14.OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**15.Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

**16.Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**17.Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**18.Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**19.Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed

waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**20.Backcharges.** No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**21.System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**22.Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**23.Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and

authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**24.Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**25.Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**26.Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**27.Default.** An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**28.Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this



Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**29.No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

**30.Force Majeure; Delays.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**31.One-Year Claims Limitation; Choice of Law.** No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies. The laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law.

**32.Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**33.Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**34.Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this

Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**35.Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**36.Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**37.Privacy. Company as Processor:** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

**38.License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.



**IMPORTANT NOTICE TO CUSTOMER**

In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

|                                                                                                                                                                                                            |                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Offered By:</p> <p>Johnson Controls Fire Protection LP</p> <p>1941 Holmgren Way</p> <p>Green Bay , WI 54304</p> <p>Telephone: _____</p> <p>Representative: _____</p> <p>Email: scott.stiles@jci.com</p> | <p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>P.O.#: _____ Date: _____</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|



## Johnson Controls Fire Protection LP Quotation

To:  
City of De Pere  
925 S. 6th  
De Pere, WI 54115

Project: City of De Pere FACP - CPQ-70042  
Johnson Controls Reference: 650070042  
Proposal #: 1  
Date: 04/13/2022  
Page: 1 of 9

Items cited on this quote are products and services on the Johnson Controls Fire Protection LP Sourcewell Contract # 030421-JHN.

Johnson Controls is pleased to offer for your consideration this quotation for the above project

### Scope of Work

De Pere City Hall/PD/FD Fire Alarm System

Pricing updated 4-13-22

Added option for IP Gateway Card for Free Safelinc Service and/or IP monitoring. Network drop to FACP required from City.

Your SIMPLEX fire panel has provided dependable protection for over 20 years. But due to its age and the unavailability of many replacement parts, we can no longer guarantee our ability to provide repairs. It may be working today. However, if your panel fails tomorrow, your people and property may instantly face a potential safety risk. As your trusted fire and life-safety partner, we know this is not an acceptable scenario. It's important to us that the transition to a new and more advanced fire panel be as smooth as possible for our valued customers.

The Simplex 4005 Fire Alarm Panel was an eight zone conventional panel that could be expanded to thirty six zones. The 4005 was discontinued for new sales at the end of 2014. Although we continue to maintain service parts for the 4005 panel, the raw materials and components required to build service boards for the 4005 are becoming increasingly difficult to source and the continued manufacture of service replacement boards to repair or expand 4005 systems cannot be guaranteed going forward.

With the uncertainty of service part availability for the 4005 going forward, it is recommended that any customer who still has a 4005 system installed consider a transition plan to an upgraded system to avoid the potential of expensive fire watches and an unplanned emergency upgrade.

-

We have provided two options, one a panel only head end upgrade as well as the option to replace field initiating devices.

The main panel covers the city hall, police, and fire department.

There are 10 zones and 4 NAC circuits coming from the main panel.

There is a 4009 signal booster in the police mechanical room.

There is an annunciator in the police area.

The panel is not monitored by Johnson Controls. It may be monitored by a third party.

The panel proposal would upgrade the main panel to a 4100ES with a touch screen display. All field devices would remain as is. The booster would be replaced with a current model and the annunciator would get changed to one compatible with the new system with a 2x40 character display.

This panel would give you the ability to upgrade field devices to addressable in the future or as a second phase.

The device replacement option would eliminate the old zone configuration and replace all smokes, heats, pulls, and duct detectors with addressable ones. This would use the same wiring in place currently. Elevator recall configuration would remain the same. The audio/visual signals for the building would remain as is, grandfathered under the original non-ada non-sync design.

No new provisions for system design. Changes included. If any changes are desired let us know. We have not included state submittals as we are proposing as a 1:1 replacement. AHJ approvals/permits by owner. Our design team will provide battery calculations and a line riser with new device addresses based off location descriptions from inspection report.

#### Delays, Costs and Extensions of Time.

JCFP's time for performance of the Work shall be extended for such reasonable time as JCFP is delayed due to causes reasonably beyond JCFP's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCFP or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted

#### Please note the following:

- Above price is based on quantities listed.
- If additional materials are required, it may be extra.
- Labor is based on completing in one phase -- if additional trips are required, it would be extra.
- Quotation does not include tax. If tax exempt, please provide tax exempt certificate with purchase order.
- Quotation is valid for (30) days
- Fire Watch Excluded.

JCI is submitting this bid subject to our being able to work out a mutually satisfactory definitive agreement as to the parties' obligations under the Specifications. Our submission of the bid is based upon the assumption that if we are the successful bidder, then such a mutually satisfactory, definitive agreement between the parties will be entered into. In the event that you are not agreeable to the acceptance of this bid pursuant to the conditions set forth above, or, if we are awarded the bid but are unable to negotiate a mutually satisfactory definitive agreement with you, then our bid will be deemed null and void and the same shall be withdrawn from consideration by you without penalty.

If you have any questions, please call me.

Scott Stiles

Owner Account Rep

Johnson Controls Fire Protection

+1 920 650 1985 cell

Scott.Stiles@jci.com



Johnson Controls Fire Protection  
N961 Tower View Dr  
Greenville , WI 54942

11.c

Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America





| QTY                                                                  | MODEL<br>NUMBER | DESCRIPTION                    |
|----------------------------------------------------------------------|-----------------|--------------------------------|
| 1                                                                    | 2975-9446       | 3 BAY BB/GDOOR/DRESS PNL PLAT  |
| 2                                                                    | 2081-9276       | BATTERY 33AH                   |
| 1                                                                    | 4603-9101       | LCD ANNUNCIATOR                |
| 1                                                                    | SSU00685        | CAB DOC STOR 12X13X2 2GB FLASH |
| 1                                                                    | 4009-9201       | NAC EXTENDER 120VAC, IDNET     |
| 2                                                                    | 2081-9274       | BATTERY 10AH                   |
| 1                                                                    | 4100-6052       | EVENT/POINT REPORTING DACT     |
| 1                                                                    | 4100-3117       | MSTR CTLR IDNET2, FACTORY ONLY |
| 1                                                                    | 41007905        | FACTORY BUILT-MAIN CONFIGURED  |
| 2                                                                    | 4100-0644       | 120V ES-PS PDM HARNESS         |
| 1                                                                    | 4100-0634       | POWER DISTRIBUTION MODULE 120V |
| 1                                                                    | 4100-2300       | EXPANSION BAY (PHASE 10 ONLY)  |
| 2                                                                    | 4100-5013       | 8 POINT ZONE/RELAY MODULE      |
| 2                                                                    | 4100-5450       | NAC CARD                       |
| 1                                                                    | 4100-9706       | ES-PS MSTRCNTLR TSD            |
| 1                                                                    | 41002153        | 3Bay Glass Dr Pkg Factory Only |
| 1                                                                    | 4100-6033       | ALARM RELAY                    |
| 1                                                                    | 4100-3206       | 8 POINT 3 AMP AUX RELAY MODULE |
| 8                                                                    | 4100-1279       | 2 BLANK DISPLAY MODULE         |
| 1                                                                    | 4100-2302       | 8 SLOT EXP BAY FILLER PANEL    |
| 1                                                                    | 4100-5402       | ES-XPS POWER SUPPLY            |
|                                                                      | DSGN LAB        | DESIGN LABOR                   |
|                                                                      | PM LAB          | PROJECT/CONSTRUCTION MGMT      |
|                                                                      | TECH LAB        | TECHNICAL LABOR                |
|                                                                      | DPINSTAL        | SUB INSTALL LABOR              |
| <b>Net selling price for System, FOB shipping point, \$27,243.61</b> |                 |                                |
| 25                                                                   | 4099-9004       | STATION-LED, SA ADDR           |
| 50                                                                   | 4098-9714       | PHOTO SENSOR                   |
| 11                                                                   | 4098-9733       | HEAT SENSOR                    |
| 61                                                                   | 4098-9792       | SENSOR BASE                    |
| 5                                                                    | 4098-9756       | DUCT SENSOR HOUSING-4-WIRE     |
| 5                                                                    | 4098-9858       | "SAMPLING TUBE 97""            |



| QTY | MODEL<br>NUMBER | DESCRIPTION               |
|-----|-----------------|---------------------------|
| 5   | 2098-9806       | REMOTE TEST STATION       |
| 3   | 4090-9001       | SUPERVISED IAM            |
| 3   | 4081-9004       | EOL, 6.8K 1/2W            |
|     | DSGN LAB        | DESIGN LABOR              |
|     | CAD LAB         | CAD LABOR                 |
|     | PM LAB          | PROJECT/CONSTRUCTION MGMT |
|     | TECH LAB        | TECHNICAL LABOR           |
|     | DPINSTAL        | SUB INSTALL LABOR         |

**Net selling price for System Field Initiating Devices , FOB shipping point, \$31,020.66**

|   |           |                               |
|---|-----------|-------------------------------|
| 1 | 4100-2504 | CS GATEWAY W/IP COM 4100 SIDE |
|---|-----------|-------------------------------|

**Net selling price for System, FOB shipping point, \$683.36**

**Total net selling price, FOB shipping point, \$58,947.63**

Items cited on this quote are products and services on the Johnson Controls Fire Protection LP Sourcewell Contract # 030421-JHN.

### **Payment Options:**

#### **Johnson Controls Capital Funding Solutions**

Equipment Finance Agreement: Allows for payment over time for products and installation costs, while maintaining ownership of assets. No down payment required.

As a Service Subscription: Covers costs of installation and services over time without ownership of assets. No upfront costs.

*\*\*Final pricing subject to change based on credit approval, any applicable state/local taxes\*\**

**For more information on Johnson Controls Capital funding solutions, please forward this proposal along with any questions to your sales representative and [JCCapitalNA@jci.com](mailto:JCCapitalNA@jci.com).**

#### TERMS AND CONDITIONS (Rev. 11/21)

**1.Payment.** All payments are due net thirty (30) days from the date of invoice. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days from the date of the invoice. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

**2.Deposit.** Unless prohibited by law, Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

**3.Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

**4.Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**5. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with federal, state/provincial and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are**

**based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences thereof that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

**7. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such

repair work be declined Company shall be relieved from any and all liability arising therefrom, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT. ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**9. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced.
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**11. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to

Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**12. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**13. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**14. COVID-19 Vaccination.** Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

**15. Occupational Health and Safety/OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**16. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

**17. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**18. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should

changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**19. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**20. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing, specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**21. Back charges.** No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**22. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**23. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**24. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable

manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19.

**25. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Customer reserves the right to select counsel to represent it in any such action.

**26. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**27. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**28. Default.** An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c)



dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement; and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**29. Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**30. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

**31. Force Majeure; Delays.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional

labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**32. One-Year Claims Limitation; Choice of Law.** For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on forum non conveniens. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

**33. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**34. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**35. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**36. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**37. Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee

for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

**38. Electronic Media.** Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. JCI may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

**39. Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

**40. Privacy.** **Company as Processor:** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](https://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

**41. License Information** (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.



**IMPORTANT NOTICE TO CUSTOMER**

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

|                                                                                                                                                                                                            |                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Offered By:</b><br><br>Johnson Controls Fire Protection LP<br><br>N961 Tower View Dr<br><br><br>Greenville , WI 54942<br><br>Telephone:<br><br>Representative: _____<br><br>Email: scott.stiles@jci.com | <b>Accepted By: (Customer)</b><br><br>Company: _____<br><br>Address: _____<br><br>Signature: _____<br><br>Title: _____<br><br>P.O.#: _____ Date: _____ |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|



City of De Pere, Wisconsin

**Request For Common Council Action**

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**MEETING DATE:** April 19, 2022

**DEPARTMENT:** Administration

**FROM:** Lawrence Delo

**SUBJECT:** Recommendation From the City Administrator to Approve 2022 Community Survey Questions.

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**ATTACHMENTS:**

- Recommendation to Approve 2022 Community Survey Questionnaire 4-19-22 (PDF)
- DRAFT - 2022 City of De Pere Community Survey Questionnaire 4-13-22 (PDF)
- 2022 SNC Strategic Research Institute Community Survey Agreement and Proposal (PDF)

# CITY OF DE PERE MEMO



To: Mayor and City Council

From: Lawrence M. Delo, City Administrator

Date: April 19, 2022

RE: Recommendation to Approve 2022 Community Survey Questions

The City Council previously approved an agreement with the Strategic Research Institute at the Schneider School of Business and Economics (SNC) to work with City staff to develop the 2022 community survey. I have attached a copy of the proposed survey questions for your review and recommended approval. I have also attached a copy of the agreement for services and a copy of the proposal for services.

The City has previously utilized the services of St. Norbert College to conduct community surveys for the City in 2004, 2008, 2011 and 2014. The Administration is recommending the City Council approves the questions as presented by the Strategic Research Institute at the Schneider School of Business and Economics.



Spring 2022

## CITY OF DE PERE MUNICIPAL SERVICES SURVEY

### 2022 Questionnaire FINAL DRAFT

Dear City of De Pere Resident:

This important survey is an opportunity to share your perceptions about City services, overnight parking, inclusion, and compost with De Pere's elected officials. Your input will serve as an important guide for the City as it makes decisions and plans for the future.

All responses are strictly ANONYMOUS and COMPLETELY CONFIDENTIAL. No identifying information will be collected, and individual answers will not be disclosed; all responses will be pooled and only summaries will be reported. The City of De Pere has partnered with the Strategic Research Institute (SRI) at St. Norbert College to ensure confidentiality and accurate data analysis. Please complete the survey if you are a resident of the City of De Pere age 18 or older. If you have questions about these procedures, please contact Dr. Jamie Lynch, Executive Director, SNC Strategic Research Institute, at 920-403-2939 or [jamie.lynch@snc.edu](mailto:jamie.lynch@snc.edu). Questions concerning the City of De Pere should be directed to Larry Delo, De Pere City Administrator, at [ldelo@deperewi.gov](mailto:ldelo@deperewi.gov).

### OVERALL PERCEPTION OF DE PERE

1. Overall, how would you rate the City of De Pere as a place to live?
 

|                |   |
|----------------|---|
| Excellent..... | 1 |
| Good.....      | 2 |
| Fair.....      | 3 |
| Poor .....     | 4 |
| Not Sure ..... | 8 |
  
2. During the past five years, how would you say the City of De Pere has changed?
 

|                                                 |   |
|-------------------------------------------------|---|
| The City has become a better place to live..... | 1 |
| The City has stayed the same .....              | 2 |
| The City has become a worse place to live.....  | 3 |
| Not Sure .....                                  | 8 |

## PERCEPTION OF CITY SERVICES

3. Please indicate how important each of the following City services are to you: very important, somewhat important, not too important, or not at all important. Let's begin with... [Randomize]

|                                                                                             | Very<br>Important | Somewhat<br>Important | Not Too<br>Important | Not at All<br>Important | Not<br>Sure |
|---------------------------------------------------------------------------------------------|-------------------|-----------------------|----------------------|-------------------------|-------------|
| A. Condition of City streets                                                                | 1                 | 2                     | 3                    | 4                       | 8           |
| B. Snow plowing                                                                             | 1                 | 2                     | 3                    | 4                       | 8           |
| C. Garbage collection                                                                       | 1                 | 2                     | 3                    | 4                       | 8           |
| D. Recycling collection                                                                     | 1                 | 2                     | 3                    | 4                       | 8           |
| E. Traffic management                                                                       | 1                 | 2                     | 3                    | 4                       | 8           |
| F. Wastewater sewer services                                                                | 1                 | 2                     | 3                    | 4                       | 8           |
| G. Water supply/quality                                                                     | 1                 | 2                     | 3                    | 4                       | 8           |
| H. Storm water control                                                                      | 1                 | 2                     | 3                    | 4                       | 8           |
| I. Property and building condition<br>code enforcement                                      | 1                 | 2                     | 3                    | 4                       | 8           |
| J. City communications (social<br>media, website, television)                               | 1                 | 2                     | 3                    | 4                       | 8           |
| K. Promoting economic development                                                           | 1                 | 2                     | 3                    | 4                       | 8           |
| L. Providing public health services                                                         | 1                 | 2                     | 3                    | 4                       | 8           |
| M. Ambulance service                                                                        | 1                 | 2                     | 3                    | 4                       | 8           |
| N. Fire protection                                                                          | 1                 | 2                     | 3                    | 4                       | 8           |
| O. Traffic enforcement                                                                      | 1                 | 2                     | 3                    | 4                       | 8           |
| P. Merging services with other<br>communities to control costs or<br>improve service levels | 1                 | 2                     | 3                    | 4                       | 8           |
| Q. Adult recreational services                                                              | 1                 | 2                     | 3                    | 4                       | 8           |
| R. Youth recreational services                                                              | 1                 | 2                     | 3                    | 4                       | 8           |
| S. Senior citizen recreational<br>services                                                  | 1                 | 2                     | 3                    | 4                       | 8           |
| T. Maintenance of existing parks and<br>sport facilities                                    | 1                 | 2                     | 3                    | 4                       | 8           |
| U. Long-term community planning                                                             | 1                 | 2                     | 3                    | 4                       | 8           |

4. Would you be willing to pay higher property taxes to maintain existing municipal services you think are important?

Yes..... 1  
 No ..... 2  
 Not Sure ..... 8

5. Would you be willing to pay higher property taxes to increase existing municipal services or add new ones you think are important?

Yes..... 1  
 No ..... 2  
 Not Sure ..... 8

6. Do you favor or oppose the City reducing lesser important services, enabling them to...

|                                     | Favor | Oppose | Not Sure |
|-------------------------------------|-------|--------|----------|
| A. Reduce taxes                     | 1     | 2      | 8        |
| B. Stabilize taxes                  | 1     | 2      | 8        |
| C. Introduce new services           | 1     | 2      | 8        |
| D. Increase more important services | 1     | 2      | 8        |

7. Have you or your family used the VFW Aquatic Facility in the past year?

Yes..... 1  
 No ..... 2  
 Not Sure ..... 8

8. Have you or your family used the Legion Pool in the last 3 years?

Yes..... 1  
 No ..... 2  
 Not Sure ..... 8

9. Which of the following best describes your views regarding the quality of information provided by the City about its policies and services?

Very Satisfied..... 1  
 Somewhat Satisfied..... 2  
 Somewhat Dissatisfied ..... 3  
 Very Dissatisfied..... 4  
 Not Sure ..... 8

10. The City is considering moving many in-person service transactions online. Please indicate whether you would prefer to access the following services online, in-person, or both?

|                               | Online | In-person | Both |
|-------------------------------|--------|-----------|------|
| A. Tax payments               | 1      | 2         | 3    |
| B. Building permits           | 1      | 2         | 3    |
| C. Registrations for programs | 1      | 2         | 3    |
| D. Licenses                   | 1      | 2         | 3    |
| E. Fee payments               | 1      | 2         | 3    |

11. The City of De Pere is in the process of selecting a new location for compost services. How far would you be willing to drive to a compost site?

- 5 minutes or less ..... 1
- 6 to 10 minutes ..... 2
- 11 to 15 minutes ..... 3
- More than 15 minutes ..... 4
- I would not use a compost site ..... 5

12. Do you think that police officers currently spend too much, too little, or about the right amount of time policing your neighborhood?

- Too Much ..... 1
- About the Right Amount ..... 2
- Too Little ..... 3
- Not Sure ..... 88

13. Are there any specific additional businesses you would like to see located in De Pere?

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## CITY BROADCASTS AND VIDEO STREAMING

14. Do you watch City meetings or other De Pere municipal programming on television?

- Yes ..... 1
- No ..... 2
- Not Sure ..... 8

15. Which of these options is your most preferred way to access City information in the future?

- Mobile apps ..... 1
- Social media ..... 2
- City website ..... 3
- De Pere television channel broadcasts ..... 4
- Watch city council meetings online ..... 5
- Other, please specify: \_\_\_\_\_ ..... 6

16. The City is evaluating future parking needs for the community. Do you favor or oppose allowing overnight parking on residential streets that are currently restricted from 2:00 AM to 5:00 AM Monday to Friday?

- Favor (**allow** overnight parking from 2:00 AM to 5:00 AM on currently restricted residential streets) ..... 1
- Oppose (**do not** allow overnight parking from 2:00 AM to 5:00 AM on currently restricted residential streets) ..... 2
- Not Sure ..... 8

## INCLUSION

17. The next questions have to do with relations between people in the City of De Pere. Please indicate if you agree or disagree with the following statements...

|                                                                                                    | Strongly<br>Disagree | Somewhat<br>Disagree | Somewhat<br>Agree | Strongly<br>Agree | Not<br>Sure |
|----------------------------------------------------------------------------------------------------|----------------------|----------------------|-------------------|-------------------|-------------|
| A. De Pere is a place where <b>everyone</b> is welcome                                             | 1                    | 2                    | 3                 | 4                 | 8           |
| B. De Pere is a place where <b>I</b> feel welcome                                                  | 1                    | 2                    | 3                 | 4                 | 8           |
| C. All residents feel welcome in business establishments                                           | 1                    | 2                    | 3                 | 4                 | 8           |
| D. De Pere provides equal employment opportunities for all residents                               | 1                    | 2                    | 3                 | 4                 | 8           |
| E. De Pere provides equal access to housing for residents of all backgrounds                       | 1                    | 2                    | 3                 | 4                 | 8           |
| F. My voice is represented in the City of De Pere's government                                     | 1                    | 2                    | 3                 | 4                 | 8           |
| G. I believe the City of De Pere takes incidents of bias seriously                                 | 1                    | 2                    | 3                 | 4                 | 8           |
| H. The City of De Pere is a place for the free and open expression of ideas, opinions, and beliefs | 1                    | 2                    | 3                 | 4                 | 8           |
| I. The LGBTQ+ community is welcome in De Pere                                                      | 1                    | 2                    | 3                 | 4                 | 8           |

18. What is **one** thing the City of De Pere can do to improve diversity, equity, and inclusion?

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## FUTURE PRIORITIES

19. The City of De Pere is considering the following priorities. Please indicate whether the City should place a low or high priority on each of the following priorities. Please reserve “high priority” for only a few items.

|                                                                                                                          | Low<br>Priority | Moderate<br>Priority | High<br>Priority |
|--------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------|------------------|
| A. Strengthening support of the arts, cultural, and entertainment activities throughout the City of De Pere              | 1               | 2                    | 3                |
| B. Expanding efforts to create a community that is inclusive of minority racial, ethnic, religious, or other backgrounds | 1               | 2                    | 3                |
| C. Promoting opportunities for young professionals in the area                                                           | 1               | 2                    | 3                |
| D. Promoting healthy lifestyles of residents                                                                             | 1               | 2                    | 3                |
| E. Expanding efforts to preserve the natural environment of the region (air, water, and land)                            | 1               | 2                    | 3                |
| F. Increasing efforts to address issues of poverty                                                                       | 1               | 2                    | 3                |
| G. Expanding efforts to create a community that is inclusive of all sexual orientations                                  | 1               | 2                    | 3                |
| H. Increase efforts to provide a positive future for older adults                                                        | 1               | 2                    | 3                |

## DEMOGRAPHICS

20. How long have you lived in De Pere?

|                          |   |
|--------------------------|---|
| Less than 1 year.....    | 1 |
| 1 to 5 years .....       | 2 |
| 6 to 10 years .....      | 3 |
| 11 to 15 years.....      | 4 |
| 16 to 20 years.....      | 5 |
| More than 20 years ..... | 6 |
| Not Sure .....           | 8 |
| Refused/NA.....          | 9 |

21. Apart from its proximity to your place of employment, what was your primary reason for selecting De Pere as your place of residence?

|                                                    |   |
|----------------------------------------------------|---|
| Quality of life.....                               | 1 |
| Quality of schools .....                           | 2 |
| Rate of taxes .....                                | 3 |
| Recreational facilities and programs .....         | 4 |
| Born/lived here whole life/family lives here ..... | 5 |
| Other, please specify: _____ .....                 | 6 |
| Not Sure .....                                     | 8 |
| Refused/NA.....                                    | 9 |

22. What age range do you fall into?

18 to 24..... 1  
 25 to 34..... 2  
 35 to 44..... 3  
 45 to 54..... 4  
 55 to 64..... 5  
 65 and over ..... 6  
 Not Sure ..... 8  
 Refused/NA..... 9

23. Do you identify as...

Male..... 1  
 Female..... 2  
 Non-binary or other gender ..... 3

24. What ward do you live in? (used to identify City of De Pere Ward you live in 1 - 15) (If they do not know, check street list for Ward number, probe if more specifics are needed) **We will include a drop down**

Ward Number: \_\_\_\_\_

25. What do you feel is the **most** important issue for the City of De Pere to address over the next five years?

\_\_\_\_\_

26. If you could make **one** improvement in the City of De Pere, what would you do?

\_\_\_\_\_

**Thank you for participating in this survey. Your participation is important to helping us better understand the needs of the people of your community. If you have any additional thoughts or feedback, please feel free to e-mail Larry Delo, De Pere City Administrator, at [ldelo@deperewi.gov](mailto:ldelo@deperewi.gov).**

**AGREEMENT FOR SERVICES BETWEEN THE CITY OF DE PERE  
AND ST. NORBERT COLLEGE STRATEGIC RESEARCH INSTITUTE  
(Community Survey)**

THIS AGREEMENT made and entered into this 23 day of February, 2022, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Strategic Research Institute of St. Norbert College, a Wisconsin non-stock corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of an online community survey to gauge sentiment on issues such as quality of life, evaluation of city services, fees and taxes, information dissemination, economic enhancement of downtown De Pere and demographic characteristics; and

WHEREAS, the Consultant has available and offers to provide qualified personnel and facilities necessary to accomplish the work within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in Consultant's Proposal attached hereto as Exhibit A and incorporated by reference. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described in Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.



### III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with the questionnaire from a previous community survey and other information concerning the project that may be applicable in the design of the project, as are available. City shall also provide the Consultant with clear research objectives and develop a timeline that meets the needs of both parties.

### IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

### V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall include copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings, specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

## VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

## VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

## VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit A, to be paid in a lump sum, with 50% to be paid at the start of the project, 25% once the final questionnaire is agreed upon and 25% at the conclusion of the work. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

## IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

## X. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

## XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

## XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors,

partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

### XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

### XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

### XV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

### XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

### XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be

suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

#### XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

#### XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

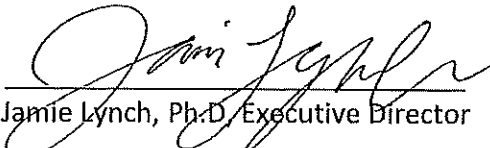
If to City: City of De Pere  
Attn: City Administrator  
335 South Broadway Street  
De Pere, WI 54115

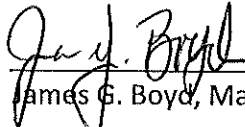
If to Consultant: Jamie Lynch, Ph.D., Executive Director  
Strategic Research Institute  
St. Norbert College  
100 Grant Street  
De Pere, WI 54115

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

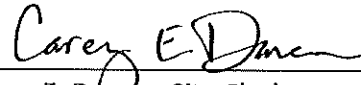
STRATEGIC RESEARCH INSTITUTE

CITY OF DE PERE, WISCONSIN

By:   
Jamie Lynch, Ph.D. Executive Director

By:   
James G. Boyd, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By:   
Carey E. Danen, City Clerk

J:\Law\Agreements\2022\Consultant\SNC (Community Survey)1-19-22.docx



# City of De Pere Community Survey Proposal 2021

## Includes

- Quality of Life
- Evaluating City Services
- Fees and Taxes
- Information Dissemination
- Economic Enhancements

Prepared by:



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**Research Objective**

The Primary Research Objective is to develop and conduct a survey that will gauge community sentiment on such issues as:

- Quality of Life
- Evaluating city services
- Fees and taxes
- Information dissemination
- Economic enhancement of downtown De Pere
- Demographic characteristics

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**Online Research Strategy**

The St. Norbert College Strategic Research Institute (SRI) will field an online survey using a large-scale canvass sample of the residents of the City of De Pere. The interview length will be approximately ten minutes. The questionnaire will be designed to collect information sufficient to meeting the research objectives identified above as well as demographic information such as age, gender, location, length of residence, etc.

The completed sample will be garnered using a postcard outreach at the household level, a water bill insert, and social media as well as traditional media outreaches.

A total of 400 completed surveys is the minimum completion goal which will provide a margin of error of +/-5% at the 95% confidence level. However, we hope to exceed this using these methods.

Questionnaire creation, sampling, staffing, and all other duties associated with fielding an online based survey will be performed by the SRI.



The SRI online survey strategy utilizes four separate outreaches to households in the City of De Pere:

**Mailing 1:** A notification postcard from the St. Norbert College Strategic Research Institute.

**Mailing 2:** A notification announcement from the City of De Pere, Mayor, City Administrator, etc. to be included with water bill mailings.

**Notification 3:** Social media notifications using City sites.

**Notification 4:** Traditional media notification, newspaper, tv, etc.

If the goal of 400 completed interviews has not been reached, then we may implement additional outreach strategies

## Questionnaire Design

The questionnaire will be developed in close collaboration with the City of De Pere. The questionnaire from the previous De Pere community survey will provide a starting point for the design of the 2021 questionnaire. It will be important to retain some of the exact questions in this study to allow for longitudinal tracking of the data.

The questionnaire content will be driven by the information needs of the City of De Pere. The SRI will control the final question wording, location of the questions in the questionnaire and any other methodological decisions to ensure that the research will meet the methodological standards of the research industry. The SRI will establish overall coding procedures for any open-ended questions that might be included. The questionnaire will be a professionally designed online questionnaire.

All research conducted by the SRI will conform to the Code of Ethics of the American Association for Public Opinion Research (AAPOR) and the mission statement of St. Norbert College. All staff and employees must sign a confidentiality pledge before working on any SRI project.

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| <b>Estimated Timeline</b> | <b><u>Activity</u></b>    | <b><u>Completed By</u></b> |
|---------------------------|---------------------------|----------------------------|
|                           | Contract Awarded          | TBD                        |
|                           | Questionnaire Development | 2 weeks                    |
|                           | Data Collection           | 4 - 6 weeks                |
|                           | Analysis & Interpretation | 2 weeks                    |
|                           | Final Report              | 2 weeks                    |

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|                     |                                                                                            |
|---------------------|--------------------------------------------------------------------------------------------|
| <b>Deliverables</b> | The final deliverable will be a PowerPoint Deck interpretive summary report in PDF format. |
|---------------------|--------------------------------------------------------------------------------------------|

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### **Research Team Qualifications**

#### ***Dr. Jamie Lynch, Ph.D., Executive Director and Associate Professor of Sociology***

Dr. Lynch arrived as the Executive Director of the SRI in January 2016. He is an Associate Professor of Sociology at St. Norbert College. He received his B.S. degree from Western Washington University and his Ph.D. from The Ohio State University. He is an expert in the areas of medical sociology, data visualization, and quantitative methodology. He has worked with state governments and healthcare agencies to produce policy recommendation and action steps.

#### ***Mr. Craig Stencel, M.S., Director of Operations***

Mr. Stencel received his B.S. degree from St. Norbert College and his M.S. degree from Michigan Technological University. He has almost 20 years of extensive experience with historical documentation, census records, and public opinion field research methods, as well as health, education, community, and corporate studies.

#### ***Ms. Keri Pietsch, B.A., Research Coordinator***

Ms. Pietsch received her Bachelor of Arts degree in Psychology from St. Norbert College. She has ample experience with conducting research, analyzing data, and

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reporting results. She is an expert in processing and understanding outcomes and evaluations, and has experience in health, market, satisfaction, and public opinion research studies.

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## References

Mari Kriescher, Behavioral Health Manager  
Oneida Nation  
P.O. Box 365  
Oneida, WI 54155

Dave Wegge, President  
Envision Greater Green Bay  
920-217-7738

Dennis Buehler, President  
Greater Green Bay Community Foundation  
920-432-5577

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## Sample Client List

Oneida Tribe – Tribal Community and Health Departments  
Greater Green Bay Community Foundation  
Green Bay Area Chamber of Commerce  
City of De Pere  
Denmark Community School District  
Howard-Suamico School District  
Green Bay School District  
DOT – City of La Crosse – in partnership with SHE  
City of Janesville  
Waunakee School District  
L.I.F.E Studies (Brown County, Fox Cities, Oshkosh)

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## Contract Terms

The SRI generally requires 50% payment at the start of the project, 25% once the final questionnaire is agreed upon and 25% at the completion of the project. These terms can be altered to meet the needs of the client.

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**Investment**

**Total Online Strategy Investment  
with community mailing = \$ 12,500**

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**For Further Information Contact**

Jamie Lynch, Ph.D., Executive Director  
Strategic Research Institute  
St. Norbert College  
100 Grant Street  
De Pere, WI 54115  
920-403-3088 Office  
jamie.lynch@snc.edu

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100 Grant St., De Pere, WI 54115  
1.877.214.7183 (toll-free)



City of De Pere, Wisconsin

**Request For Common Council Action**

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**MEETING DATE:** April 19, 2022

**DEPARTMENT:** Plan Commission

**FROM:** Peter Schleinz

**SUBJECT:** Resolution #22-31 Regarding the Vacation of a Portion of a Public Throughfare (Right-of-Way Discontinuance at 1891 and 1895 Commerce Drive - Adjacent to Parcels ED-344-102-4 and ED-344-102) - Refer to Public Hearing.

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On March 28, 2022 Plan Commission unanimously recommended approval with a vote of 4-0.

**ATTACHMENTS:**

- Reso22-31-Intro-Commerce Drive Vacation (DOCX)
- Mayor -CC-1891 and 1895 Commerce Drive ROW Vacation (PDF)
- Exhibit A (PDF)
- 03-28-22 PC Report - ROW Discontinuance - Commerce DR (DOCX)
- Public Hearing Notice - Commerce DR (DOCX)

## RESOLUTION #22-31

REGARDING THE VACATION OF A PORTION OF A PUBLIC THOROUGHFARE  
 (Right-of-Way Discontinuance at 1891 and 1895 Commerce Drive  
 Adjacent to Parcels ED-334-102-4 and ED-344-102)

WHEREAS, the City of De Pere has initiated the vacation and discontinuance of a portion of public thoroughfare in accordance with the requirements of Wis. Stats. § 66.1003(4)(a); and

WHEREAS, the public interest may require the vacation of said right-of-way; and

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on \_\_\_\_\_, 2021 at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The following described right-of-way at 1891 and 1895 Commerce Drive, located approximately 2,200 feet south of the Commerce Drive /Heritage Road intersection, adjacent to Parcels ED-334-102-4 and ED-344-102, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

**ED-344-102-4**

Part of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the southeast corner of Lot 1, Volume 32 of Certified Survey Maps, Page 319, Map Number 5037, Document Number 1468186; thence N89°03'31"W, 339.53 feet on the south line of said Lot 1 to the southwest corner thereof, the **POINT OF BEGINNING**; thence continuing N89°03'31"W, 65.00 feet on the westerly extension of said south line to the southerly extension of the east right of way of Commerce Drive; thence N00°41'23"E, 65.00 feet on said southerly extension to said east right of way; thence 102.38 feet on the arc of a 65.00 foot radius curve to the right, having a long chord which bears S44°10'55"E, 92.12 feet on said east right of way to the Point of Beginning.

Resolution #22-31  
Page 2 of 3

Said parcel contains 3,327 square feet (0.076 acres) of land more or less.

and

**ED-344-102**

Part of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the southeast corner of Lot 1, Volume 32 of Certified Survey Maps, Page 319, Map Number 5037, Document Number 1468186; thence N89°03'31"W, 339.53 feet on the south line of said Lot 1 to the southwest corner thereof, the **POINT OF BEGINNING**; thence 101.81 feet on the arc of a 65.00 foot radius curve to the right, having a long chord which bears S45°48'51.5"W, 91.72 feet on the east right of way of Commerce Drive; thence N00°41'23"E, 65.00 feet on the northerly extension of the east right of way of Commerce Drive to the westerly extension of said south line of Lot 1; thence S89°03'31"E, 65.00 feet on said westerly extension to the Point of Beginning.

Said parcel contains 3,309 square feet (0.076 acres) of land more or less.

be and the same is hereby wholly vacated and discontinued as a public thoroughfare. All existing utility easements and rights incidental thereto are retained within the vacated right-of-way as provided under § 66.1005(2)(a), and the entire right-of-way shall be retained as an easement. Such vacation and discontinuance shall further be subject to an access easement for public safety and emergency personnel and equipment. Said public right-of-way to be vacated is as shown and dimensioned on the scale map attached hereto and incorporated by reference herein as Exhibit A.

Section 2. The City Clerk is hereby authorized and directed to file and record this resolution, with the map attached, in the Office of the Register of Deeds for Brown County and to amend the Official Map of the City in conformity with this resolution.



Resolution #22-31  
Page 3 of 3

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 19th day of April, 2022.

Adopted by the Common Council of the City of De Pere, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED:

\_\_\_\_\_  
James G. Boyd, Mayor

ATTEST:

\_\_\_\_\_  
Carey E. Danen, City Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Board/Committee Review: 03/28/2022

# CITY OF DE PERE MEMO



To: James G. Boyd, Mayor  
Members of the Common Council

From: Judith Schmidt-Lehman, City Attorney

Date: April 19, 2022 (Meeting Date)

RE: Resolution #22-31 Regarding the Vacation of a Portion of a Public Throughfare (Right-of-Way Discontinuance at 1891 and 1895 Commerce Drive – Adjacent to Parcels ED-344-102-4 and ED-344-102)

The statutory process for the City to initiate a public way vacation is a bit out of the ordinary. Since the City Council does not vacate a public way often, I thought I would send along this memo to explain the process.

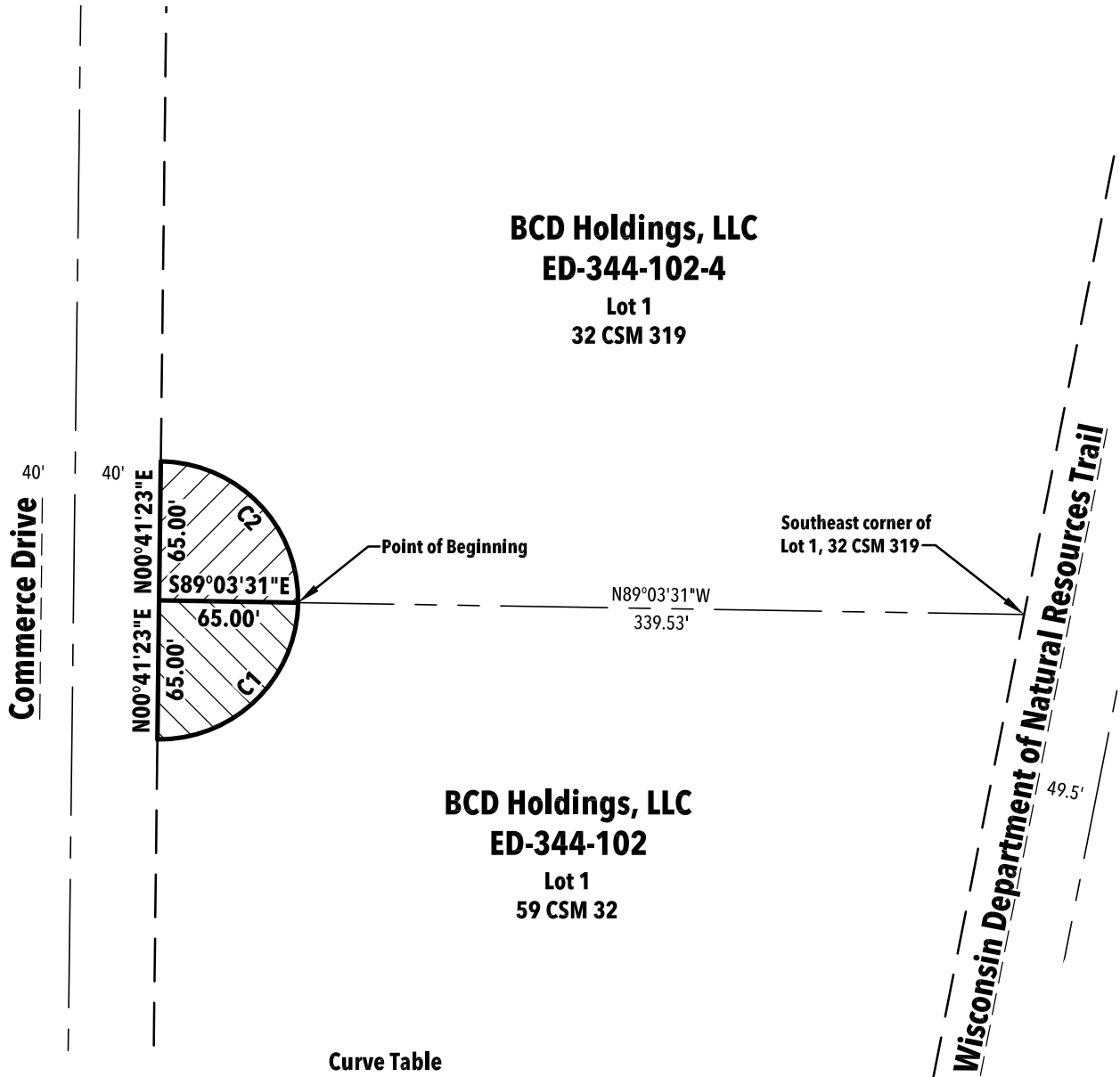
Under Wis. Stats. §66.1003, the City may initiate vacating a public way. This is done by the Council introducing the vacation resolution at a Council meeting. The matter is then set for public hearing, with the same resolution coming back before the Council for action at that public hearing.

Therefore, the action to be taken at the April 19, 2022, meeting as to the above Resolution is merely to refer the Resolution forward for a public hearing. The Resolution will then be placed on the Council agenda at the time of public hearing, at which time the merits of the vacation can be debated and acted upon.

If you have any questions regarding this process, please let me know.

JSL

J:\Law\Memos\2022\Mayor-CC 1891 and 1895 Commerce Drive ROW Vacation4-19-21.docx

**EXHIBIT 'A'**

Curve Table

| Curve # | Delta              | Radius | Length  | Chord Direction        | Chord Length | Tangent Bearing      | Second Tangent Bearing |
|---------|--------------------|--------|---------|------------------------|--------------|----------------------|------------------------|
| C1      | $89^{\circ}44'37"$ | 65.00' | 101.81' | $S45^{\circ}48'51.5"W$ | 91.72'       | $S89^{\circ}18'50"E$ | $N00^{\circ}56'33"E$   |
| C2      | $90^{\circ}14'56"$ | 65.00' | 102.38' | $S44^{\circ}10'55"E$   | 92.12'       | $N00^{\circ}56'33"E$ | $N89^{\circ}18'24"W$   |

## Legend



ED-344-102-4 Vacation Area = 3,327 Sq. Ft.



ED-344-102 Vacation Area = 3,309 Sq. Ft.

Scale: 1" = 80'

**Robert E. Lee & Associates, Inc.****ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES**1250 CENTENNIAL CENTRE BOULEVARD  
HOBART, WI 54155INTERNET: [www.releeinc.com](http://www.releeinc.com)PHONE: (920) 662-9641  
FAX: (920) 662-9141

R:\0400\0404\0404469\Phase 3 - Commerce Vacation\dwg\Commerce Vacation.dwg

CITY OF DE PERE  
Engineering Division  
925 S. Sixth Street  
De Pere, Wisconsin 54115Office (920) 339-4061  
Fax (920) 339-4071

Date: 3/11/2022

REL Job #: 404469

Exhibit  
Sheet 1 of 1

- Item 10: Consideration and possible action for a right-of-way discontinuance at 1891 and 1895 Commerce DR (Adjacent to Parcels ED-344-102-4, ED-344-102).\*

**PROPOSED RIGHT-OF-WAY DISCONTINUANCE**



Year 2020 air photo.

**REQUESTED ACTION:** Public Right-Of-Way Discontinuance Approval.

*Right-Of-Way discontinuance for a cul-de-sac bulb that will no longer be needed when the construction of the southern end of Commerce DR is complete.*

**COMMON DESCRIPTION:** 1891 and 1895 Commerce DR, located approximately 2,200 feet south from the Commerce DR and Heritage RD intersection.

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|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PARCEL NUMBER(S):</b>      | Adjacent to Parcels ED-344-102-4, ED-344-102.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>ZONING:</b>                | Right-of-way is adjacent to General Industrial District (I-3).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>SURROUNDING LAND USES:</b> | Business Park to the north and south.<br>Business Park and Fox River State Recreational Trail to the East.<br>Town of Ledgeview is undeveloped and residential to the west.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>COMPREHENSIVE PLAN:</b>    | Industrial Park.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>APPLICANT/OWNER NAME:</b>  | <u>Authorized Representative and Property Owner</u><br>City of De Pere<br>335 S Broadway ST<br>De Pere, WI 54115                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>SITE HISTORY:</b>          | The right-of-way was built in the 1980's.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>STAFF REVIEW:</b>          | <p>When reviewing a right-of-way vacation/discontinuance, staff utilizes the vacation process identified in Wisconsin State Statutes 66.103 and 66.105. The role of the Plan Commission in the process is to determine if such a vacation/discontinuance is necessary and if so, recommend to the Common Council that the right-of-way be vacated/discontinued. The following are factors for consideration:</p> <ul style="list-style-type: none"> <li>• The cul-de-sac part of the right-of-way will no longer be needed after the southern extension of Commerce DR is complete (from the cul-de-sac to Rockland RD).</li> <li>• The right-of-way will be divided into two and attached to the parcels ED-344-102-4 and ED-344-102.</li> <li>• The discontinuance has been reviewed by the Development Services Department and Engineering staff. Conditions of approval added are listed at the end of this report.</li> </ul> |
| <b>REVIEW PROCESS:</b>        | <p>The Common Council will review the Plan Commission recommendation twice, first as a resolution on April 19, 2022 and then with a public hearing and resolution potentially on June 7, 2022.</p> <p>Immediately adjacent property owners were notified of all proposed meetings and no comments were received. The review process follows State Statute requirements and there is not a 300-foot nearby neighbor notification requirement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>STAFF RECOMMENDATION:</b>  | <p>Staff recommends APPROVAL and forwarding the 1891 and 1895 Commerce DR right-of-way discontinuance to the Common Council for final approval with the following condition:</p> <ol style="list-style-type: none"> <li>1. The entire right-of-way is retained as an easement; all utility easements are retained.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

Publish: May 13, May 20, May 27, 2022, in the Press-Times (Class III Notice)

#### NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, June 7, 2022**, at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on a discontinuance of a public thoroughfare at **1891 & 1895 Commerce DR**, adjacent to Parcels ED-344-102-4, ED-344-102, described as:

**Adjacent to ED-344-102-4:** Part of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the southeast corner of Lot 1, Volume 32 of Certified Survey Maps, Page 319, Map Number 5037, Document Number 1468186; thence N89°03'31"W, 339.53 feet on the south line of said Lot 1 to the southwest corner thereof, the POINT OF BEGINNING; thence continuing N89°03'31"W, 65.00 feet on the westerly extension of said south line to the southerly extension of the east right of way of Commerce Drive; thence N00°41'23"E, 65.00 feet on said southerly extension to said east right of way; thence 102.38 feet on the arc of a 65.00 foot radius curve to the right, having a long chord which bears S44°10'55"E, 92.12 feet on said east right of way to the Point of Beginning.

Said parcel contains 3,327 square feet (0.076 acres) of land more or less.

**Adjacent to ED-344-102:** Part of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the southeast corner of Lot 1, Volume 32 of Certified Survey Maps, Page 319, Map Number 5037, Document Number 1468186; thence N89°03'31"W, 339.53 feet on the south line of said Lot 1 to the southwest corner thereof, the POINT OF BEGINNING; thence 101.81 feet on the arc of a 65.00 foot radius curve to the right, having a long chord which bears S45°48'51.5"W, 91.72 feet on the east right of way of Commerce Drive; thence N00°41'23"E, 65.00 feet on the northerly extension of the east right of way of Commerce Drive to the westerly extension of said south line of Lot 1; thence S89°03'31"E, 65.00 feet on said westerly extension to the Point of Beginning.

Said parcel contains 3,309 square feet (0.076 acres) of land more or less.

The public may attend the meeting either in person in the Council Chambers (2<sup>nd</sup> Floor City Hall, 335 S. Broadway ST, De Pere WI) or electronically. Electronic or telephonic access to the meeting is below: Computer/smart phone accessing <https://www.gotomeet.me/DePere> OR dial by phone: United States (Toll Free): 1-866 899-4679 United States: +1 (312) 757-3117 Access Code: 154-883-285.

**A map and detailed description of the proposed right-of-way discontinuance is available by emailing Peter Schleinz at [pchleinz@deperewi.gov](mailto:pchleinz@deperewi.gov).**

Dated this 19<sup>th</sup> day of April, 2022.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd  
Mayor

Carey E. Danen  
City Clerk



## City of De Pere, Wisconsin

### Request For Common Council Action

---

**MEETING DATE:** April 19, 2022

**DEPARTMENT:** Administration

**FROM:** Lawrence Delo

**SUBJECT:** Resolution #22-32 Authorizing Agreement for Consulting Services Between the City of De Pere and MSA Professional Services, Inc. (Grant Identification, Solicitation and Management Services).

---

At its meeting on April 12, 2022, the Finance/Personnel Committee voted unanimously to recommend that MSA Professional Services, Inc. be selected to perform grant identification, solicitation and management services and to move this item forward to the Common Council for final approval.

#### ATTACHMENTS:

- Reso22-32 (PDF)
- MSA Professional Services, Inc.(Grant Identification, Solicitation and Management)4-13-22 (PDF)
- Exhibit A-MSA(Grant Solicitation) (PDF)
- Exhibit B-MSA (Grant Solicitation) (PDF)
- Recommendation to Award Grant Services Agreement to MSA - Memo to City Council 4-19-22 (PDF)

## RESOLUTION #22-32

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN  
THE CITY OF DE PERE AND MSA PROFESSIONAL SERVICES, INC.  
(Grant Identification, Solicitation and Management Services)

WHEREAS, the City is in need of retaining a firm to identify grant opportunities for all City departments and operations on an ongoing basis and to solicit and manage grants as needed; and

WHEREAS, MSA Professional Services, Inc. has available and offers to provide personnel and equipment necessary to accomplish those services within the required timeframe; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and MSA Professional Services, Inc. as is attached hereto.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19<sup>th</sup> day of April, 2022.

APPROVED:

\_\_\_\_\_  
James G. Boyd, Mayor

ATTEST:

\_\_\_\_\_  
Carey E. Danen, City Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Board/Committee Approval: 04/12/2022



**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE  
CITY OF DE PERE AND MSA PROFESSIONAL SERVICES, INC.  
(Grant Identification, Solicitation and Management Services)**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and MSA Professional Services, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of retaining the services of a firm to identify grant opportunities for all City departments and operations on an ongoing basis and to solicit and manage grants as needed; and

WHEREAS, the Consultant has available and offers to provide qualified personnel and facilities necessary to accomplish the work within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated March 25, 2022 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described in Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

### III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with information concerning city services, departments and operations as are available, as well as other details concerning City's planning, capital and operational needs, as are applicable to the requested services.

### IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

### V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall include copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings, specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

## VI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

## VII. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

## VIII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

## IX. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid on a monthly basis at the hourly rates then in effect. Payment to the Consultant is due upon receipt of an itemized invoice by the City. Compensation for actual grant applications will be decided on a case-by-case basis. In addition, compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

## X. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

## XI. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

## XII. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

B. Consultant shall also maintain professional liability insurance covering damages to City resulting from errors and omissions of the Consultant. The limit of liability under said policy shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

C. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

### XIII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

### XIV. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

### XV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

### XVI. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

### XVII. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

## XVIII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XIX.

## XIX. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

## XX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the

MSA Professional Services, Inc.  
(Grant Identification, Solicitation and Management Services)

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other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

## XXI. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

|                                                                                                                          |                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| <p>If to City:<br/> City of De Pere<br/> Attention: City Clerk<br/> 335 South Broadway Street<br/> De Pere, WI 54115</p> | <p>With a copy to:<br/> City of De Pere<br/> Attention: City Administrator<br/> 335 South Broadway Street<br/> De Pere, WI 54115</p> |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|

If to Consultant:  
MSA Professional Services, Inc.  
Attention: Diane Wessel, Project Manager  
4321 West College Avenue; Suite 200  
Appleton, WI 54914

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

MSA PROFESSIONAL SERVICES, INC.

CITY OF DE PERE, WISCONSIN

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
James G. Boyd, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Carey E. Danen, City Clerk

J:\Law\Agreements\2022\Consultant\MSA Professional Services, Inc.(Grant Identification, Solicitation and Management)4-13-22.docx

MSA Professional Services, Inc.  
(Grant Identification, Solicitation and Management Services)  
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# City of De Pere, Wisconsin



## Request for Proposal Grant Identification, Solicitation and Management Services

April 2022



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## A. PURPOSE OF REQUEST

The City of De Pere, Wisconsin (City) is requesting proposals (RFP) for the purpose of retaining a firm to identify on an ongoing basis grant opportunities for all City departments and operations and to solicit and manage grants as needed for the City.

Any inquiries/clarifications concerning the request for proposal should be directed by email to the Judy Schmidt-Lehman, City Attorney/Assistant City Administrator at [jschmidt-lehman@deperewi.gov](mailto:jschmidt-lehman@deperewi.gov) and should be received no later than the date specified in the time schedule.

This RFP seeks professional services, and statutory bidding laws do not apply.

## B. TIME SCHEDULE

The City intends to use the following timetable for evaluation and selection of a firm:

|                           |                                                |
|---------------------------|------------------------------------------------|
| Week of February 21, 2022 | Send out request for proposal (RFP).           |
| March 25, 2022            | Deadline for receipt of responses by the City. |
| April 12, 2022            | Finance Committee review and recommendation.   |
| April 19, 2022            | Council consideration to award contract.       |

## C. INSTRUCTIONS TO SUBMIT PROPOSAL

1. All responses must be emailed to: Judy Schmidt-Lehman, City Attorney/Assistant City Administrator at [jschmidt-lehman@deperewi.gov](mailto:jschmidt-lehman@deperewi.gov).
2. Questions should be addressed to Judy Schmidt-Lehman, City Attorney/Assistant City Administrator via email at [jschmidt-lehman@deperewi.gov](mailto:jschmidt-lehman@deperewi.gov) or 920-339-4042.
3. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the City of De Pere to do so. The City may require the Firms selected to participate in negotiations, and to submit such price, technical or other revisions in their proposal as may result from negotiations.
4. No official or employee of the City of De Pere involved in the evaluation or approval of a proposal shall have any financial interest, either direct or indirect, in the contract. No official or employee of the City shall exercise any undue influence in the awarding of the contract.
5. Amendment of proposals may be done as follows:

- a. By City: Proposals may be amended by the City in response to need for further clarification, specifications and/or requirements changes, new opening date, etc. Copies of the amendment will be emailed to prospective vendors.
- b. By Firm: Proposals may only be amended after receipt by the City by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by the City.

#### **D. DESCRIPTION OF THE CITY OF DE PERE**

The City of De Pere is located in Brown County and is part of the Green Bay metropolitan area. Incorporated in 1890, the City of De Pere covers approximately 13 square miles and has a population of 25,410. The City operates under the Mayor-Council-Administrator form of government. The eight alderpersons represent four districts, serving two-year staggered terms, with one alderperson per district elected every year. The Mayor is elected to serve a two-year term and serves as the City's chief executive officer. The Administrator is appointed by the Common Council and serves as the City's chief administrative officer.

De Pere provides a full range of services typical of municipal governments, including police, fire and emergency medical protection; public works activities such as highway and street maintenance, refuse and recycling collection, water, storm and wastewater utilities; health department; parks and recreation activities; community development activities including planning and zoning enforcement, economic development, and construction inspection; and general and financial administration.

The City government includes 10 departments. The City employs approximately 150 full time equivalent (excluding part-time and seasonal) employees. The City's annual budget for all funds is typically about \$60 million.

#### **E. SCOPE OF GRANT SERVICES**

The selected firm shall identify grant opportunities for the City throughout the contract period, including currently available and anticipated grant opportunities for all City departments and operations.

The City may choose to utilize City staff or the selected firm to submit specific grant applications and manage ongoing grant requirements and reporting. The City and selected firm will discuss grant opportunities as they are identified to determine if the City will apply for identified grants and to determine whether the City or the selected firm will be responsible for the submittal and management of the grant in a manner that the City determines best meets the needs of the City.

#### **F. FIRM PROFILE AND QUALIFICATIONS**

##### **A. Profile of the Firm**

This section should include information on:

- 1. The type of organization and size of the Firm.
- 2. Firm's address.

3. Firm's telephone number.
4. Firm's federal tax identification number.
5. Name, title, address, telephone number and email address of contact person authorized to contractually obligate the firm.
6. The length of time the Firm has been in existence, as well as the length of time the Firm has been identifying, applying for and managing grants for municipalities located in Wisconsin.

**B. Firm's Qualifications**

This section should include the following:

1. Resumes of all key staff members to be assigned to the City. The resumes should include experience and educational information relative to the work proposed. In addition, list detailed time commitments of all key staff members. The Firm shall not replace any key staff member without approval of the City, whose approval will not be reasonably withheld. The resumes may be included as an appendix.
2. Description of the Firm's recent experience with local government grant identification, solicitation / application and management of local government clients similar to that being requested. Provide references from at least three prior clients, including the names, titles, addresses, telephone numbers and e-mail addresses of key client staff members.
3. Any other information relevant to the Firm's qualifications for the proposed engagement.
4. The Firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the Firm during the past three years with state regulatory bodies or professional organizations.

**G. SERVICE RATES AND FEES**

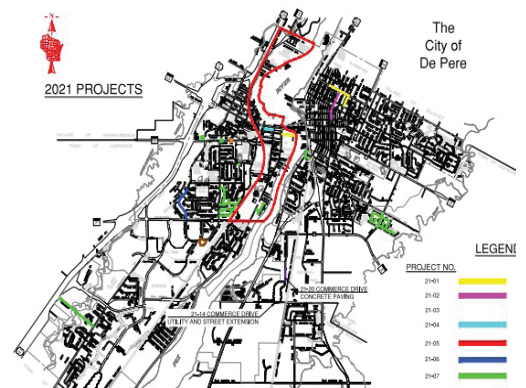
Include a detailed description of the rate or fee structure proposed for 1) Identifying grant opportunities; 2) Preparing and submitting grant applications; and 3) Management of grants awarded to the City until grant reporting and management requirements are fulfilled. Include hourly or other pertinent rates your firm would apply to complete the required scope of work for senior staff, professional staff, and clerical staff. Final costs will be based on the actual hours of work provided. The firm shall include in this proposal the projected hours to be spent monthly on searching for and analyzing potential funding opportunities and presenting them to City staff. Costs for actual grant applications will be decided upon on a case-by-case basis at that later date.

## H. CITY CONSULTANT AGREEMENT

If your proposal is accepted and a contract drafted, this RFP and all documents attached hereto including any amendments, the Firm's technical and price proposals, and any other written offers/clarifications made by the Firm to be accepted by the City, will be incorporated into a Consultant Agreement between the City and the Firm, in the form of the Sample Consultant Agreement, attached and incorporated hereby.

The submission of a proposal shall be considered as a representation that the Firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the Common Council, execution of the contract by the proper City officials, and delivery of the fully-executed contract to the Firm. Acceptance may be revoked at any time prior to delivery of the fully-executed contract to the successful Firm. The contract may be amended only by written agreement between the Firm and the City of De Pere.



## STATEMENTS OF QUALIFICATIONS

### Grant Writing Services for the City of De Pere

#### Prepared for:

City of De Pere, WI  
March 25, 2022

#### Prepared by:

#### MSA PROFESSIONAL SERVICES

4321 W. College Avenue, Suite 200,  
Appleton WI 54914

#### **Brittney Mitchell, Funding Manager**

Phone: (608) 355-8892

Email: [bmitchell@msa-ps.com](mailto:bmitchell@msa-ps.com)

#### **Diane Wessel, Project Manager**

Phone: (920) 306-5285

Email: [dwessel@msa-ps.com](mailto:dwessel@msa-ps.com)



March 25, 2022

Judy Schmidt-Lehman, City Attorney/Assistant City Administrator  
City of De Pere  
335 S Broadway  
De Pere, WI 54115

Re: Statement of Qualifications to Provide Grant Solicitation and Management Services for all City Departments and Operations

Dear Judy,

As the City of De Pere continues to grow, we understand that challenges that are technical (designing solutions), fiscal (funding to plan and implement changes), and economic (attracting new investment) that arise. We can assure you MSA, a full-service firm, can identify the opportunities that would greatly benefit the City of De Pere and position the community well for several funding initiatives. We bring a team skilled in everything that you need in this desired effort: community funding, engineering, community planning, architecture, landscape architecture, economic development planning, and more.

One of the strengths that our team brings is a proactive, problem-solving attitude. We identify challenges and work to solve them, and we adjust on the fly as conditions shift. We breathe life into early suggestions for such a plan by showing how it could work and securing grant funding to make it possible. These experiences strengthen our technical skills, our flexibility to deal with the unexpected, and allow us to stand out in the region.

The enclosed proposal represents our current understanding of your needs. Further discussion with you may lead to some changes in approach, so we believe this to be a good start on charting your course for funding over the next few years. We understand that the City would like to enter into an agreement with a private consultant for the purpose of locating, initiating and applying for grants for all City departments and operations.

We are confident that we can meet these needs and are committed to making these efforts a success. We look forward to the opportunity to provide the next step and help meet the funding needs in your community!

Sincerely,  
MSA Professional Services, Inc.

Brittney Mitchell  
Funding Manager

**P: (608) 355-8892 E: bmittchell@msa-ps.com**

Diane Wessel, AICP & ICMA-CM Candidate  
Project Manager | Community Development Specialist

**P: (920) 306-5285 E: dwessel@msa-ps.com**



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## FIRM PROFILE.

MSA Professional Services, Inc. (MSA) specializes in the sustainable development of communities. We achieve this by building honest, open relationships that go beyond the project to become a trusted source of expertise and support for immediate challenges and long-term goals. Big or small, we do whatever it takes to meet each need, working to make communities stronger in the process. **It's more than a project. It's a commitment.**

MSA's roots reach back to the 1930s. Once a rural land survey company, our firm now consists of approximately 380 engineers, architects, planners, funding experts, surveyors, GIS experts and environmental scientists. MSA excels at helping clients identify grant and funding sources and then delivering high-quality, cost-effective solutions.

### CONTACT OF REPRESENTATIVE

Brittney Mitchell, Funding Manager (608) 355-8892  
bmitchell@msa-ps.com

Diane Wessel, Project Manager (920) 306-5285  
dwessel@msa-ps.com

### TYPE OF ENTITY

Corporation

### DATE OF INCORPORATION

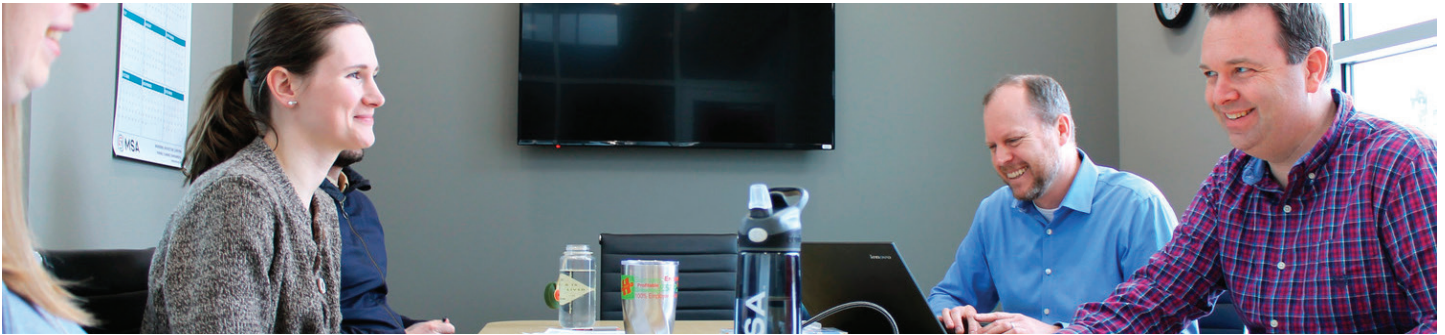
1962

### MAIN OFFICE WHERE WORK WILL BE CONDUCTED

4321 W. College Avenue, Suite 200, Appleton WI 54914

### FEDERAL TAX IDENTIFICATION NUMBER

# 04-803-4433



## CERTIFICATION OF ETHICAL PRACTICES

MSA Professional Services, Inc. certifies that we never received any type of citation for the violation of an ethical or professional standard.

Our primary goal is to build long-term relationships with our clients. We can only do this by establishing and maintaining trust with those who hire us. To comply with impending regulations established by the Securities and Exchange Commission (SEC), MSA has become the only engineering firm to register with the SEC. Our obligation is to our client to remain compliant with the utmost integrity.

### Integrity and Compliance with Public Policy

MSA retains a solid reputation with the regulatory agencies with whom we work. Our experts are regularly invited to present to various industry and regulatory associations. As stewards of the environment and of the communities we serve, our experts take an ethical approach to our work and maintain an upstanding reputation everywhere we do business. MSA has never received any type of

citation for the violation of an ethical or professional standard. Our primary goal is to build long-term relationships with our clients. We can only do this by establishing and maintaining the highest level of trust with those who hire us.

## CONFIRMATION OF CONTRACT RESPONSIBILITY

MSA Professional Services, Inc. acknowledges that it is our complete responsibility for the entire contract, including approval of all payments resulting from work completed under the project contract.

## CONFIRMATION OF EQUAL OPPORTUNITY EMPLOYER

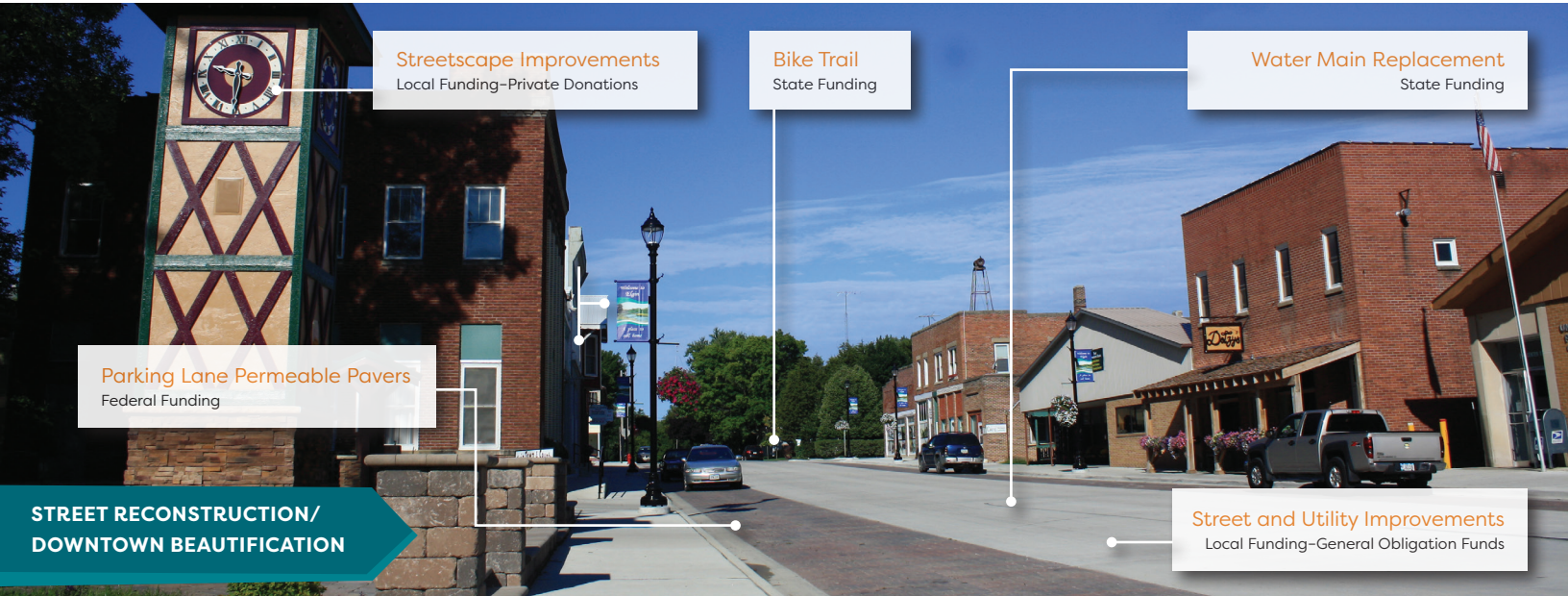
MSA Professional Services, Inc. confirms that we do not discriminate against any persons on the basis of race, creed, color, age, sexual orientation, gender, ethnic background or national origin.



## FIRM PROFILE AND QUALIFICATIONS

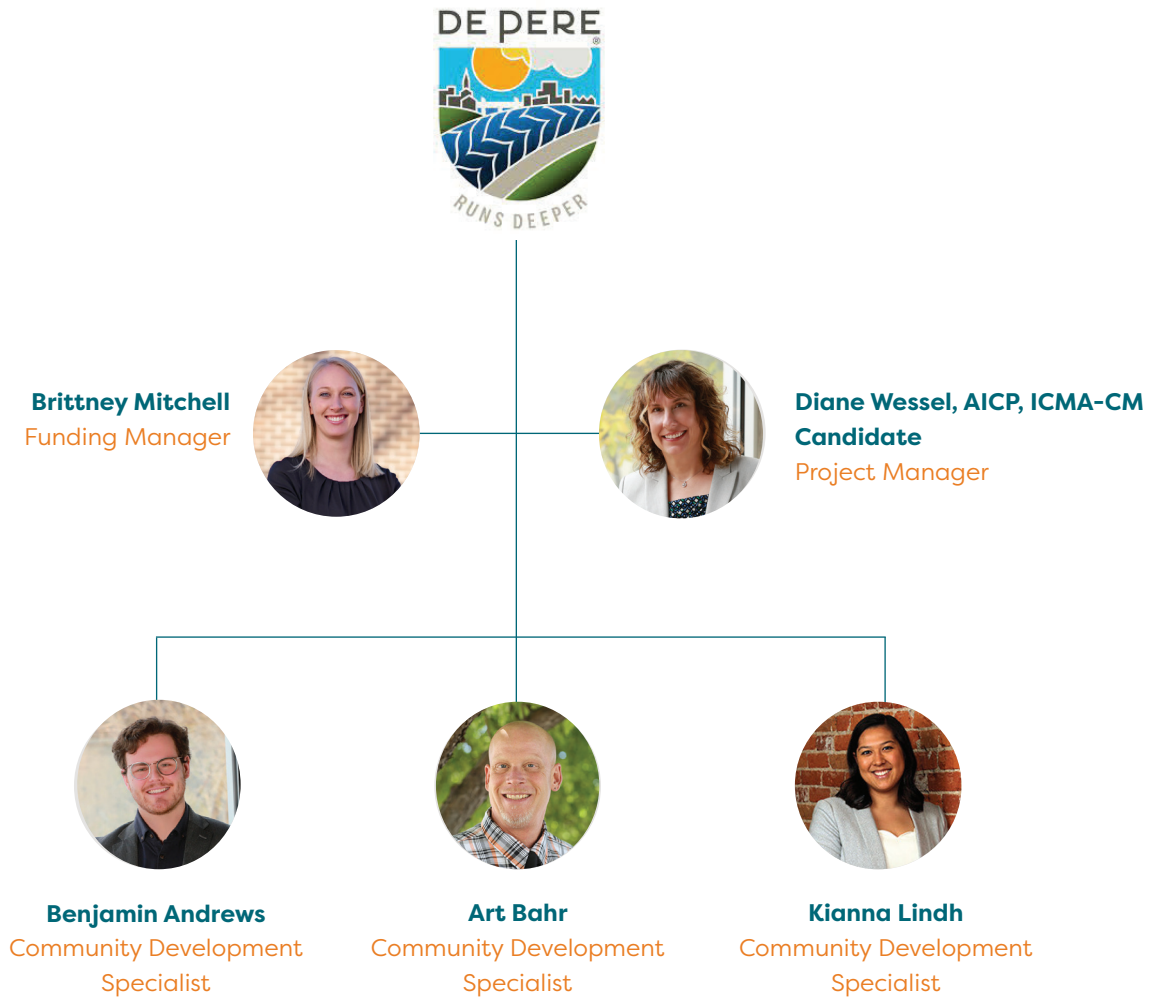
### MSA HAS ASSISTED NUMEROUS GOVERNMENTAL ENTITIES WITH SIMILAR PROJECTS

MSA is proud of the reputation and confidence we've earned from similar communities and routinely work with county and local governments on a wide variety of municipal funding projects across the Midwest. We have the expertise and the decades of experience navigating procedures and state-regulated processes to successfully work with the City of De Pere for the projects listed in the RFP. **We've been apply for and managing grants for municipalities located in Wisconsin for nearly 40 years.**



## ORGANIZATIONAL CHART

Our team is staffed to handle the needs of your projects. We are a group of experienced planning, engineering, and funding specialists backed by more than 380 other technical specialists who are accustomed to working together on similar projects. Our familiarity with each other will enable us to meet your workload and timeline requirements. **For this project, we have chosen a team that specifically reflects your needs and offers the expertise to explore all viable alternatives.** We affirm that we will not replace any key staff member without approval of the City.







## Brittney Mitchell

### FUNDING MANAGER

*Brittney will oversee all funding initiatives and grant administration.*

Brittney leads MSA's in-house funding team and is responsible for a variety of project financing, including the administration to benefit the communities she serves. Brittney also:

- Finances projects from start to finish, including application and administering to benefit communities.
- Completes grant and funding applications, coordinates funds, and administers project funding from design phase through project completion.
- Provides Davis-Bacon Labor Standards compliance and payroll review reporting.
- Works with numerous grant, principal forgiveness and loan programs to assist the community and other resource personnel to tailor funding packages to meet their needs.

### EDUCATION

B.A., Marketing and Business Administration  
University of Wisconsin-Whitewater

### AREAS OF EXPERTISE

- Urban Design and Redevelopment
- Comprehensive Planning
- Park Planning
- Streetscape Planning
- 3-D Modeling

### SELECTED PROJECT EXPERTISE

- **2021 IHDA Abandoned Residential Properties Relief Grant Application**, Savanna, IL
- **Community LMI Survey**, Savanna, IL
- **Rebuild Illinois Grant Application**, Port Byron, IL
- **2020 Funding Administration**, Ripon, WI
- **2021 CDBG-CL Administration**, Ripon, WI
- **Funding Opportunities 2019**, Ripon, WI
- **IEPA Unsewered Planning Grant Application**, Ripon, WI
- **Light & Water EDA Funding Grant Application & Administration**, Eagle River, WI
- **Application Submittals, Various Agencies:** Wisconsin DNR Environmental Loan Program for Safe Drinking Water, Safe Drinking Water Lead Service Line (LSL) Program, Clean Water Fund, Clean Water Fund, Hardship Programs, FEMA, and Economic Development Administration.
- **Administration of Grants and Loans, Various Projects:** Many projects have included EDA, Rural Development, FEMA, CDBG, and DNR projects.
- **Lead Service Line Projects:** Antigo, Baraboo, Clintonville, Eagle River, North Fond du Lac, Princeton, Randolph, Stratford
- **Richland Center Reservoir Well**, Omro, WI
- **Street Projects**, Omro, WI
- **WWTF Upgrade**, Holmen, WI
- **WWTF Upgrade**, Kendall, WI
- **Street Projects**, Rock Springs, WI



## Diane Wessel, AICP & ICMA-CM (May 2022)

PROJECT MANAGER | COMMUNITY DEVELOPMENT SPECIALIST

*Diane will be responsible for locating, identifying, and presenting grant opportunities to the City of De Pere.*

Diane is dedicated to creating equitable, healthy, sustainable, and resilient communities. As both a planner and public administration professional, she understands the needs of both the built environmental and organizational operations of local communities and their governing bodies. This understanding helps Diane forecast needs and connect needs with funding sources.

Diane's strong work ethic, dedication, local government experience, communication skills, planning and prioritization skills, and commitment to teamwork make her an asset to multi-disciplinary project teams.

### SELECTED PROJECT EXPERTISE

**Wisconsin Neighborhood Investment Program Grant Application, Park Falls, WI**  
Served as project manager for \$5.7M awarded for new YMCA construction.

### CDBG-CV

- Beaver Dam, WI: \$2.5M pending award (project manager)
- Shawano, WI: \$2.34M (application assistance)
- White Lake, WI: \$1M (application assistance)

### Tax Incremental Districts, Hortonville, WI\*

*Developed and managed 3 tax incremental finance districts in the Village of Hortonville; closed out a formerly distressed TIF.*

### USGS National Geospatial Program, Lincoln County, WI\*

*Secured approximately \$300K to obtain 905 sq. miles of LiDAR data.*

### Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) conservation grants. Lincoln County, WI\*

*Oversaw the application, management, and administration of land and water conservation grants.*

### Wisconsin Department of Administration, Comprehensive Planning Grants, Marathon County, WI, 2006-2010\*

*Project manager and grant administrator for the state's largest multi-jurisdictional planning effort in the state. Coordinated the development of 51 municipal comprehensive plans and administered an \$874K planning grant.*

*\*Denotes experience prior to MSA.*

### EDUCATION

M.S. Public Administration, UW-Oshkosh

B.S., Forest Management, UW-Stevens Point

### CERTIFICATIONS

American Institute of Certified Planners (AICP)

International City/County Manager Association – Credentialed Manager (ICMA-CM) Candidate. Credentialing May 1, 2022.

### AFFILIATIONS

International and Wisconsin City County Manager's Association

American Planning Association & Wisconsin Chapter

### AREAS OF EXPERTISE

- Strategic Planning
- Community Planning
- Facilitation
- Policy analysis
- Project Management
- Funding

## FIRM PROFILE AND QUALIFICATIONS



**Benjamin Andrews**  
**COMMUNITY DEVELOPMENT**  
**SPECIALIST**

Ben recently joined MSA in November of 2021. Prior to working at MSA, he worked in the field of local government management and has experience working with funding in that capacity. He has assisted communities in applications for and administration of multiple funding sources, including Community Development Block Grants, DNR Environmental Loans, and FEMA grants.

### Education

B.S., Public Administration  
University of Wisconsin-Green Bay

### Selected Project Experience

Maugh's Creek Drainage Improvements, Mauston, WI  
*CDBG wage rate monitoring and preparation and submittal of semi-annual reports.*

Storm Sewer Upgrades & Street Reconstruction, Rib Lake, WI  
*CDBG wage rate monitoring and preparation and submittal of semi-annual reports.*

Street and Utility Improvements, Suring, WI  
*CDBG wage rate monitoring and preparation and submittal of semi-annual reports.*

ADA Compliant Doors, Florence, WI  
*CDBG wage rate monitoring and preparation and submittal of semi-annual reports.*

Fire Engine, Hortonville, WI  
*Prepared application for FEMA Assistance to Firefighters Grant.*

Turnout Gear and Fire Dept. Equipment, Seymour, WI  
*Prepared application for FEMA Assistance to Firefighters Grant.*

Municipal Flood Grant, Elroy and La Valle, WI  
*Prepared application for WDNR Municipal Flood Control Grant.*



**Art Bahr**  
**COMMUNITY DEVELOPMENT**  
**SPECIALIST**

Art brings 16 years of experience working with various Wisconsin communities regarding CDBG, USDA-RD, DNR, and Wisconsin TIF funding. Art's unique experience in government administration and public/private utilities allow for an in-depth understanding of budgeting and funding. He has successfully guided many reconstruction and new construction projects. As a previous municipal administrator and elected official, he understands the difficult decisions and positions an official must make. In all of his positions, he has also taken great pride in his ability to form "win-win" relationships with local, state and federal regulators. He's a proven professional able to adapt and apply skills to attain any goal. Art is a team player and leader with strong communication skills and high standards of ethics and honesty.

### Education

A.S., Leadership Development  
Northeast Wisconsin Technical College

### Selected Project Experience

- **Lakeview Park Project, RBF Grant Application, Cecil, WI**
- **Downtown Plaza Project, CDBG PF and CL Applications, Shawano, WI**
- **Waukechon Street Project, CDBG CL PF Application, Shawano, WI**
- **TID Creation and Development Assistance, Wausaukee, WI**
- **CDBG-CLOSE, CDBG-CL-PF, MLS, CARES Act, ARPA, SDW LSL Removal, EDA Tourism Grant, Neighborhood Improvement Grant and CDBG-CV Assistance, Shawano, WI**
- **Fire Department Facility Construction, CDBG-PF/CLOSE Funding Application and Administration, Village of White Lake, WI**
- **Tamarack Street Reconstruction Project, CDBG-PF/CLOSE, Tamarack, WI**
- **Funding Application and Administration, Randolph, WI**
- **S. Metonga, W. Jackson, W. Madison Street/Utility Reconstruction Project, CDBG-PF/CLOSE Funding Application and Administration, Crandon, WI**
- **CDBG-Close Cooperative Fund Use, Langlade County, Antigo, WI**
- **Fond Du Lac County CDBG-CLOSE Grant Applications, Fond du Lac County, WI**



**Kianna Lindh**  
**COMMUNITY DEVELOPMENT**  
**SPECIALIST**

Kianna has been involved in wage rate monitoring and disbursements for multiple CDBG project and has assisted with CDBG-CL applications.

#### Education

B.S., Public Administration  
 University of Wisconsin-La Crosse

#### Selected Project Experience

- **Water System Improvements Bidding & CRS**, Albany, WI
- **Funding App and Admin 2019-20**, Amery, WI
- **CDBG-PF Administration 2019**, Beaver Dam, WI
- **2021 CDBG-PF Application**, Abbotsford, WI
- **CDBG PF 2021 Application**, Beaver Dam, WI
- **TID #4 Amendments**, Chetek, WI
- **2021 WWTF Upgrade**, Eagle River, WI
- **CDBG-CLOSE Program**, Elkhorn, WI
- **2021 CDBG ED App and Admin**, Juneau, WI
- **CDBG-CLOSE App and Admin**, Juneau, WI
- **2021 TIF Services**, Kiel, WI
- **CDBG-PF Administration**, Omro, WI
- **2020 Funding Admin & Applications**, Park Falls, WI
- **2020 CDBG-PF Application**, Pittsville, WI
- **2020 Funding Administration**, Ripon, WI
- **2021 CDBG-CL Administration**, Ripon, WI
- **Funding Opportunities 2019**, Ripon, WI
- **WPCF Upgrade Construction Related Services**, Sun Prairie, WI

## AVAILABILITY OF STAFF

Based on our honest commitment to our clients, we immediately establish accountability of all personnel involved in a project's completion. When our team starts a project, we analyze the proposed schedule and compare it to each team member's potential workload. We then obtain commitments from all individuals on the project team to complete the work as identified within the proposed schedule. This approach helps to foster a team mentality and results in personal accountability of all team members involved.

In addition, MSA utilizes a client liaison system, in which a single professional is responsible for all communication with a particular client. This "single-point-of-contact" approach ensures that your community will receive consistent, personalized communication throughout the duration of your project, and well into the future.

MSA submits this proposal with the understanding and commitment that our staff and equipment will be available to accomplish this project and any future projects within realistic timetables, as designated by the City. Our team has the capacity to handle this and any future projects for your community, while providing excellent service.





## PROJECT UNDERSTANDING AND APPROACH

We understand that the City of De Pere is seeking assistance in locating, identifying, and applying for private and public grants to assist with provide funding for all City departments and operations. MSA's team of in-house funding experts actively maintains a database of hundreds of funding sources and programs ranging from services related to public works (infrastructure, utilities, community facilities), roadways, trails, land development, remediation and blight elimination, parks and recreation, and housing, to Tax Increment Districts, public safety, private sources and many more.

### HOW MSA IS UNIQUELY QUALIFIED

#### FEDERALLY-FUNDED & LOCAL AGENCY PROJECT EXPERIENCE

For nearly 40 years, MSA has had a team of in-house funding specialists who put our clients' needs and interests first. MSA can provide a one-stop shop for engineering and funding services and is bound by a fiduciary duty to place the client's best financial interests above our own.

MSA works with many cities, villages and communities in the region and believes in serving communities for the long haul, not simply winning select projects. We are grateful to be seen as a trusted partner for finding, applying for, and managing funding programs for municipal projects and operations. To be successful, you need a partner who knows the complexities, and has the knowledge and familiarity with state and federal funding sources including Wisconsin Department of Transportation, Wisconsin Department of Administration, Wisconsin Department of Natural Resources, US Economic Development Administration, and others. Therefore, we have assembled a team of experienced professionals with extensive relevant experience to lead in the project development of your projects listed in the RFQ.

#### PRE-QUALIFICATIONS

MSA is pre-qualified to perform work in Wisconsin. MSA has long been on WisDOT's Roster of Eligible Engineering Consultants. Our relationship with WisDOT and agency knowledge allows us to position your projects to be more successful. Our long-standing

relationships with agencies allows us to position your projects to be more successful.

### MSA'S FUNDING SERVICES

We turn every stone in order to find both public and private sources to help you fund your project. We know the ins and outs of a wide variety of programs to help you maximize funding sources, manage timelines, and take care of the details to satisfy the fund requirements. With MSA's support, you can complete the projects you must, and deliver more of the projects you want, all while getting closer to the balanced, sustainable community you've always envisioned.

#### MAXIMIZING FUNDS

MSA helps your community explore funding options that go beyond traditional public sources. Our dedicated funding specialists bring to the table a broad knowledge base of public funding sources, and are resourceful when it comes to identifying private, non-profit and other sources of funding. Financing methods and programs such as tax incremental financing (TIF), business districts, and local, state and federal grants and loans **can be packaged** with community resources to complete the must-do projects as well as create or enhance parks, recreational facilities, libraries and other projects that improve the fabric of your community. We help you strategize by combining our knowledge of a variety of funding sources with our expertise in bundling them together to help keep your costs low.

#### COVID RESPONSE AND RECOVERY FUNDING

We have a team of funding experts dedicated to tracking COVID related funding programs. In the last 2 years, we helped communities secure over \$10 million through programs such as:

- CDBG-CV
- Neighborhood Investment Program
- Lead Service Line Replacement

Our staff is at the ready as the Bipartisan Infrastructure Law (BIL) funding programs are released.



## PROJECT UNDERSTANDING AND APPROACH

### COMMUNITY DEVELOPMENT BLOCK GRANT

MSA has extensive experience with the CDBG program. Since 1977, MSA has secured more than \$120 million in CDBG funding for our client communities. These have included projects that incorporate improvements to public facilities for economic development (PFED), housing and emergency assistance. In the last five years alone, we've helped 44 Wisconsin communities secure \$41.2 million in CDBG funding.

- Water Infrastructure Rehabilitations
- Misc. TIF Administration

### ADDITIONAL FUNDING SOURCES

There are numerous other funding sources that MSA is familiar with and has found success for communities, such as FEMA, mobility awards, housing and downtown revitalization, stormwater grant assistance, etc. Our funding specialists are constantly connected, ensuring that your community has all of the pieces in place to make your projects come to life.

### TAX INCREMENTAL FINANCING (TIF)

Over the last 25 years, MSA has provided services to fund projects including:

- Street and Utility Improvements
- Housing Projects

## WHAT OUR CLIENTS ARE SAYING

### VILLAGE OF PALMYRA

#### LAURIE MUELLER | CLERK

P: (262) 495-8316  
E: clerk@villageofpalmyra.com

### CITY OF OMRO

#### STEVE BILKEY | DIRECTOR OF PUBLIC WORKS

P: (920) 685-7000  
E: sgbilkey@yahoo.com

### VILLAGE OF WEST BARABOO

#### DAVID DAHLKE | FORMER VILLAGE PRESIDENT

P: (608) 356-2516  
E: david.dahlke.2@us.af.mil

### FLORENCE COUNTY ECONOMIC DEVELOPMENT COMMISSION

#### WENDY GEHLHOFF | ECONOMIC DEVELOPMENT DIRECTOR

P: (715) 528-3294  
E: wgehlhoff@co.florence.wi.us

### VILLAGE OF WAUNAKEE

#### KEVIN EVEN | VILLAGE ENGINEER

P: (608) 849-6276  
E: keven@vil.waunakee.wi.us

### CITY OF SHAWANO, WI

#### EDDIE SHEPPARD | CITY ADMINISTRATOR

P: (715) 526-6138  
E: esheppard@cityofshawano.com

"...The city is simultaneously working on a brand new park, a different city hall building, the current street project, some wastewater treatment plan issues, numerous grants, a new residential development and a new YMCA. I can't fail to mention the various funding components that MSA has helped the city with. This is so very important to Park Falls. MSA has helped with all of this even while they are busy with everything else that they are doing for other communities. "

-Public Works Director, City of Park Falls

## DISCIPLINARY ACTION CIRCUMSTANCES AND STATUS

- United Liquid Waste vs Port Byron, IL (Settled March, 2019)**  
*A sludge hauler experienced overruns on the quantity of sludge being removed from a wastewater lagoon and sued the City. MSA offered indemnification to our client. The judge dismissed MSA and Port Byron from the case, but the hauling contractor also sued the general contractor. The general contractor enjoined MSA into their suit. We ultimately participated in a settlement in which MSA paid \$50,000 to avoid further lawsuits.*
- Milestone Tomahawk vs MSA (Settled April, 2019)**  
*MSA performed as asbestos inspection at an abandoned hospital. The subsequent demolition revealed additional asbestos containing materials that were not visible during the inspection and the contract experienced cost overruns. MSA contributed \$100,000 to avoid the further costs of litigation.*
- Mt. Ayr (settled May, 2020)**  
*MSA designed a water booster station on City property. The booster station was one of several recommendations made to the City to improve water system pressure, but the only one implemented by the City. When the water pressure coming into the booster station failed to meet the IDNR requirement they hired another engineer to move the booster station as well as to implement our previous recommendations. MSA settled for \$85,000 to avoid the cost of further litigation.*
- Szynskie vs. Hanson and City of Elgin, IA (Settled October 2020)**  
*Confusion over property records caused MSA to prepare an erroneous easement for a sewage lift station. A party bought the property on which the lift station is actually located and filed for degradation of property value when he learned it was on his property. The City obtained an appraisal and acquired a legal easement, for which MSA reimbursed them \$5,000.*

## PROJECTED HOURS

MSA projects 10-15 hours in the first month under contract for the project team to review City documents and meet with staff to become more familiar with the City's planning, capital, and operational needs.

MSA projects 4-6 hours in subsequent months searching for and analyzing potential funding opportunities and presenting them to City staff. Costs for actual grant applications will be decided upon on a case-by-case basis.

## ESTIMATED FEES

| ROLE                      | HOURLY RATE |
|---------------------------|-------------|
| Funding Manager           | \$125       |
| Project Manager           | \$125       |
| Community Dev. Specialist | \$125       |

All team members have an hourly rate of \$125 in effect through December 31, 2022.

**IT'S MORE THAN A PROJECT. IT'S A COMMITMENT.**  
GRANT WRITING SERVICES | CITY OF DE PERE, WI | MARCH 25, 2022



# CITY OF DE PERE MEMO



To: Mayor and City Council

From: Lawrence M. Delo, City Administrator

Date: April 19, 2022

RE: Personnel and Finance Committee Recommendation to Award Grant Services Agreement to MSA Professional Services and to appropriate \$8,000 from Unassigned Reserves for 2022 Services

The Personnel and Finance Committee approved a recommendation for the City Council to authorize an agreement with MSA Professional Services for grant identification, submittal and management services. I have attached a copy of the proposal from MSA Professional Services for your consideration.

As previously indicated to the City Council, the City will need to approve an appropriation from the unassigned reserve fund to pay for grant service expenditures throughout the balance of budget year 2022 if a contract for services is approved. The amount of appropriation needed is estimated to be approximately \$2,000 to fund the first month's work of approximately 15 hours at \$125 per hour and an additional \$6,000 to fund an additional six hours of work per month for eight months. This does not include any additional costs that may be associated with submitting and managing specific grants approved by the City Council throughout the year.

The Administration is seeking approval from the City Council to authorize the Mayor or designee to enter into an agreement with MSA Professional Services for professional grant identification, submittal and management services to include an appropriation of \$8,000 from unassigned reserves.



## City of De Pere, Wisconsin

### Request For Common Council Action

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**MEETING DATE:** April 19, 2022

**DEPARTMENT:** City Attorney

**FROM:** Angela Zills

**SUBJECT:** Resolution #22-33 Approving Agreement with Card Connect for Credit Card Processing Services.

---

The Finance/Personnel Committee voted unanimously at its meeting on April 12, 2022, to approve moving this matter forward to the Common Council for final approval.

#### ATTACHMENTS:

- Reso22-33 (PDF)
- Memo.Credit Card (PDF)
- Marty Rec Desk (002) (PDF)
- legal\_ccngov2210\_smb\_cmm\_pg (PDF)

## RESOLUTION #22-33

APPROVING SERVICES AGREEMENT FOR PROGRAM TERMS AND CONDITIONS  
BETWEEN THE CITY OF DE PERE AND CARD CONNECT, LLC  
(Credit Card Processing Services)

WHEREAS, the City is in need of a merchant processing service program that is compatible with its point-of-sale software (RecDesk) to process credit card payments at Legion Pool and the VFW Aquatic Center; and

WHEREAS, Card Connect, A First Data Company has available and offers to provide merchant services pursuant to the Services Agreement for Program Terms and Conditions attached hereto.

WHEREAS, the Finance/Personnel Committee has reviewed such proposal and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Services Agreement for Program Terms and Conditions as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of April, 2022.

APPROVED:

\_\_\_\_\_  
James G. Boyd, Mayor

ATTEST:

\_\_\_\_\_  
Carey E. Danen, City Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Board/Committee Approval: 04/12/2022

# CITY OF DE PERE MEMO



To: Finance/Personnel Committee  
From: Marty Kosobucki  
Date: February 17, 2022

RE: Card Connect – Credit Card Processor

We are seeking approval to sign an agreement with the credit card processor Card Connect. The reason for this is we are unable to use our current credit card processor (Leader Merchant Services) because they are not compatible with Rec Desk. Rec Desk is our Point of Sale software we are using at our pools this summer.

# Merchant Processing Application and Agreement

# cardconnect®

Please review the information below and sign if everything looks right. If you have any questions please contact your representative.

## SETUP INFORMATION

Sales Code

RB49

Application Platform

North

## BUSINESS DETAILS

### CONTACT INFORMATION

First Name

Marty

Last Name

Kosobucki

Email

mkosobucki@mail.de-pere.org

Phone Number

(920) 339-8358

### BUSINESS INFORMATION

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

Business Legal Name

City of De Pere

DBA Name

City of De Pere

Tax Filing Name

City of De Pere

Tax Filing Method

☒ EIN ☐ SSN

Tax ID (EIN)

Type of Ownership

☒ Government ☐ Individual / Sole Proprietor ☐ Limited Liability Company ☐ Non-Profit Org ☐ Partnership ☐ Private Corporation ☐ Public Corporation
☐ Tax Exempt

Stock Exchange (Only applicable for Public Corporations)

☐ NYSE or NASDAQ ☒ Other/Not Applicable

Stock Ticker Symbol

(NYSE or NASDAQ)

Industry (MCC)

9399 - Government Services (Not Elsewhere Classified)

Business Description

Industry Options

☐ Quasi Cash

Business Start Date

Website

Business Phone

### BUSINESS ADDRESS

Street Address 1

Street Address 2

City

State

ZIP

Country

United States of America

### BUSINESS LEGAL MAILING ADDRESS

Street Address 1

Street Address 2

City

State

ZIP

Country

United States of America

## OWNER INFORMATION

Please provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business, or who have significant responsibility to control, manage, or direct your business.

### BUSINESS OWNER INFORMATION

First Name

Last Name

Street Address 1

% Ownership

0

%

Personal Guarantee

☐ Yes

Street Address 2

City

SSN

Date of Birth

State

ZIP

Mobile Phone

Country

United States of America

Email



## ADDITIONAL BUSINESS OWNER (1)

|               |                      |              |                      |                      |                      |                           |
|---------------|----------------------|--------------|----------------------|----------------------|----------------------|---------------------------|
| First Name    | <input type="text"/> | Last Name    | <input type="text"/> | Street Address 1     | <input type="text"/> |                           |
| % Ownership   | <input type="text"/> | %            | SSN                  | <input type="text"/> | Street Address 2     | City <input type="text"/> |
| Date of Birth | <input type="text"/> | Mobile Phone | <input type="text"/> | State                | <input type="text"/> | ZIP <input type="text"/>  |
|               |                      |              |                      | Country              | <input type="text"/> |                           |

## ADDITIONAL BUSINESS OWNER (2)

|               |                      |              |                      |                      |                      |                           |
|---------------|----------------------|--------------|----------------------|----------------------|----------------------|---------------------------|
| First Name    | <input type="text"/> | Last Name    | <input type="text"/> | Street Address 1     | <input type="text"/> |                           |
| % Ownership   | <input type="text"/> | %            | SSN                  | <input type="text"/> | Street Address 2     | City <input type="text"/> |
| Date of Birth | <input type="text"/> | Mobile Phone | <input type="text"/> | State                | <input type="text"/> | ZIP <input type="text"/>  |
|               |                      |              |                      | Country              | <input type="text"/> |                           |

## ADDITIONAL BUSINESS OWNER (3)

|               |                      |              |                      |                      |                      |                           |
|---------------|----------------------|--------------|----------------------|----------------------|----------------------|---------------------------|
| First Name    | <input type="text"/> | Last Name    | <input type="text"/> | Street Address 1     | <input type="text"/> |                           |
| % Ownership   | <input type="text"/> | %            | SSN                  | <input type="text"/> | Street Address 2     | City <input type="text"/> |
| Date of Birth | <input type="text"/> | Mobile Phone | <input type="text"/> | State                | <input type="text"/> | ZIP <input type="text"/>  |
|               |                      |              |                      | Country              | <input type="text"/> |                           |

## ADDITIONAL BUSINESS OWNER (4)

|               |                      |              |                      |                      |                      |                           |
|---------------|----------------------|--------------|----------------------|----------------------|----------------------|---------------------------|
| First Name    | <input type="text"/> | Last Name    | <input type="text"/> | Street Address 1     | <input type="text"/> |                           |
| % Ownership   | <input type="text"/> | %            | SSN                  | <input type="text"/> | Street Address 2     | City <input type="text"/> |
| Date of Birth | <input type="text"/> | Mobile Phone | <input type="text"/> | State                | <input type="text"/> | ZIP <input type="text"/>  |
|               |                      |              |                      | Country              | <input type="text"/> |                           |

## BANKING AND PROCESSING

## DEPOSIT AND WITHDRAWAL BANK ACCOUNT

|                |                                                       |                                  |                      |
|----------------|-------------------------------------------------------|----------------------------------|----------------------|
| Bank Name      | <input type="text"/>                                  |                                  |                      |
| Account Type   | <input checked="" type="checkbox"/> Business Checking | <input type="checkbox"/> Savings |                      |
| Routing Number | <input type="text"/>                                  | Account Number                   | <input type="text"/> |

## PROCESSING VOLUME

|                             |                         |         |
|-----------------------------|-------------------------|---------|
| Average Monthly Card Volume | \$ <input type="text"/> | / month |
| Average Transaction Amount  | \$ <input type="text"/> |         |

## PRODUCT / SERVICE DELIVERY WINDOWS

On average, Products / Services are delivered in

☒ 0-7 Days ☐ 8-14 Days ☐ 15-30 Days ☐ 30+ Days

## MODE OF TRANSACTION

|                 |                      |   |
|-----------------|----------------------|---|
| In Person       | <input type="text"/> | % |
| Telephone       | <input type="text"/> | % |
| Online          | <input type="text"/> | % |
| Must total 100% |                      |   |

## THIRD PARTY PROVIDER

Do you use any third party provider (TPP) to store, process or transmit cardholder data? (Examples include but are not limited to web hosting companies, Electronic Data Capture, Loyalty programs, software)

☐ Yes ☒ No

If so, please provide third party provider information:

|           |                      |
|-----------|----------------------|
| TPP Name  | <input type="text"/> |
| TPP Email | <input type="text"/> |
| TPP Phone | <input type="text"/> |

## EQUIPMENT

## NEW ORDERS

| Product Name                            | Network | Qty | Price * | Frequency |
|-----------------------------------------|---------|-----|---------|-----------|
| CardPointe Gateway (RapidConnect North) | Cardnet | 1   | -       | -         |
|                                         |         |     | \$      |           |
|                                         |         |     | \$      |           |
|                                         |         |     | \$      |           |

Clover Menu Requested ☐

\* Price does not include tax and shipping &amp; handling.

## SHIP EQUIPMENT TO

|                   |  |               |  |
|-------------------|--|---------------|--|
| Ship To Attention |  | Ship To Email |  |
| Street Address 1  |  |               |  |
| Street Address 2  |  | City          |  |
| State             |  | ZIP           |  |
| Country           |  |               |  |

## MERCHANT SERVICES

## PAYMENTS ACCEPTED

American Express Opt Blue   Discover Full ACQ   Mastercard   Visa

## AMERICAN EXPRESS

Amex Program   ☒ Amex OptBlue   ☐ Amex ESAAmex ESA SE      IATA/ARC Number   

## DISCOVER

Discover Program   ☒ Discover Full ACQ   ☐ Discover EASIDiscover EASI SE   

Discover Industry Options

☐ Enable Incremental Authorizations☐ Debt Repayment Program

## PRICING INFORMATION

## PRICING

Discount Frequency

☒ Monthly   ☐ Daily

Funding Rollup

☐ Net Fees and Deposits   ☒ Separate Fees and Deposits   ☐ Individual Batches

## DUES &amp; ASSESSMENTS

☐ Dues & Assessments

In addition to the fees described in this Merchant Application and Agreement, you must pay us all Card Organization Charges. "Card Organization Charges" means all fees, charges, liabilities, or obligations that a Card Organization imposes on us (1) in connection with your acceptance of its payment types, (2) in connection with the transactions processed under your MID, (3) as a result of your acts or omissions, or (4) as a result of the acts or omissions of others that act on your behalf or that provide services to you. Card Organization Charges are not subject to the consequential damages exclusion in Section 28 of the Program Guide and include but are not limited to: assessments (including but not limited to dues, issuer reimbursements, fines, penalties, and fraud recovery losses); fees established by the Card Organizations (including but not limited to access fees, switch fees, and file fees); adjustments; and Chargebacks.



## PROGRAM

☐ Merchant Surcharge Program

A Surcharge is an additional fee that you add to relevant transactions as permitted by the Card Organization Rules and applicable laws (together, Applicable Laws). By choosing to assess a Surcharge and participate in this "Merchant Surcharge Program" (MSP), you agree that you are solely responsible for: (1) complying with all Applicable Laws and the Your Payments Acceptance Guide (which is contained in your Program Guide); (2) properly and clearly disclosing the existence and amount of any Surcharge to Cardholders in accordance with Applicable Laws; and (3) ensuring any Surcharge you add to a transaction does not exceed the limit provided in the Card Organization Rules. MSP is provided to you only by Processor and not by Bank.

You also agree that: (1) you are assessing a Surcharge on Cardholders for certain Credit Card transactions in an amount equal to the Surcharge Rate reflected below; (2) you will pay us the Discount Fees for Credit Card and Debit Card transactions on gross sales for all of the transactions that you submit (without reduction for refunds, returns, or chargebacks); (3) you will pay us the Transaction Fee (the fixed charge per transaction reflected below for each Debit Card transaction) for each sale and refund that you submit, as well as any other fees or charges reflected in this merchant processing agreement and which are not replaced by the MSP; (4) you will not assess a Surcharge for the portion of the transaction that is tip on paper, and you will be responsible to pay us the Discount Fee for the gross amount of all tips on paper; (5) you will be responsible to refund Cardholders any Surcharge you assess in the amount billed on such transaction; (6) you will not assess a Surcharge for card not present transactions on cardholders whose billing ZIP code corresponds to states or US territories where Surcharging is prohibited by Applicable Law (including but not limited to, Colorado, Connecticut, Massachusetts, Puerto Rico), you will be responsible to pay us the Discount Fee for such transactions, and you will comply with Applicable Laws any time you apply the MSP; and (7) we may change or cancel this Merchant Surcharge Program upon notice to you. We disclaim all warranties regarding the MSP; it is provided to you on an "as-is, with all faults" basis. Your use of the MSP does not: (1) guarantee compliance with any laws, Card Organization Rules, or applicable standards (including the PCI DSS), (b) affect your obligation to comply with laws, Card Organization Rules, and applicable standards (including the PCI DSS), or (3) guarantee protection against a Data Incident.

|                                     |        |   |                                            |         |        |
|-------------------------------------|--------|---|--------------------------------------------|---------|--------|
| Visa Credit Card Discount Fee       | 3.3816 | % | Consumer Surcharge Rate Billed by Merchant | 3.50    | %      |
| Mastercard Credit Card Discount Fee | 3.3816 | % | Debit Card Transaction Fee                 | \$ 0.25 | / Each |
| Discover Credit Card Discount Fee   | 3.3816 | % |                                            |         |        |
| Amex Credit Card Discount Fee       | 3.3816 | % |                                            |         |        |
| Debit Card Discount Fee             | 1.25   | % |                                            |         |        |

## TIERED

| Discount Fees            | Credit | Non-PIN Debit | Discount Fees          | Credit | Non-PIN Debit |
|--------------------------|--------|---------------|------------------------|--------|---------------|
| Visa Qualified           | %      | %             | Discover Qualified     | %      | %             |
| Visa Mid-Qualified       | %      | %             | Discover Mid-Qualified | %      | %             |
| Visa Non-Qualified       | %      | %             | Discover Non-Qualified | %      | %             |
| Mastercard Qualified     | %      | %             | Amex Qualified         | %      |               |
| Mastercard Mid-Qualified | %      | %             | Amex Mid-Qualified     | %      |               |
| Mastercard Non-Qualified | %      | %             | Amex Non-Qualified     | %      |               |

## INTERCHANGE PLUS

Pass Through Interchange — You will be charged the applicable interchange rate from Mastercard, Visa, Discover and American Express as well as the Discount Fees listed below. Interchange Rates are variable and are determined by how your transactions clear, and are subject to change.

Passthrough Interchange Costs ☐ Gross Interchange ☐ Net Interchange

| Discount Fees        | Credit / Non-PIN Debit |
|----------------------|------------------------|
| Visa Qualified       | %                      |
| Mastercard Qualified | %                      |
| Discover Qualified   | %                      |
| Amex Qualified       | %                      |

## BILL BACK

Non-Qualified Surcharge Fee (excluding interchange pass-through fees, see Section 26.1) Applies to Non-qualified MC, Visa, Discover, American Express OptBlue Credit and/or Non-PIN Debit Transactions.

|                      |              |               |
|----------------------|--------------|---------------|
|                      |              | %             |
| Discount Fees        | Credit       | Non-PIN Debit |
| Visa Qualified       | <div>%</div> | <div>%</div>  |
| Mastercard Qualified | <div>%</div> | <div>%</div>  |
| Discover Qualified   | <div>%</div> | <div>%</div>  |
| Amex Qualified       | <div>%</div> |               |

## SWIPE/ NON-SWIPE

(If selected, the discount fees below apply to all payment types and brands accepted unless otherwise noted in this agreement)

|                                                                    |    |
|--------------------------------------------------------------------|----|
| Swiped or Dipped Discount Fee<br>(% of gross transactions)         | %  |
| Swiped or Dipped Transaction Fee                                   | \$ |
| Non-Swiped or Non-Dipped Discount Fee<br>(% of gross transactions) | %  |
| Non-Swiped or Non-Dipped Transaction Fee                           | \$ |

## FLAT RATE

| Discount Fees        | Credit / Non-PIN Debit |
|----------------------|------------------------|
| Visa Qualified       | 2.75 %                 |
| Mastercard Qualified | 2.75 %                 |
| Discover Qualified   | 2.75 %                 |
| Amex Qualified       | 2.75 %                 |

**AUTHORIZATION & TRANSACTION FEES**

|                                     |         |        |
|-------------------------------------|---------|--------|
| Authorization Fees (All Card Types) | \$ 0.10 | / Each |
| ACH Batch Fee                       | \$ 0.00 | / Each |
| Voice Authorization Fee             | \$ 0.00 | / Each |
| Address Verification Fee (AVS)      | \$ 0.00 | / Each |
| Transaction Fees (All Card Types)** | \$ 0.00 | / Each |

\*\*Transaction Fees (All Card Types) and Gateway Transaction Fee will be added together and billed on your merchant statement as "Trans Fee".

**CLOVER FEES**

|                     |         |           |
|---------------------|---------|-----------|
| Clover Platform Fee | \$ 0.00 | / Monthly |
|---------------------|---------|-----------|

**VOYAGER**

|                   |    |        |
|-------------------|----|--------|
| Authorization Fee | \$ | / Each |
| Sales Discount    |    | %      |

**CARDPOINTE AND GATEWAY FEES**

|                                 |         |            |
|---------------------------------|---------|------------|
| Setup Fee                       | \$ 0.00 | (One Time) |
| CardPointe Monthly Platform Fee | \$ 0.00 | / Monthly  |
| Gateway Monthly Fee             | \$ 0.00 | / Monthly  |
| Gateway Transaction Fee**       | \$ 0.00 | / Each     |

\*\*Gateway Transaction Fee and Transaction Fees (All Card Types) will be added together and billed on your merchant statement as "Trans Fee".

**MONTHLY AND MISCELLANEOUS FEES**

|                        |          |            |                             |         |            |
|------------------------|----------|------------|-----------------------------|---------|------------|
| Application Fee        | \$ 0.00  | (One Time) | Regulatory Product Fee      | \$ 0.00 | / Monthly  |
| Minimum Processing Fee | \$ 15.00 | / Monthly  | PCI Non-Compliance Fee      | \$ 0.00 | / Monthly  |
| DDA Rejects            | \$ 25.00 | / Each     | Wireless Fee                | \$ 0.00 | / Monthly  |
| Statement Fee          | \$ 0.00  | / Monthly  | Wireless Activation Fee     | \$ 0.00 | (One Time) |
| Chargeback Fee         | \$ 25.00 | / Each     | AMEX North Program Cost Fee | 0.15    | %          |
| Retrieval Fee          | \$ 0.00  | / Each     | PCI Annual Fee              | \$ 0.00 | / Annual   |
| Annual Membership Fee  | \$ 0.00  | / Annual   | PCI Concierge Monthly Fee   | \$      | / Monthly  |

**PIN DEBIT**

|                 |    |        |
|-----------------|----|--------|
| Discount Fee    |    | %      |
| Transaction Fee | \$ | / Each |

**EBT**

|                 |           |
|-----------------|-----------|
| FNS#            |           |
| Transaction Fee | \$ / Each |

**WRIGHT EXPRESS**

|                 |    |        |
|-----------------|----|--------|
| Discount Fee    |    | %      |
| Transaction Fee | \$ | / Each |
| Chargeback Fee  | \$ | / Each |
| Retrieval Fee   | \$ | / Each |

**TRANSARMOR**

|                                                     |              |
|-----------------------------------------------------|--------------|
| <input type="checkbox"/> TransArmor Data Protection |              |
| TransArmor Monthly Fee                              | \$ / Monthly |



## CONFIRMATION

### EARLY TERMINATION FEE

The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term).

Early Termination Fee

\$ 0.00

Client Initials

### PERSONAL GUARANTEE

By signing below, signer(s) unconditionally guarantee(s) to the Processor and its successors and assigns the full and prompt payment when due of all its obligations of every kind and nature of Merchant arising directly or indirectly out of the Agreement and /or the TeleCheck / TRS Services Agreement or any document or agreement executed and delivered by Merchant in accordance with the terms of the Agreement. The undersigned further agrees to pay to the Processor all expenses including attorney fees and court costs) paid or incurred by the Processor in collecting such obligations and in enforcing this Guaranty.

Signature

Date

### AGREEMENT APPROVAL

**Merchant Acceptance** – Each person signing below agrees to the terms and conditions stated in the front and back of this agreement and certifies that all information provided in the application is true, correct and complete. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and Agreement and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted by Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Each signer authorizes CardConnect LLC and/or the Member Bank or any agent of the Member Bank, to make whatever inquiries CardConnect LLC and/or the Member Bank deem appropriate to investigate, verify, or research references, statements or data, including personal credit reports for the purpose of this application. Merchant understands this agreement shall not take effect until Merchant has been approved by CardConnect LLC and/or the Member Bank and a merchant number is issued.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC). To help the government fight the funding of terrorism and money laundering activities, servicers obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while processing this MPA, as described in the USA Patriot Act.

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

### SIGN YOUR AGREEMENT

Signature

Date

### CARDCONNECT LLC

Application Approved By:

Signature

Title

Date

### WELLS FARGO BANK N.A. (A MEMBER OF VISA USA, INC. AND MASTERCARD INTERNATIONAL, INC.)

By: First Data Merchant Services LLC, pursuant to a limited power of attorney

Signature

### PROCESSOR INFORMATION

Name

CardConnect LLC

Address

1000 Continental Drive, Suite 300, King of Prussia  
PA, 19406

URL

www.cardconnect.com

Customer Service (Phone)

1-877-828-0720



Merchant  
Services

Program  
Terms and  
Conditions  
(Program Guide)



**PROCESSOR INFORMATION:** Name: CardConnect, LLC a business unit of First Data Merchant Services, LLC  
 Address: 1000 Continental Drive, Suite 300, King of Prussia, PA 19046  
 URL: www.cardconnect.com Customer Service #: 1-877-828-0720

Please read this entire Agreement. It describes the terms on which we will provide Merchant Processing Services to you. This summary provides answers to commonly asked questions about your Agreement.

1. **Your Discount Rates and other fees** are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Card Organization. Transactions that fail to qualify for these rates will be charged an additional fee. Interchange and program pricing levied by the Card Organization is subject to change, (see Section 6 of the General Terms & Conditions).

2. **We may debit your bank account** (also referred to as your Settlement Account) for amounts owed to us.

3. **You are liable for Chargebacks and there are many reasons why a Chargeback may occur.** When a chargeback occurs, we will debit your Settlement Account. See Section 8 of the General Terms & Conditions.

4. **If you wish to dispute any charge or funding,** you must notify us within 60 days of the date of the statement on which the charge or funding appears.

5. **This Agreement limits our liability to you.** See Section 10 of the General Terms & Conditions for further details.

6. **We have assumed certain risks** by agreeing to provide you with the Services. Accordingly, we may accept certain risks to mitigate our risk, including termination of this Agreement, and holding monies otherwise payable to you (see Sections 16 and 17 of the General Terms & Conditions).

7. **By executing this Agreement with us** you authorize us and our Affiliates to obtain and share financial and credit information regarding your business and the signers and guarantors of this Agreement until all your obligations to us and our Affiliates are satisfied.

8. **For questions regarding your Merchant Processing Application and Agreement,** please contact Customer Service at 1-877-828-0720.

#### Information about Bank:

Your Bank, which is a Visa and Mastercard Member Bank, is Wells Fargo Bank, N.A. (Bank)  
 PO Box 6079, Concord, CA 94524  
 Attn: Merchant Services (407) 237-6727

b) Bank is the entity approved or extended acceptance of Visa and Mastercard products directly to you and will be a party to these transactions of this Agreement listed in Section 2.2.

c) Bank works with Processor to provide the Services to you with respect to Visa Cards and to Mastercard Cards.

d) Banks, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must comply.

e) Bank is responsible for and must provide settlement funds to you and will be responsible for all funds held in reserve.

#### Your Responsibilities:

a) You must comply in full at all times with this Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.

b) You may view and download the Your Payments Acceptance Guide at \_\_\_\_\_.

c) You may view and download the Interchange Qualification Matrix and American Express OptBlue® Guide at \_\_\_\_\_.

d) You may download the Visa and Mastercard Rules at:  
<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>  
[www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf](http://www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf).

e) For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds.

f) Please retain a signed copy of our Agreement.

Print Merchant's Business Legal Name: \_\_\_\_\_

By signing below, you:

- (i) Confirm that you have received and read the Application, General Terms & Conditions [Version CCNGov2210 SMB/CMM], including this Confirmation Page, Interchange Rate Schedule, and any addenda, amendments, replacement or renewal agreement(s); and
- (ii) Agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business set out in the Application.

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Business Principal:

X \_\_\_\_\_  
 Signature:

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

Please Print Name of Signer

**PROCESSOR INFORMATION:** Name: CardConnect, LLC a business unit of First Data Merchant Services, LLC  
 Address: 1000 Continental Drive, Suite 300, King of Prussia, PA 19046  
 URL: www.cardconnect.com Customer Service #: 1-877-828-0720

Please read this entire Agreement. It describes the terms on which we will provide Merchant Processing Services to you. This summary provides answers to commonly asked questions about your Agreement.

1. **Your Discount Rates and other fees** are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Card Organization. Transactions that fail to qualify for these rates will be charged an additional fee. Interchange and program pricing levied by the Card Organization is subject to change, (see Section 6 of the General Terms & Conditions).
2. **We may debit your bank account** (also referred to as your Settlement Account) for amounts owed to us.
3. **You are liable for Chargebacks and there are many reasons why a Chargeback may occur.** When they occur we will debit your Settlement Account. See Section 8 of the General Terms & Conditions.
4. **If you wish to dispute any charge or funding**, you must notify us within 60 days of the date of the statement on which the charge or funding appears.

5. **This Agreement limits your liability to us.** See Section 10 of the General Terms & Conditions for further details.
6. **We have assumed certain risks** by agreeing to provide you with the Services. Accordingly, we may take certain actions to mitigate our risk, including termination of this Agreement, and holding monies otherwise payable to you (see Sections 16 and 17 of the General Terms & Conditions).
7. **By executing this Agreement with us** you authorize us and our Affiliates to obtain and share financial and credit information regarding your business and the signers and guarantors of this Agreement until all your obligations to us and our Affiliates are satisfied.
8. **For questions regarding your Merchant Processing Application and Agreement**, please contact Customer Service at 1-877-828-0720.

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 PO Box 6079, Concord, CA 94524  
 Attn: Merchant Services (407) 237-6727

- b) Bank is the entity approved to extend acceptance of Visa and Mastercard products directly to you and will be a party to the sections of this Agreement listed in Section 2.2.
- c) Bank works with Processor to provide the Services to you with respect to Visa Cards and to Mastercard Cards.
- d) Bank shall, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must comply.
- e) Bank is responsible for and must provide settlement funds to you and will be responsible for all funds held in a reserve.

#### Your Responsibilities:

- a) You must comply in full at all times with this Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.
- b) You may view and download the Your Payments Acceptance Guide at \_\_\_\_\_.
- c) You may view and download the Interchange Qualification Matrix and American Express OptBlue® Guide at \_\_\_\_\_.
- d) You may download the Visa and Mastercard rules at:  
<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>  
[www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf](http://www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf)
- e) For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds.
- f) Please retain a signed copy of your Agreement.

Print Merchant's Business Legal Name: \_\_\_\_\_

By signing below, you:

- (i) **Confirm that you have received and read the Application, General Terms & Conditions [Version CCNGov2210 SMB/CMM], including this Confirmation Page, Interchange Rate Schedule, and any addenda, amendments, replacement or renewal agreement(s); and**
- (ii) **Agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business set out in the Application.**

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Business Principal:

X \_\_\_\_\_  
 Signature:

Title

Date

Please Print Name of Signer



### 1. Your Payment Acceptance Guide and Card Organization Rules

1.1 The General Terms & Conditions (General Terms), together with your Application, the Interchange Rate Schedule and the Your Payments Acceptance Guide constitute the agreement for Card Transaction acceptance and other related Services (this Agreement).

1.2 You agree to comply with the Your Payments Acceptance Guide and, either the Card Organization Rules relevant to you, as they may change over time. The Your Payments Acceptance Guide is available at [www.businesstrack.com](http://www.businesstrack.com).

1.3 If there are any inconsistencies between the General Terms and the Your Payments Acceptance Guide, or the Card Organization Rules, the General Terms will govern.

1.4 You may not alter this Agreement.

### 2. Services and Non-Bank Services

2.1 Your Application will identify the Services you will receive. Certain Services referred to in this Agreement may not be available to you.

2.2 Subject to Card Organization Rules, Services may be performed by us, our Affiliates, our agents, or other third parties we may designate. References to "we" "our" and "us" shall be deemed to be references to Bank and Processor except for the purposes of Sections 2.1, 2.3, 2.4, 6.9, 11.2, 11.5, 11.6, 11.7, 13.1, 20, 24, 32 and 36. Bank shall not be a party to the aforementioned Sections nor shall Bank have any responsibility or liability pursuant to such Sections. Third Party Services, including any apps available in an application marketplace or voice or data services you purchase directly from a third party provider, are not governed by this Agreement and we are not responsible for providing, maintaining, servicing or supporting such services. If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with Third Party Services.

Any third party content downloaded or otherwise obtained through the use of the Services is downloaded at your own risk. WE WILL NOT BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND WE EXPRESSLY DISCLAIM ANY LIABILITY RELATED TO ALL THIRD PARTY SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY SERVICE OR PRODUCT ADVERTISED OR OFFERED

THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND PROVIDERS OF THIRD PARTY SERVICES OR PRODUCTS.

2.3 If you do not qualify for our full service program but have otherwise been approved for accepting American Express or WEX, your American Express and WEX transactions will be processed through and funded by American Express or WEX (as applicable). American Express and WEX will provide you their own agreements governing those transactions. You agree that (a) we are not responsible and assume no liability for any such transactions; and (b) American Express and WEX may charge additional fees for the services they provide.

2.4 Rather than accepting all categories of card, you have the option to elect to accept only certain categories of card (Limited Acceptance). If you wish to offer Limited Acceptance, you must complete the Limited Acceptance Form and agree to be bound by the additional terms and conditions set out in that document.

### 3. Access and Use of Services

3.1 Except as specified in the Your Payments Acceptance Guide, or otherwise agreed in writing, the Services shall be for your internal business use in the United States only.

3.2 You shall not and shall not permit any third party to: (a) access or attempt to access any Service that is not intended to be available to you; (b) access or use (in any format) the Services (or any part) through any time-sharing service, service bureau, network, consortium, or other means; (c) without our advanced written consent, use, ship or access Services (or any part) outside or from outside of the United States; (d) perform or attempt to perform any actions that would interfere with the proper working of any Service, prevent access to or use of any Service by other users, or in our reasonable judgment, impose a large load on our infrastructure, network capability or bandwidth; or (e) use the Services (or any part) except as permitted in this Agreement.

3.3 You may use the eligible TransArmor services and portals only to scan IP addresses, URLs and domain names owned by and registered to you.

3.4 We have the right to rely on user names, password and other sign on.

#### 4. Settlement

4.1 As part of the Services, we will process transaction data received from you and facilitate the transfer of funds for your Card sales to your Settlement Account.

4.2 We may debit your Settlement Account for any amounts owed to us, including any amounts paid to you in error. We may also offset any amounts owed to us or our Affiliates related to activity in other accounts maintained in your name or which you, any of your principals, guarantors or authorized signors guarantee.

4.3 You are responsible for providing us with accurate information regarding your Settlement Account. If you change the Settlement Account in which you receive the proceeds of your transactions, you must notify us immediately. If you accept payment types other than Visa, Mastercard, American Express, Discover Network and PayPal (such as TeleCheck Services), you are also responsible for contacting the Card Organizations or companies governing those Cards to notify them of this change. We shall not be liable for delays in receipt of funds or errors in debit and credit entries caused by you or any other Person, including any delays or errors resulting from errors in Settlement Account information you provide.

4.4 If a Default occurs you agree we may without notice change processing or payment terms and/or suspend credits or other payments of any amounts due or which become due to you.

4.5 Your right to receive any amounts due or to become due from us is expressly subject and subordinate to Chargeback, setoff, lien, and our rights to withhold settlement funds under this Agreement without regard to whether such Chargeback, setoff, lien, and the withholding of settlement fund rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.

4.6 If you undertake Global ePricing (GeP) Transactions, you acknowledge that: (a) Settlement by us of GeP Transactions shall be made in the Local Currency on the basis of the Transaction Price of the GeP Sales Transaction under the process defined by the Card Organizations; (b) you shall be subject to any and all Foreign currency exchange rate exposure in connection with all GeP Transactions; and (c) you are solely responsible for all aspects of the GeP Transaction (other than the performance of GeP Services), including obtaining the Cardholder's agreement to a GeP Transaction, and complying with all Card Organization Rules applicable to you. Dynamic Currency Conversion as defined by Card Organization Rules is not permitted nor provided as part of the GeP Services.

#### 5. Exclusivity

5.1 You will use us as your exclusive provider of all Services during the term of this Agreement.

#### 6. Fees; Adjustments; Collection of Amounts Due

6.1 You will be charged, and agree to pay us, all fees set out on your Fee Schedule or elsewhere in this Agreement.

6.2 The fees specified on your Fee Schedule are based on the assumption that your transactions will qualify at the Anticipated Interchange and Program Pricing Levels associated with your account. If a transaction fails to qualify at the Anticipated Interchange Program Pricing Levels, you will be charged a Non-Qualified Fee, plus a Non-Qualified Surcharge for each such non-qualifying transaction.

6.3 If you accept a Card or transaction other than the type anticipated for your account, we will charge you our then-current transaction fee(s) for the Card and transaction and you will be responsible for the transaction to the same extent as you would be if it was of a Card type elected and approved.

If your fees are not paid through our automatic debiting process, and we are required to pursue collection efforts, you will reimburse us for our costs in an amount of not less than \$100.00.

6.4 The fees specified on your Fee Schedule are based on (a) estimated annual volume and average transaction size for all Services provided under this Agreement; and (b) your method of doing business. If the actual volume or average transaction size are not as expected or if you significantly alter your method of doing business, we may adjust our fees without prior notice to you. It is your responsibility to notify us of any such changes to your business.

6.5 We may adjust our fees to reflect new or increased fees, taxes or assessments imposed by any Card Organization or other Persons related to the Services. It is your responsibility to pay all such adjusted fees effective from the date specified in our notice to you.

6.6 Any Account Minimum Fee set out in your Application will be charged monthly (beginning in the calendar month after your Application is approved) for each location and will be calculated as the Account Minimum Fee set forth in your Application less the "Discount Fees" and "Other Payment Fees" that you incur for that month and location. The Account Minimum Fee shall never be less than zero.

6.7 An equipment rental fee will be charged each month for each piece of equipment rented from us, plus tax as applicable. You will also be charged for shipping and supplies.



6.8 An Authorization fee will be charged for each Authorization requested, whether the response is approved or declined. If you are being charged a combined fee for both Authorization and Capture we may charge this fee on the communication of all instructions that you transmit to us from your point of sale device or other systems to our computer systems, whether the communications are for Authorization requests or any other capture of information whether or not related to any individual transaction.

6.9 A fee will be charged for each Address Verification Service (AVS) request submitted, whether or not we are able to provide a response to the request.

6.10 Clients opting out of the TransArmor Solution will be charged a Compliance Fee. The Compliance Fee covers our costs for systems maintenance and upgrades, mandatory IRS reporting, as well as costs associated with our required tracking and reporting of your PCI compliance. We will provide a monthly vulnerability "scan," if required, of up to 5 IP addresses. Additional required scans are your responsibility. Payment of the Compliance Fee does not discharge your responsibility to maintain PCI DSS compliance at all times.

6.11 You will be charged a monthly Non-Receipt of PCI Validation fee unless, within 60 days from the date this Agreement is submitted with your signature and on an annual basis after that:

- a) you obtain any quarterly or other periodic PCI-approved vulnerability scans that the Card Organization Rules require you to obtain (for example, if you accept Internet transactions);
- b) you remediate vulnerabilities identified by your scans in ways that enable you to comply with the Card Organization Rules and applicable standards (including the PCI DSS); and
- c) you confirm that you are following certain data security protocols by (i) completing an online self-assessment questionnaire, which we will make available to you, regarding your systems and payments acceptance practices (SAQ), or (ii) using PCI-approved methods, providing us with other written evidence of your PCI DSS compliance.

If you materially change the systems you use to accept payments and you wish to avoid paying the monthly Non-Receipt of PCI Validation fee, you will need to promptly complete a new SAQ or (using PCI-approved methods) promptly provide us with other written evidence of your PCI DSS compliance.

6.12 If you believe any adjustments should be made to your Settlement Account, you must notify us in writing within 60 days after any debit or credit is or should have been effected.

If you notify us after 60 days, you agree we have no obligation to investigate or effect any adjustments. Any voluntary efforts by us to assist you in investigating such matters do not obligate us to continue such investigation or to conduct any future investigation.

6.13 If you fail to pay any amounts due within 30 days of the due date set out in our merchant statement or other communication with you, then we may, in our sole discretion, charge you interest, for such time that the amount and all accrued interest remain outstanding at the lesser of 12% APR or the maximum rate permitted by applicable law

## 7. Electronic Funding Authorization

7.1 All payments to you shall be made through the automated clearing house system (ACH) and shall normally be electronically transmitted directly to the Settlement Account you have designated or any successor account designated to receive provisional funding of your transactions pursuant to this Agreement. You agree that any Settlement Account designated by you will be an account primarily used for business purposes. We cannot guarantee the timeframe in which payment may be credited by your financial institution.

7.2 You agree to be bound by the operating rules of the ACH and you authorize us to (a) access information from the Settlement Account; (b) initiate credit and/or debit entries by wire or ACH transfer; (c) instruct your financial institution to (i) block or to initiate, if necessary, reversing entries and adjustments for any original entries made to the Settlement Account; and (ii) provide such access and to credit and/or debit or to block the Settlement Account.

7.3 If we cannot process an ACH payment, we may (a) charge you the applicable fee set out in the Pricing Schedule; and (b) suspend all subsequent funding until a new electronic funding agreement is signed by you or you notify us that ACH payments can be processed.

7.4 Any funds pertaining to the Card transactions contemplated by this Agreement now or hereafter in our possession may be commingled with other funds of ours, or, in the case of any funds held pursuant to the foregoing paragraphs, with any other funds of other customers of ours. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, we are hereby authorized by you at any time and from time to time, without notice or demand to you or to any other Person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of your obligations to us and our respective Affiliates under this Agreement and any other agreement with us our respective Affiliates for any related equipment or related services

(including any check services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured.

## **8. Chargebacks, Fines and Penalties**

8.1 Cardholders and Issuers are authorized by Card Organization Rules and by law to reverse and Chargeback transactions that you submit to us. Further details are set out in the Your Payments Acceptance Guide and in the Card Organization Rules.

8.2 You are obligated to reimburse us (and authorize us to debit your Settlement Account) for (a) all refunds, credits, Chargebacks and adjustments relating to transactions that you submit for processing; and (b) any fees, fines, assessments, obligations or other charges a Card Organization imposes on us in relation to your acts or omissions or the acts or omissions of your agents or those acting on your behalf.

8.3 Refunds, Credits, returns and Chargebacks for GeP Transactions shall be treated as independent transactions with a Transaction Rate as determined by the Card Organization.

## **9. Your Representations and Warranties**

9.1 By submitting a transaction to us, you represent and warrant that the transaction:

- a) is genuine and arises from a genuine sale or service that you directly sold or provided as described on your Application. (The submission of Authorization requests and/or Card transaction by you for Card sales or cash advances transacted by another business is considered laundering or factoring and is prohibited);
- b) represents the correct amount of the goods or services purchased by the Cardholder from your business as identified on your Application;
- c) is not subject to any dispute, set-off or counterclaim;
- d) to your knowledge is not the result of fraud and has been authorized by the Cardholder
- e) does not violate the law of any applicable jurisdiction, including the jurisdiction where you are located, where the Cardholder is located, or where we are located
- f) except for any delayed delivery or advance deposit Card transactions expressly authorized under this Agreement, included your simultaneous delivery of the goods or services to the Cardholder; and

g) complies with this Agreement and Card Organization Rules.

9.2 You further represent and warrant, as of the date of this Agreement and at the time of submission of each transaction, that:

- a) you are validly existing, in good standing and free to enter into this Agreement;
- b) you have not changed the nature of your business or practices in a way not previously disclosed to us;
- c) each statement made on the Application or other information provided to us in support of this Agreement is true, accurate and complete and you have maintained and updated this information to keep it true, accurate, current and complete;
- d) you have not filed a bankruptcy petition not previously disclosed to us;
- e) you will not process any credit transactions that do not correspond to a previous transaction on the original sales draft;
- f) you will not at any time during the term of this Agreement or until all amounts have been paid in full under this Agreement, grant or pledge any security interest or lien of any type in any Reserve Account, Settlement Account or in any of the transaction proceeds to any Person without our consent; and
- g) where you provide FNS, SNAP or WIC Benefits (as described in the Your Payments Acceptance Guide), you are an FNS authorized merchant and are not disqualified or withdrawn from redeeming food stamp coupons or otherwise disqualified or withdrawn by FNS.

## **10. Limitations on Liability; Exclusion of Consequential Damages**

10.1 THIS AGREEMENT IS A SERVICE AGREEMENT. USE OF THE SERVICES, SOFTWARE OR ANY EQUIPMENT (INCLUDING ANY SERVICES, SOFTWARE OR EQUIPMENT PROVIDED BY OR THROUGH A THIRD PARTY) IS AT YOUR OWN RISK AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE SERVICES, EQUIPMENT AND ANY SOFTWARE IS PROVIDED "AS IS" AND WE DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON, INCLUDING ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT SERVICES, EQUIPMENT OR ANY SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICES, EQUIPMENT OR SOFTWARE ARE SECURE, FREE OF



VIRUSES OR OTHER HARMFUL COMPONENTS, OR DO NOT INFRINGE THE RIGHTS OF ANY PERSON.

10.2 IN NO EVENT SHALL WE OR OUR AFFILIATES OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY (INCLUDING SECTION 26):

a) OUR CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY INDEMNITIES), REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL NOT EXCEED, (I) \$50,000; OR (II) THE AMOUNT OF FEES RECEIVED BY US UNDER THIS AGREEMENT FOR SERVICES PERFORMED IN THE IMMEDIATELY PRECEDING 12 MONTHS, WHICHEVER IS LESS;

b) ANY LIABILITY THAT WE MAY HAVE TO YOU FOR ANY DELAY IN FUNDING TRANSACTIONS WILL BE LIMITED TO INTEREST COMPUTED FROM THE DATE THAT YOU SUBMIT THE TRANSACTION TO THE DATE THAT WE FUND THE TRANSACTION AT THE RATE OF THE FEDERAL FUNDS AS SET BY THE FEDERAL RESERVE BANK OF NEW YORK, NEW YORK, LESS ONE PERCENT (1%); AND

c) OUR LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY EQUIPMENT OR SOFTWARE SHALL NOT EXCEED THE PURCHASE PRICE OR PRIOR TWELVE MONTH'S RENT OR FEES, AS APPLICABLE, PAID TO US FOR THE PARTICULAR EQUIPMENT OR SOFTWARE INVOLVED.

## **11. Communications with Customers through the Services**

11.1 You shall provide and obtain any disclosures and consents related to the E-SIGN Act that may be required in connection with your communications and agreements with your customers through the Services.

11.2 If you are able to discern any information about a particular entity or individual from the information available through Insights or any other Service, either alone or with other information in your possession, you agree that the information may be subject to certain privacy, marketing,

insider trading, or other applicable laws and you shall limit your use and disclosure of that information in accordance with all applicable laws.

11.3 With respect to each customer who desires to receive marketing material, transaction receipts or other communications from you via text message or email, such customer must give the appropriate consent in writing; you are NOT permitted to add or modify a customer's consent indication on behalf of the Customer.

11.4 You (or your agents acting on your behalf) shall only send marketing materials or other communications to a customer's provided phone number, street address, and/or email address if the customer has specifically consented in writing executed by the customer.

11.5 If you offer any loyalty program to customers through the Services or otherwise, you are solely responsible for any and all offerings made available to customers in connection with your loyalty program (each, an Offer). The Offer and all of the related information, including branding (trademarks and logos) and images (collectively, the Content) are provided and determined by you. You are solely responsible for ensuring the accuracy of the Offer and Content.

11.6 By providing Content to us as part of our Services, you grant us the right and license to use, modify (e.g. for formatting and display purposes), publicly perform, publicly display, reproduce and distribute such Content on and through the Services, including any Software we make available to you. This license includes the right for us to make Content available to other users who may access and use your Content.

11.7 You are solely responsible for (a) fulfilling the terms of your Offers and determining the criteria for your customers to earn and redeem perks, rewards, stamps, credits or incentives (Rewards); and (b) honoring Rewards for eligible customers who earn those Rewards and you agree not to withdraw or terminate any Offer after it has been made publicly available to your customers without offering a reasonable alternative method for customers to redeem any Rewards related to the Offer.

11.8 You are solely liable for, and we shall have no liability in relation to, any costs or expenses (including refunds) associated with your Offers or Rewards or your failure to issue, accept, fulfill or redeem any Rewards

## **12. Confidentiality**

12.1 You shall safeguard all confidential information we supply or otherwise make accessible to you (including the terms of this Agreement) using a reasonable degree of care. You shall only use our confidential information for the

purposes of this Agreement and shall not disclose our confidential information to any person, except as we may agree in advance and in writing. We acknowledge that you may be subject to public records laws for the State in which you are located and any non-exempt public records, which may include our confidential information, are subject to inspection and copying upon request by the public. If a Public Records request is made for our confidential information, you will provide us 10 days' prior notice of your intent to disclose the records so that we may seek a protective order or take other court action. If no such action is filed, you may disclose the records. At our request you shall return to us or destroy all of our confidential information in your possession or control.

12.2 You agree that breach of the restrictions on use or disclosure of our confidential information would result in immediate and irreparable harm to us, and money damages would be inadequate to compensate for that harm. We shall be entitled to equitable relief, in addition to all other available remedies, to redress any breach.

12.3 You may submit comments or ideas about our Services, including about how to improve our Services. By submitting any idea, you agree that: (a) we expressly disclaim any confidentiality obligations or use restrictions, express or implied, with respect to any idea; (b) your submission will be non-confidential; and (c) we are free to use and disclose any idea on an unrestricted basis without notifying or compensating you. You release us from all liability and obligations that may arise from our receipt, review, use or disclosure of any portion of any idea.

### 13. Use of Data

13.1 You agree we may use Transaction Data for the purpose of providing additional products and services to you, other merchants, or third parties. This includes using Cardholder information, dates, transaction details, and other Transaction Data to provide you with analytics products and services as well as collecting using Transaction Data aggregated with other merchants' transaction data to provide you, other merchants, third parties with analytic products and services.

13.2 In the course of providing Services, we may collect information relating to activities on your network, including network configuration, TCP/ IP packet headers and contents, log files, malicious codes, and Trojan horses. We retain the right to use this information or aggregations of this information, in addition to the Transaction Data described above, for any reasonable purpose.

13.3 You agree that we may obtain relevant information from any applicable telecommunications provider you utilize, as necessary to investigate any allegation of fraud, suspected

fraud or other actual or alleged wrongful act by you in connection with the Services.

### 14. Intellectual Property Rights

14.1 All right, title, and interest in and to all confidential information and intellectual property related to the Services (including the Marks, all Software, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods and any updates, changes, alterations, or modifications to or derivative works from such intellectual property), owned, developed or licensed by us prior to, during the term of, or after this Agreement, or employed by us in connection with the Services, shall be and remain, as among the Parties, our or our affiliates', our vendors' or our licensors' (as applicable) sole and exclusive property and all right, title and interest associated with the Services, Equipment and Software not expressly granted by us in this Agreement are deemed withheld.

You may not use our Marks in any manner, including in any advertisements, displays, or press releases, without our prior written consent.

14.2 You may not, nor may you permit any third party to do any of the following: (a) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the Service, Software or Equipment (or any part), except to the extent that such restriction is expressly prohibited by law; (b) modify, translate, or alter in any manner, the Service, Software or Equipment (or any part) or the Marks; (c) create derivative works of or based on the Service (or any part), Software or the Marks; (d) except for backup and archival purposes, directly or indirectly copy the Service or any Software (or any part); (e) republish, upload, post, transmit, disclose, or distribute (in any format) the Service or Software (or any part) except as permitted in this Agreement; or (f) remove, relocate, or otherwise alter any proprietary rights notices from the Service, Software or documentation (or any part) or the Marks.

14.3 If we provide you with copies of or access to any Software or documentation, unless otherwise expressly stated in writing, that Software and documentation is provided on a personal, non-exclusive, non-transferable, non-assignable, revocable limited license for the period of your subscription to the applicable Service and solely for you to access and use the Software and documentation to receive the relevant Services for its intended purpose on systems owned or licensed by you. Software can only be used with certain computer operating systems and it is your responsibility to ensure that you have the appropriate hardware and software to use the Software.



14.4 You shall not take any action inconsistent with the stated title and ownership in this Section 14. You will not file any action, in any forum that challenges the ownership of any part of the Service or any Software, materials or documentation. Failure to comply with this provision will constitute a material breach of this Agreement. We have the right to immediately terminate your access to and use of the Service in the event of a challenge by you.

14.5 If you are acquiring any Services on behalf of any part of the United States Government (Government): (a) any use, duplication, or disclosure by the Government is subject to the restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause of FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement; and (b) we are the contractor/manufacturer, with the address set forth in this Agreement.

## 15. Assignment

15.1 Any transfer or assignment of this Agreement by you, without our prior written consent (such consent not to be unreasonably withheld by us), by operation of law or otherwise, is voidable by us and, in such event we may: (a) suspend Services at any time and without notice, (b) hold you and your guarantors liable for all obligations incurred by such purchaser or transferee, and (c) offset funding and obligations incurred on your accounts without regard to whether such funding or obligations relate to activities of you or of such purchaser or transferee.

15.2 If you make an assignment (or provide a security interest) of receivables covered by this Agreement, then we may, at our option, elect to: (a) refuse to acknowledge such assignment unless accompanied by an authorization to both initiate debits or credits to the bank account of the assignee; (b) terminate this Agreement immediately; or (c) charge for any transfers that we are called upon to make manually to fulfill such an assignment at the rate of \$100 per transfer.

15.3 Processor may not assign or transfer this Agreement to any other Person without your prior written consent (such consent not to be unreasonably withheld by you). Subject to Card Organization Rules, Bank may assign or transfer this Agreement and its rights, duties and obligations hereunder, in whole or in part, to any Person, whether in connection with a change in sponsorship, as set forth in the preceding paragraph, or otherwise, without notice to you or your consent. In addition, another Visa and Mastercard member may be substituted for Bank under whose sponsorship this Agreement is performed with respect to Visa and Mastercard transactions. Upon such substitution, such other Visa and Mastercard member shall be responsible for all

obligations required of Bank, including full responsibility for its Card program and such other obligations as may be expressly required by applicable Card Organization Rules.

15.4 If this Agreement is assigned with our permission or by operation of law, the restriction against assignment shall continue to apply to the assignee, who will not be authorized to further assign this Agreement except as described in this Section.

## 16. Terms; Events of Default

16.1 This Agreement becomes effective only when approved by our Credit Department. We reserve the right to immediately suspend or terminate your account and this Agreement if you fail to meet our credit policies even if your account has been activated to submit transactions prior to your approval by our Credit Department.

16.2 The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). After the Initial Term, subject to Section 16.3, this Agreement shall automatically extend for additional period of one year each (each an Extended Term).

16.3 A party may give written notice to the other party, not later than 30 days before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be. Should you fail to notify us in writing that you wish to terminate this Agreement under this Section

16.3 you agree that you will continue to be charged certain fees pursuant to this Agreement even if you are not using your account. If you have an equipment lease, termination of this Agreement does not terminate that equipment lease.

16.4 We may terminate this Agreement or suspend any or all of the Services immediately and without notice in the following circumstances (each, a Default):

- a) a material adverse change in your business, financial condition, or business prospects;
- b) any assignment or transfer of voting control of you or your parent or sale of all or a substantial portion of your assets;
- c) irregular Card sales by you, excessive Chargebacks, noncompliance with any applicable data security standards, as determined by Servicers, or any Card Organization, or any other Person, or an actual or suspected data security breach, or any other circumstances which, in our sole discretion, may increase our exposure for your Chargebacks or otherwise present a financial or security risk to us;



d) you breach any of your representations, warranties or covenants in this Agreement or you default in any material respect in the performance or observance of this Agreement or in any agreement with any of our respective Affiliates, including the establishment or maintenance of funds in a Reserve Account or any failure to notify us of any change to the information in your merchant profile;

e) your actions come under investigation by any Card Organization resulting in the Card Organization directing us to terminate or suspend our Services or Agreement with you; or

f) you violate any applicable law or Card Organization Rule or we reasonably believe that termination of this Agreement or suspension of Services is necessary to comply with any law, including the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

16.5 We may suspend or terminate this Agreement or our provision of one or more Services to you without penalty if: (a) the Service is generally discontinued; (b) our arrangement with the Card Organization or third party vendor in relation to the Service expires or terminates; (c) we are directed to end the service to you by any Card Organization; (d) we are prevented from providing the Service by any law, regulation, requirement, ruling or notice issued in any form whatsoever by judicial or governmental authority; or (e) we are for any other reason no longer able to provide the Service.

16.6 We may also suspend Services to: (a) prevent damages to, or degradation of, our or a third party vendor or network's network integrity that may be caused by a third party; (b) comply with any law, regulation, court order or other governmental request which requires immediate action; or (c) otherwise protect us or a third party vendor from potential legal liability. To the extent commercially reasonable, we shall give notice to you before suspending any Services in these circumstances. If not commercially reasonable to give prior notice, we shall give notice to you as soon as commercially practicable thereafter. Availability of Services may vary due to events beyond the control of us or our third party vendors. In the event of a suspension of a Service under this Section, we or the applicable third party vendor shall promptly restore the Services after the event giving rise to the suspension has been resolved.

16.7 Subject to Section 16.8, you can terminate this Agreement if we notify you of an increase to your fees or add new fees and you notify us that you are terminating this Agreement within 30 days of our notice. If you do not notify us in the required period, you are deemed to have accepted the fee changes.

16.8 Your right to terminate under Section 16.7 does not apply to increases in rates or any other charges or new fees imposed on us by third parties (including the Card Organizations) which we pass on to you in accordance with Section 6.5 or where we adjust your fees in accordance with Section 6.4. Any termination in these circumstances shall be considered a breach of this Agreement

16.9 The expiration or termination of this Agreement shall not affect the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive, including Sections 8, 10, 12, 14, 17, 19, 26 and 27. After expiration or termination of this Agreement or your subscription to a particular Service for any reason: (a) your right and license to access and use the Software and documentation associated with the Service shall immediately cease and, within five (5) days after such event, you shall either return to us or destroy all Software and documentation provided to you by us and shall so certify to us in writing; and (b) you shall continue to bear total responsibility for all transactions you have submitted to us and all Chargebacks, fees, Card Organization fines imposed on us as a result of your acts or omissions, credits and adjustments resulting from Card transactions processed pursuant to this Agreement, and all other amounts then due or which may become due under this Agreement. On termination due to a Default, all amounts owing to us shall be immediately due and payable.

16.10 If you file for protection under the U.S. bankruptcy code or any other laws relating to bankruptcy, insolvency, assignment for the benefit of creditors or similar laws, and you continue to use our Services, it is your responsibility to open new accounts to distinguish pre and post filing obligations. You acknowledge that as long as you utilize the accounts you established prior to such filing, we will not be able to systematically segregate your post-filing transactions or prevent set-off of the pre-existing obligations. In that event, you will be responsible for submitting an accounting record supporting any adjustments that you may claim.

16.11 The Card Organizations maintain merchant lists such as the Member Alert To Control High-risk (Merchants) (MATCH) who have had their merchant agreements or card acceptance rights terminated for cause. If this Agreement is terminated for cause, you

(a) agree that we may report your business name and the names and other information regarding your principals to the Card Organizations for inclusion on such list(s); and (b) waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

## 17. Reserve

17.1 You agree that in addition to any other rights we have under this Agreement, we may establish a Reserve consisting of cash or other assets that we will hold to satisfy your obligations or potential obligations under this Agreement or any other agreement with us or our Affiliates.

17.2 The amount of the Reserve shall be set by us in our sole discretion based upon your processing history and the potential risk of loss to us, as we may determine.

17.3 The Reserve shall be fully funded upon three days' notice to you or immediately in instances of suspected fraud or a Default.

17.4 The Reserve may be funded by all or any combination of: (a) one or more debits to your Settlement Account or any other accounts held by Bank or any of its Affiliates, at any financial institution maintained in your name or in the name of any of your principals, or any of your guarantors, or if any of same are authorized signers on such account; (b) any payments otherwise due to you from us or our Affiliates; or (c) any other collateral that you agree to provide and we agree to accept in our mutual discretion.

17.5 If this Agreement is terminated by any party, an immediate Reserve may be established without notice in the manner provided above. In these circumstances, the Reserve will be held by us for 10 months after termination of this Agreement or for such longer period of time as is consistent with resolution of all liability from your Card acceptance including Chargebacks, fines, fees or obligations of any other kind.

17.6 Any funds we hold in Reserve represent general payment obligations to you which do not become due until all potential contingent liabilities arising from your Card transactions have expired or lapsed. We may set-off any obligations that you owe to us before returning the balance of the Reserve. Unless specifically required by law, you shall not be entitled to interest on any funds held by us in the Reserve, and we shall be entitled to accrued interest in such funds.

17.6 If any funds we hold in Reserve are not sufficient to cover the Chargebacks, adjustments, fees and other charges and amounts due from you, or if the funds in Reserve have been released, you agree to promptly pay us such sums upon request.

## 18. Account Information

18.1 You are solely responsible for: (a) ensuring the accuracy of all information and data regarding your business that you provide to us or our service providers in connection with the

Services, including any menus loaded onto a Device; (b) verifying that all information and data loaded onto a Device by us or our service providers at your request are accurate prior to your business use of such Device; and (c) immediately notifying us should any information you have provided to us become inaccurate or misleading. We and our service providers disclaim any and all liability arising out of any inaccuracies with respect to such information or data.

18.2 Upon request, you will provide us and our Affiliates quarterly financial statements within 45 days of the end of each fiscal quarter and annual audited financial statements within 90 days of the end of each fiscal year. Any financial statements provided must be prepared in accordance with generally accepted accounting principles. You will also provide other information concerning your business and your compliance with the terms and provisions of this Agreement as we may reasonably request.

18.3 You authorize us and our Affiliates to obtain from third parties financial and credit information relating to you in connection with our determination whether to accept this Agreement and our continuing evaluation of your financial and credit status. We may also access and use information which you have provided to us for any other reason.

18.4 Upon request, you shall provide to us and our Affiliates or our representatives or regulators (as well as those of the Card Organizations) reasonable access to your facilities and records for the purpose of performing any inspection (including of Equipment) and copying of books and records deemed appropriate. You shall pay the costs incurred by us or our Affiliates for such inspection, including costs incurred for airfare and hotel accommodation.

18.5 You authorize us to share information provided by you in your Application or otherwise with other relevant organizations, including those involved in the provision of the Services.

## 19. Audit Rights

19.1 Upon notice to you, we may audit your usage, records and security, your customer's payment processing information, and the Services to ensure that (a) you are using the Services in full compliance with this Agreement; (b) all applicable fees have been paid; and (c) you are in full compliance with all applicable laws, regulations and rules (including Card Organization Rules). Any such audit shall be conducted during regular business hours at your offices and shall not interfere unreasonably with your business.

19.2 You shall cooperate fully with any investigation or audit we or any Card Organization may undertake in relation to data security and you authorize us to share the details of any



questionnaire or compliance report with the Card Organizations

## **20. Software Updates and Maintenance**

20.1 We may perform maintenance on Software or Services which may result in service interruptions, delays, or errors. We will not be liable for any such interruptions, delays, errors, or bugs. You agree that we may contact you in order to assist you with the Software or Services and obtain information needed to identify and fix any errors.

20.2 We may, at our discretion, release enhancements, improvements or other updates to any Software. If we notify you of any such update, you shall integrate and install such update into your systems within thirty (30) days of your receipt of such notice. You acknowledge that failure to install any updates in a timely fashion may impair the functionality of the Software or Services. We shall have no liability for your failure to properly install the most current version of any Software or any update, and we shall have no obligation to provide support or services for any outdated versions.

20.3 You acknowledge and understand that certain Software can automatically install, download, and/or deploy updated and/or new components, which may include a new version of the Software itself. You shall not, in any event or in any manner, impede the update process. You agree to assume full responsibility and indemnify us for all damages and losses, of any nature, for all adverse results or third party claims arising from your impeding the update process.

20.4 We and our Wireless Vendor(s) reserve the right to make changes in the configuration of Wireless Services, Wireless Networks, Wireless Equipment, Wireless Software, rules of operation, accessibility periods, identification procedures, type and location of equipment, allocation and quantity of resources utilized, programming languages, administrative and operational algorithms and designation of the control center serving you at the particular address.

20.5 The default version and functionality of Clover software applications that are accessible at the time you acquire a Clover Device may vary.

## **21. Accessing Services via wireless services, the Internet or third parties**

21.1 You may access certain of our Services through a Device using a wired (ethernet) or wireless (WiFi or cellular) connection to the internet. You are solely responsible for the payment of any fees that may be imposed by your internet/data provider. Your use of any Services accessed wirelessly or through the internet is subject to: (a) the terms of any agreements you have with your internet/data

provider; and (b) availability, transmission range and uptime of the services and any wireless equipment.

21.2 You agree that we shall not be liable to you for any claims, damages, losses, obligations, costs or expenses or other liability arising directly or indirectly from or otherwise concerning (a) any termination, suspension, delay or disruption of service (including billing for a service) by the internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of any of the Services, the Internet, or any communications network, facility or equipment beyond our or a third party's reasonable control, whether or not attributable to one or more common carriers; (c) your failed attempts to access any Services or to complete transactions via any of the Services; or (d) any failure to transmit, obtain or collect data or for human, machine or software errors or faulty or erroneous input by you.

21.3 We may alter which Devices and browsers are approved as compatible with particular Services in our discretion.

21.4 If a Service relies on online connectivity to provide up-to-date data, you assume all risk, responsibility and liability associated with any transaction that you choose to conduct while the Service is offline.

## **22. Service Integration**

22.1 Unless otherwise agreed in writing, you have the sole responsibility to select and employ any competent programming agent(s) to accomplish any programming required to make your systems function correctly with our platforms (Integration). You shall be responsible for all technical support for your systems and Integration related issues. You agree that you will use commercially reasonable efforts to complete any Integration as soon as possible. You will be responsible for all of your own development and implementation costs associated with such Integration.

22.2 You acknowledge that unless and until you complete any Integration, no Services which require such Integration shall need be provided by us to you pursuant to this Agreement.

22.3 Upon your request to us, and upon payment of any applicable fees, we may provide you with set-up services to assist with any Integration.

## **23. Security**

23.1 You are solely responsible for establishing and maintaining Card Organization Rule compliant security policies and procedures to prevent unauthorized access to and use of Cardholder Information or any other data, including by implementing: (a) all steps required to comply

with the PCI DSS, including ensuring all third parties and software use by you in connection with your payment processing are compliant with PCI DSS; (b) appropriate controls to limit access to, and render unreadable prior to discarding, all Cardholder Information and other data; (c) firewalls, passwords and other appropriate security features to protect against unauthorized access to your terminals, systems, the Services and any Software by your employees, contractors, customers, or by any other person (including instituting appropriate controls to prevent employees or others from submitting credits that do not reflect bona fide returns or reimbursements of earlier transactions); and (d) any other reasonable protective techniques suggested by us. You are required to provide information to us regarding your PCI-DSS compliance when requested, including but not limited to an annual questionnaire that we will make available to you.

23.2 If you become aware of any loss, theft or unauthorized use of any data and/or any suspected breach of your systems or any suspicious transactions or fraudulent activity or if any other Data Security Event occurs, you shall (a) immediately notify us (and, as required under the Card Organization Rules, each Card Organization); (b) cooperate fully with any investigation into such matter by us or any Card Organization; (c) investigate the matter and perform all remedial actions reasonably specified by us; (d) not, without our prior written consent, take any action, or fail to take any action, which prejudices our rights under this Agreement; (e) not admit any liability, assume any financial obligation, pay any money, or incur any expense in connection with any Data Security Event without our prior written consent. If you do so, it will be at your own expense; and (f) grant us and our vendors the right to access and perform a scan of the IP addresses identified within your profile (and you agree and authorize payment for the additional scan). We reserve the right to deny you access to the Services, in whole or in part, if we believe that any loss, theft or unauthorized use of any data or access information has occurred.

23.3 You are responsible for all electronic communications sent to us or to any third party. When we receive communications from you we will assume you sent it to us.

23.4 You will not obtain ownership rights in any Cardholder Information. You must not use, disclose, store, sell or disseminate any Cardholder Information except for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, retrieval requests or similar issues involving Card transaction.

## 24. Supply of Equipment

24.1 We will sell to you, and you will buy from us Equipment identified in Equipment Documents as being sold to you (individually and collectively, the Purchased Equipment). We

will rent to you and you agree to accept and rent from us Equipment identified in Equipment Documents as being rented to you (individually and collectively, the Rental Equipment).

24.2 Any Equipment sold or rented to you is being sold or rented to you solely for business use and not for household or personal use.

24.3 Warranties, if any, for the Equipment or any related Software will be contained within the packaging and originate from the applicable third party provider or manufacturer (Vendor) not us.

24.4 YOU ACKNOWLEDGE THAT ANY EQUIPMENT AND/OR SOFTWARE YOU PURCHASE OR RENT FROM US MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS. WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE WITH ANY OTHER PROCESSING SYSTEMS. IF YOU ELECT TO USE ANOTHER PROCESSING SERVICE PROVIDER ON TERMINATION OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE RENTED OR PURCHASED UNDER THIS AGREEMENT.

24.5 We will provide you supplies as requested by you. You shall pay the purchase price for such supplies, plus shipping and handling charges, including all applicable tax, prior to delivery of the supplies or upon invoice, as specified by us, or at our option, such amounts will be collected by us by debits or deductions pursuant to this Agreement.

24.6 We will deliver the Equipment to the site you designate. You are deemed to have accepted each piece of Equipment at the earlier of: (a) your actual acceptance after installation; (b) delivery to you if your site is not prepared and ready for installation; or (c) for Equipment that we have not agreed to install for you, seven (7) days after shipment of each such piece of Equipment. The rental period for each piece of Rental Equipment starts on the date the Equipment is deemed accepted and terminates at the scheduled termination date in the Equipment Documents.

24.7 You will prepare the installation site(s) for the Equipment, including the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date. Any alterations required for installation of Equipment will be done at your expense.

24.8 You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall not use the Equipment, or permit the Equipment to



be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.

24.9 You may not relocate, remove, disconnect, modify or in any way alter any Equipment without our prior consent.

24.10 You are responsible for safeguarding Equipment from (and shall immediately notify us of any) loss, damage, unauthorized use, misuse or theft.

24.11 You shall keep the Rental Equipment adequately insured against loss by fire, theft and all other hazards (comprehensive coverage). The loss, destruction, theft or damage to the Rental Equipment does not relieve you of your obligation to pay the full purchase price or rent payable under this Agreement.

24.12 If Equipment is defective, you must immediately call the POS Help Desk. If necessary, we will assist you in obtaining replacement Equipment. If you fail to return any defective Equipment, you may be responsible for its replacement value and for any legal and/or collection costs incurred by the Equipment owner in connection with recovering Equipment.

24.13 Rented Equipment may not be subleased at any time and you must keep all Equipment free of any claims, liens and legal processes initiated by creditors.

24.14 Promptly upon termination of all applicable rental periods or promptly following any action by us following a Default, you shall deliver possession of all Rental Equipment (including all attachments and parts) to us at your cost in the same operating order, repair, condition and appearance that the Rental Equipment had at the time of its delivery to you, except for reasonable wear and tear. For each item of Rental Equipment not so returned 14 calendar days after (a) termination of the applicable rental period, or (b) any action by us following a Default, you agree to pay us the greater of \$250 or the fair market value of such item of Equipment if it were in the condition described above, as determined by us.

24.15 Except for Purchased Equipment that has been paid for in full, the Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment indicating our ownership.

24.16 You shall return Equipment in accordance with the procedure set out in the Your Payments Acceptance Guide. Rental fees may be continued until Equipment is returned.

24.17 You hereby grant to us a security interest in (a) all Purchased Equipment and the related Software to secure payment of the purchase price; and (b) all Rental Equipment

and the related Software to secure payment of the monthly payments and authorize us to file financing statements with respect to the Equipment and the Software in accordance with the Uniform Commercial Code, signed only by us or signed by us as your attorney-in-fact.

24.18 You agree that in order to access any Wireless Services, you must use wireless POS Terminals and accessories approved for use with the Wireless Services by us in our sole discretion (Wireless Equipment).

24.19 You agree to obtain any and all licenses, permits or other authorizations required by the Federal Communications Commission (FCC) or any other regulatory authority, if any, for the lawful operation of any Wireless Equipment used by you. You shall promptly provide us with all such information as we may reasonably request with respect to matters relating to the rules and regulations of the FCC.

## 25. Compliance with Laws

25.1 You shall comply fully with the requirements of all applicable federal, state and local laws and regulations related to your use of Software, Equipment and each Service and provision and use of any Cardholder Information, customer information and other point of sale data in connection with the Services. You shall not use the Services for illegal purposes.

25.2 You are solely responsible for obtaining all required permits and monitoring legal developments applicable to the Services and the operation of your business, interpreting applicable laws and regulations, determining the requirements for compliance with all applicable laws and regulations, and maintaining an on-going compliance program.

25.3 NOTWITHSTANDING THE CAPABILITY OF CERTAIN SERVICES TO COLLECT AND STORE CUSTOMER INFORMATION AND TO ALLOW YOUR CUSTOMERS TO ELECT TO RECEIVE MARKETING MATERIALS FROM YOU, SOME STATES MAY LIMIT YOUR USE OF SUCH INFORMATION ONCE COLLECTED, EVEN IF THE CUSTOMER HAS PROVIDED HIS CONSENT, AND/OR YOUR DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT (a) YOUR USE OF ANY CUSTOMER INFORMATION OBTAINED IN CONNECTION WITH THE SERVICES MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (b) YOU ARE SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, AND

(c) YOU WILL AT ALL TIMES STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS.

## 26. Responsibilities

26.1 You agree to be fully responsible for and hold us, our Affiliates and third party service providers harmless from and against all losses, liabilities, damages and expenses arising from:

(a) any breach or misrepresentation by you under this Agreement; (b) your or your employees' or your agents' negligence or willful misconduct, in connection with Card transactions or otherwise arising from your provision of goods and services to Cardholders; (c) your use of the Services, including any Software or Equipment provided under this Agreement; (d) any third party indemnifications we are obligated to make as a result of your actions (including indemnification of any Card Organization or Issuer); (e) your use of any Cardholder Information or other customer information obtained in connection with your use of the Services; (f) the content or delivery of any marketing messages that you send or cause to be sent to any customer; or (g) any other persons authorized or unauthorized access and/or use of any Service, Software or Equipment, whether or not using your unique username, password, or other security features.

26.2 Subject to the limitations set forth in Section 10.3, we agree to agree to be fully responsible for and hold you harmless from and against all losses, liabilities, damages and expenses directly resulting from any breach or misrepresentation by us under this Agreement or directly arising out of our or our employees' gross negligence or willful misconduct in connection with this Agreement; provided that this obligation shall only apply to Bank in relation to the services provided by it hereunder.

## 27. Dispute Resolution

The parties agree to resolve disputes in accordance with this section.

27.1 Informal Resolution. In the event of any dispute or disagreement between the parties arising out of or relating to this Agreement (the "Dispute"), either party ("Notice Party") may provide written notice to the other party ("Receiving Party") in an attempt to informally resolve the Dispute, including a description of the issues ("Initial Notice"). If the parties' authorized representatives do not resolve the Dispute within ten (10) business days of delivery of the Initial Notice, then each party shall immediately refer the Dispute to an executive at the Vice President level. No proceedings for the resolution of such Dispute may begin until it has been elevated to the Vice President level, and the Vice President concludes, after a good faith effort to resolve the Dispute, that resolution through continued discussion is unlikely.

27.2 Litigation. Any Dispute not resolved within sixty (60) calendar days after a good faith effort to resolve the Dispute informally pursuant to Section 27.1 may be submitted to litigation. The parties agree that any litigation involving any Claim, regardless of whether the Claim is in contract, tort (including negligence), or otherwise or is legal or equitable in nature, that arises out of this Agreement that relates to the Services or the subject matter of this Agreement be brought exclusively in any appropriate state or federal court located in the State in which you are located.

27.4 Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State in which you are located (without regards to its choice of law provisions). The exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or federal court located in the State in which you are located.

27.5 Nothing in this Agreement will abrogate the defense of sovereign or governmental immunity if otherwise available to you.

## 28. Notices

28.1 All notices and other communications required or permitted under this Agreement (other than those involving normal operational matters relating to the processing of Card transactions) shall be in writing and sent:

- a) if to you, to your email address or postal address appearing on the Application;
- b) if to Processor, to its address appearing on the confirmation page, with a copy to Attention: General Counsel's Office, 3975 N.W. 120th Avenue, Coral Springs, FL 33065; and
- c) if to Bank, to the address appearing on the confirmation page.

28.2 Notices shall be effective when actually received or, if sent by courier, when delivered. Notices sent to your last known e-mail address or postal address, as indicated in our records, shall constitute effective notice to you under this Agreement.

28.3 You must give us 30 days prior notice of any change to your address. Failure to provide us with a valid address may result in the termination of this Agreement.

28.4 Notwithstanding the above, all bankruptcy, credit reporting or collection related notices must be sent to the following address: Merchant Services Department, P.O. Box 675799 Marietta, GA 30006 Attn: Bankruptcy and Collection Notifications.



28.5 All notices must include your name(s) and merchant number(s).

### **29. Communications**

29.1 You agree that we, our affiliates and our third party subcontractors and/or agents, may use, in addition to any live agent calls, an automatic telephone dialing system, an artificial or pre-recorded voice, or both, to contact you at the telephone number(s) you have provided, and/or may leave a detailed voice message if you are unable to be reached, even if the number provided is a cellular or wireless number or if you have previously registered on a Do Not Call list or requested not to be contacted for solicitation purposes.

29.2 You consent to receiving commercial electronic messages, including email messages, SMS and text messages, and telephone calls, from us, our Affiliates, and our third party subcontractors and/or agents.

### **30. Whole Agreement; Waiver; Severability**

30.1 This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, and supersedes any previous agreements and understandings.

30.2 A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.

30.3 Except with respect to Section 27, the parties intend every provision of this Agreement to be severable, and, if any part of this Agreement is not enforceable, the remaining provisions shall remain valid and enforceable.

### **31. Amendment**

31.1 We may modify this Agreement (including changing the fees or adding new fees) by 20 days written notice to you. Subject to Section 31.2, you may choose not to accept the change by terminating this Agreement by written notice within 30 days of our notice.

31.2 Notwithstanding Section 31.1, we may at any time modify this Agreement in accordance with Section 6.5 or to reflect changes in applicable law, the Card Organization Rules or security procedures and your right of termination shall not arise in such circumstances.

### **32. Third Party Beneficiaries**

32.1 Our Affiliates and any Persons we use in providing the Services are third party beneficiaries of this Agreement and each of them may enforce its provisions as if they are a party to it. The rights of the parties to rescind or agree to any variations, waiver or settlement under this Agreement are not subject to the consent of any Person.

32.2 Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall have no rights or remedies under this Agreement.

### **33. 6050W of the Internal Revenue Code**

33.1 Under Section 6050W of the Internal Revenue Code, you will receive a Form 1099- K reporting the gross dollar amount of card transactions processed through your merchant account with us in each year.

33.2 Amounts reportable under Section 6050W are subject to backup withholding requirements. We will be required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) you fail to provide your taxpayer identification number (TIN) to us, or (b) if the IRS notifies us that the TIN (when matched with the name) provided by you is incorrect. Accordingly, to avoid backup withholding, it is very important that you provide us with the correct name and TIN that you use when filing your tax return that includes the transactions for your business.

### **34. Export Compliance**

34.1 You agree not to export or re-export any Software or Equipment or any underlying information except in full compliance with all applicable laws and regulations.

34.2 None of the Software or Equipment or any underlying information may be down- loaded or otherwise exported or re-exported (a) to any country to which the United States has embargoed goods (or any national or resident thereof); (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or (c) in any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations.

34.3 If you have rightfully obtained Software or Equipment or any underlying information outside of the United States, you agree not to re-export the same except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained it. You warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

### **35. No Investment Advice**

35.1 We do not provide any business, investment or financial advice and are not advocating any business decision or the sale or purchase of any real property, stocks, bonds, or securities.

35.2 We expressly state, and you hereby acknowledge, that any information services are provided solely for informational purposes and are not to be used as a

substitute for independent financial investment advice nor are they intended to be relied upon by any person or entity, including you or your customers for the purposes of investment or other financial decisions.

### 36. Interpretation; Definitions

36.1 The headings contained in this Agreement are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this Agreement. References in this Agreement to include, including, or in particular shall not be given a restrictive meaning and shall be interpreted without limitation. Reference to any legislation is to such legislation as amended or supplemented in the future.

36.2 Certain terms used in this Agreement are defined below:

**Affiliate:** a Person that, directly or indirectly, (i) owns or controls a party to this Agreement or (ii) is under common ownership or control with a party to this Agreement.

**Anticipated Interchange and Program Pricing Level:** your initial anticipated Card Organization interchange and program pricing rates.

**Application:** the application for Services executed by you.

**Authorization:** approval by, or on behalf of, the Issuer to validate a transaction. An Authorization indicates only that the Issuer has confirmed there is sufficient availability of funds on the Cardholder's account at the time the Authorization is requested.

**Authorization and Capture:** the communication of instructions from your POS or other systems to our computer systems, whether the communications are for authorization requests or any other capture of information.

**Card:** See either Credit Card or Debit Card.

**Cardholder:** the Person whose name is embossed on a Card and any authorized user of such Card, also referred to as a Card Member by American Express.

**Cardholder Information:** the data contained on a Card, or otherwise provided to you, that is required by the Card Organization or us in order to process, approve and/or settle a Card transaction, including the names, addresses and Card account numbers of Cardholders.

**Card Organization:** any entity formed to administer and promote Cards, including Mastercard Worldwide (Mastercard), Visa U.S.A., Inc. (Visa), DFS Services LLC (Discover Network), PayPal, Inc. (PayPal), American Express Travel Related Services Company, Inc. (American Express) and any applicable debit networks.

**Card Organization Rules:** the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBTs, the Quest Operating Rules).

**Chargeback:** a Card transaction (or disputed portion) that is returned to us by the Issuer. You are responsible for payment to us for all Chargebacks.

**Clover:** Clover Network, Inc.

**Clover Service:** the website associated with the Clover Service, the object code version of Clover software applications (whether owned or licensed by Clover) resident on a Device at the time we provide you with the Device and the object code version of the software that enables the applications resident on a Device at the time of provisioning, and any related updates (including software maintenance or bug fixes) that are designed to assist with the management of your business and enable payment processing at the point of sale, and any materials, documentation and derivative works released by us.

**Credit Card:** a card bearing a valid Mark of Visa, Mastercard, Discover Network, PayPal or American Express (or any other Card Organization specified by us in writing) and authorizing the Cardholder to buy goods or services on credit.

**Credit Limit:** the credit line set by the Issuer for the Cardholder's Credit Card account.

**Data Security Event:** any actual or suspected unauthorized or fraudulent access to (or use, disclosure, or alteration of) Transaction Data (including but not limited to Cardholder Information) whether consisting of a single event, a continuous course of events, or a series of related events.

**Debit Card:** a card bearing a valid Mark of Visa, Mastercard, Discover Network or American Express or any debit network that is used to access funds in a Cardholder's bank account or a prepaid account.

**Device:** a tablet, smartphone, or other mobile or fixed form factor identified by us as compatible with and capable of accessing and/or supporting a particular Service.

**Discount Rate:** a percentage rate or amount charged to a merchant for processing its qualifying daily Credit Card and Non-PIN Debit transactions, as set forth in the Application.

**Dispute:** any dispute, claim, or controversy related to or arising under any aspect of your relationship with us, whether directly with Processor and/or Bank, or indirectly with any other person or entity related to the relationship,



and arising at any time during, before, or after that relationship.

**EMV Upgrade Costs:** the costs you agree to incur to upgrade payment acceptance and processing hardware and software to enable you to accept and process EMV-enabled Cards in a manner compliant with the PCI DSS.

**Equipment:** equipment rented to or purchased by you under this Agreement and any Equipment Documents.

**Equipment Documents:** documents setting out additional terms on which Equipment is rented to or purchased by you under this Agreement.

**General Terms:** these general terms and conditions on which the Services are provided, including any amendments or modifications.

**Foreign Currency:** a currency other than the Local Currency and supported by us for a particular service.

**GeP Transaction:** a card not present transaction between you and a Cardholder using a card type approved by us, in which you present the price for the product or service in a Foreign Currency in a card not present environment and the Cardholder authorizes (a) the price in a Foreign Currency to be submitted to a Card Organization for settlement, and (b) that the Cardholder's account will be charged for the price in the Foreign Currency.

**GeP Service:** the merchant pricing of goods and services in a Foreign Currency and the activity undertaken by us and/or a GeP Service Provider to authorize, process, and settle GeP Transactions.

**Issuer:** the financial institution or Card Organization that has issued a Card to a Person.

**Local Currency:** the currency associated with your place of domicile and approved by us.

**Marks:** names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations.

**Merchant Account:** shall mean an account set up for a merchant that requires a card processor, bank, merchant ID, terminal ID, merchant account number, or otherwise named unique merchant number. Multiple physical or virtual storefronts that process transactions under the same unique merchant number shall be deemed as one (1) Merchant Account.

**Merchant Account Number:** a number that numerically identifies each merchant location, outlet, or line of business to us for accounting and billing purposes.

**MID:** merchant identification number.

**Mitigation Service:** a service provided to a Cardholder whose information is the subject of a Data Security Event, where the primary purpose of the service is to mitigate the effects of the Data Security Event, including identity theft education and assistance and credit monitoring.

**Non-PIN Debit:** a transaction using a Debit Card that is processed without the use of a PIN.

**Non-Qualified Fee:** the difference between the interchange or program pricing associated with the Anticipated Interchange and Program Pricing Level and the interchange or program pricing associated with the more costly interchange or program pricing level at which the transaction actually processed.

**Non-Qualified Surcharge:** a surcharge applied to any transaction that fails to qualify for the Anticipated Interchange and Program Pricing Level and is therefore downgraded to a more costly interchange or program pricing level. The Non-Qualified Surcharge (the amount of which is set out on the Fee Schedule) is in addition to the Non-Qualified Fee, which is also your responsibility.

**PCI:** Payment Card Industry.

**PCI DSS:** Payment Card Industry Data Security Standard, as amended from time to time.

**Person:** an individual, corporation, partnership, sole proprietorship, trust, association or any other legally recognized entity or organization, other than you or us.

**PIN:** a Personal Identification Number entered by the Cardholder to submit a PIN Debit transaction.

**PIN Debit:** a transaction using a Debit Card where a Cardholder-enters a PIN via a PIN Pad.

**Reserve:** funds that are otherwise payable to you which we hold to secure your obligations under this Agreement, pursuant to Section 17 of this Agreement. The Reserve may also refer to other collateral that you may provide to us to secure such obligations. References to "Reserve Account" shall refer to our records and accounting of such funds or other collateral.

**Security Event Expenses:** means: (a) any obligation that you have to us arising from a Data Security Event, including EMV Upgrade Costs; (b) the cost of a security assessment conducted by a qualified security assessor approved by a Card Organization or PCI to determine the cause and extent of a Data Security Event; and (c) any reasonable fees or expenses incurred by us, or by you with our prior written consent, for any Mitigation Service specifically approved by

us in writing but only if the Mitigation Service is provided within one (1) year after discovery of the relevant Data Security Event.

Servicers: Bank and Processor collectively. The words "we," "us" and "our" refer to Servicers, unless otherwise indicated.

Services: the activities undertaken by us to authorize, process and settle Card transactions undertaken by Cardholders at your location(s), and all other services provided by us under this Agreement.

Settlement Account: an account or account(s) at a financial institution designated by you as the account to be debited and credited by us for Card transactions, fees, Chargebacks and other amounts due under this Agreement or in connection with this Agreement.

Software: all software, computer programs, related documentation, technology, know-how and processes embodied in the Equipment i.e. firmware or otherwise provided to you under this Agreement. For the avoidance of doubt, the term Software shall not include any third party software available as part of a Third Party Service or which may be obtained by you separately from the Services (e.g. any applications downloaded by you through an application marketplace).

Third Party Services: services, products, promotions or applications provided by someone other than us.

Transaction Data: data collected as part of performing Services for you.

Transaction Rate: the then-current Foreign Currency exchange rate used by the Card Organizations or their designee to convert the net funding amount into the Local Currency.

Wireless Networks: certain cellular telephone and data networks to which we have access through Wireless Vendors

Wireless Services: wireless data communication services that use radio base stations and switching offered by Wireless Networks in order to allow you to capture and transmit to us certain wireless Card Authorization transactions or to transmit other communications to our system.

Wireless Software: wireless software (including any documentation relating to or describing the wireless software) downloaded by you or your designee from our systems onto the Wireless Equipment.

Wireless Vendors: one or more third party vendors selected by us in our sole discretion through whom we have acquired the right to resell Wireless Services.

You, Your: the merchant signing this Agreement.

Your Payments Acceptance Guide: the information prepared by us, containing operational procedures, instructions and other rules and requirements relating to Card transactions.



City of De Pere, Wisconsin

**Request For Common Council Action**

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**MEETING DATE:** April 19, 2022

**DEPARTMENT:** Human Resources

**FROM:** Shannon Metzler

**SUBJECT:** Resolution #22-34 Amending Sections 7.2 and 7.6 of the City of De Pere Employee Policy Manual Regarding Vacation and Holidays.

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**ATTACHMENTS:**

- Reso22-34 (PDF)
- Expand policy to neg. up to 4 weeks vacation for new hires and promotions II (PDF)
- MLK Holiday Memo (PDF)

## RESOLUTION #22-34

AMENDING SECTIONS 7.2 AND 7.6 OF THE CITY OF DE PERE  
EMPLOYEE POLICY MANUAL REGARDING VACATION AND HOLIDAYS

WHEREAS, the Finance/Personnel Committee (the Committee) has reviewed the proposed changes to the Employee Policy Manual as recommended by the Human Resources Director, in support of City's diversity efforts, as well as to remain competitive for recruiting purposes for both new hires and promotions; and

WHEREAS, the Committee recommends approval of such changes as more fully set forth below.

## NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves and adopts the following amendments to the City of De Pere Employee Policy Manual:

1. Paragraph 5 of Section **7.2 Vacation** shall be repealed and replaced with "The Human Resources Director or designee, has the ability to negotiate up to 4 weeks of vacation for new hires or promotions, when necessary."
2. Section **7.6 Holidays** shall be amended by adding "Martin Luther King Holiday" following "January 1," in the first paragraph of said section.

## BE IT FURTHER RESOLVED THAT:

All City officers, officials and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of April, 2022.

APPROVED:

\_\_\_\_\_  
James G. Boyd, Mayor

ATTEST:

\_\_\_\_\_  
Carey E. Danen, City Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Board/Committee Approval: 4/12/2022



# CITY OF DE PERE MEMO



To: Members of the Finance/Personnel Committee

From: Shannon Metzler, Human Resources Director

Date: April 12, 2022

RE: Recommendation and Possible Action to Amend City Policy Vacation Language to allow HR Director Ability to Negotiate an Additional Week of Vacation for New Hires as well as Promotions

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Note: At the April 12, 2022 Finance/Personnel Committee meeting the below recommendation was approved unanimously.

City policy currently allows for the Human Resources Director or designee to negotiate up to three weeks of paid vacation time when an employee starts employment. Most employees start employment with two weeks of vacation, but some employees negotiate to start at three weeks. Time off is more important to new hires than ever before, and we are seeing a large increase in the number of applicants that are asking for increased starting vacation amounts.

We have a current supervisory employee that is being offered a promotion at the city that has 25 years of experience in the field. This employee currently has three weeks of vacation but is requesting four weeks of vacation prior to accepting the promotion.

I am recommending expanding city policy to allow the Human Resources Director or designee the ability to negotiate an additional week (up to 4 weeks) of vacation for new hires or promotions when necessary. Many organizations are starting new hires at three weeks of vacation minimum. We are also considering changing our minimum starting vacation amounts. Therefore, it wouldn't be unheard of to provide an employee with 25 years of service in the field four weeks of vacation.

If you have questions in advance of the meeting, please contact me at 339-4045. Thank you.

# CITY OF DE PERE MEMO



To: Members of the Finance/Personnel Committee

From: Shannon Metzler, Human Resources Director

Date: April 12, 2022

RE: Recommendation and Possible Action to Add Martin Luther King Holiday for Non-Represented Employees

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Note: At the April 12, 2022 Finance/Personnel Committee the below recommendation was approved unanimously.

To support the City's diversity efforts, we would like to add Martin Luther King Holiday as a recognized holiday for non-represented, benefit eligible employees. This holiday is currently in the Fire contract. If approved, section 7.6, Holidays, of the City of De Pere Employee Policy Manual will be revised to include the additional holiday.

If you have questions in advance of the meeting, please contact me at 339-4045. Thank you.



## City of De Pere, Wisconsin

### Request For Common Council Action

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**MEETING DATE:** April 19, 2022

**DEPARTMENT:** Finance Department

**FROM:** Joe Zegers

**SUBJECT:** Resolution #22-35 Establishing Non-Lapsing Funds as of December 31, 2021.

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At its meeting on April 12, 2022, the Finance/Personnel Committee voted unanimously to approve this item and move it forward to the Common Council for final approval.

#### ATTACHMENTS:

- Reso22-35 (PDF)
- NLFMEMO2021 (PDF)
- NLF2021DETAIL-FINANCE (PDF)

## RESOLUTION #22-35

ESTABLISHING NON-LAPSING FUNDS  
AS OF DECEMBER 31, 2021

BE IT HEREBY RESOLVED, that the Mayor and Common Council of the City of De Pere do hereby authorize that the following accounts be established as non-lapsing funds as of December 31, 2021.

| <u>Account</u>                                                    | <u>Amount</u>    |
|-------------------------------------------------------------------|------------------|
| Administrator-Strategic Visioning & Branding                      | \$ 58,674        |
| Administrator-Sustainability Funds LED Lighting                   | \$ 7,986         |
| Administrator-Training                                            | \$ 1,200         |
| Elections-Electronic Poll Books (21)                              | \$ 40,620        |
| Information Mgmt-Microsoft Office 365 Email Migration             | \$ 24,230        |
| Information Mgmt-2021 Software Support Renewals                   | \$ 4,800         |
| Development Services-Branding Initiatives                         | \$ 7,878         |
| GIS-Drone Technology & FAA Testing                                | \$ 1,188         |
| Police-Community Policing                                         | \$ 1,655         |
| Police Training                                                   | \$ 22,671        |
| Police K9 Funds                                                   | \$ 36,758        |
| Police Miscellaneous Donations                                    | \$ 21,581        |
| Fire/Rescue-Act 102                                               | \$ 12,144        |
| Community Center-Improvements/Upgrades                            | \$ 17,662        |
| Parks & Recreation-Viewing Peer Inspection                        | \$ 10,000        |
| Parks & Public Lands-Voyageur Bathroom Facility                   | \$170,000        |
| Parks & Public Lands-Water Cooler Replacement                     | \$ 2,660         |
| Parks & Public Lands-Prairie Grass East of Triangle For Riverwalk | \$ 10,938        |
| Parks & Public Lands-Video Security System                        | \$ 10,000        |
| Forestry-Stump Grinding                                           | \$ 3,000         |
| Boat Ramps-Fox Point Boat Launch Restroom Furnace                 | \$ 9,957         |
| Swimming Pools-Legion Pool Repairs                                | \$ 12,392        |
| <b>TOTAL</b>                                                      | <b>\$487,994</b> |

Resolution #22-35

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of April, 2022.

APPROVED:

\_\_\_\_\_  
James G. Boyd, Mayor

ATTEST:

\_\_\_\_\_  
Carey E. Danen, City Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Board/Committee Approval: 4/12/2022

To: Honorable Mayor and Members of the Finance Committee  
Lawrence Delo, City Administrator  
Finance/Personnel Committee Members  
From: Joe Zegers, Finance Director  
RE: 2021 Budget Items Carried Forward to 2022  
Date: April 7th, 2022

I have attached the proposed resolution where we annually reserve a portion of our general fund balance for amounts that generally were budgeted in 2021 but will not be spent until 2022. These are listed by department with a brief description for each item. For your information and comparative purposes, last year's carryover amount was \$445,976. This year's amount is \$487,994 which is larger than last year due mainly to projects that have not been finished in 2021 but are intended to be completed in 2022. Our projected unassigned general fund balance is expected to increase from 2020 even with the increased carryover amount. We will have better feel for that increase next week when the auditors begin their final field work for the 2021 audit and an exact amount when the 2021 audit report is completed in June. Our unassigned general fund balance will be likely be over our policy limit of 35% which we can also review in the June 2022 Finance meeting.

Feel free to contact me prior to the Finance Meeting on April 12th, 2022 should you have any questions. I recommend that the non-lapsing items be approved for carryover to 2022.

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City of De Pere  
Non-Lapsing Funds Detail  
December 31, 2021

| <u>DEPARTMENT</u>           | <u>ITEM</u>                                               | <u>AMOUNT</u>           | <u>COMMENTS</u>                                                                             |
|-----------------------------|-----------------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------------|
| <b>General Government</b>   |                                                           |                         |                                                                                             |
| Administrator               | Strategic Visioning & Branding                            | \$58,674                | Unspent Branding Funds from 2019-2021                                                       |
| Administrator               | Sustainability Funds - LED Lighting                       | \$7,986                 | Unspent Sustainability Funds from 2017 & Prior Years                                        |
| Administrator               | Training                                                  | \$1,200                 | 2021 budgeted amount carried forward to be spent in 2022                                    |
| Elections                   | Electronic Poll Books (21)                                | \$40,620                | Unspent 2020 Budget Amendment Spent in 2022                                                 |
| Information Management      | Microsoft Office 365 Email Migration                      | \$24,230                | 2020 budgeted amount carried forward to be spent in 2022                                    |
| Information Management      | 2021 Software Support Renewals                            | \$4,800                 | 2020 budgeted amount carried forward to be spent in 2022.                                   |
| Development Services        | Consulting                                                | \$7,878                 | Unused Amount from 2018 Branding Initiative carried forward to 2022.                        |
| GIS                         | Drone Technology and FAA Testing                          | \$1,188                 | General Fund share of 2021 budgeted amount carried forward to be spent in 2022.             |
| <b>Public Safety</b>        |                                                           |                         |                                                                                             |
| Police Department           | Police-Community Policing                                 | \$1,655                 | This amount represents unspent donations for Crime Prevention program.                      |
| Police Department           | Police-Training                                           | \$22,671                | This amounts represents unspent state grants specific for training.                         |
| Police Department           | Police - K9 Funds                                         | \$36,758                | This amount represents unspent donations for K9 Care & Supplies                             |
| Police Department           | Police - Miscellaneous Donations                          | \$21,581                | This amount represents unspent donations to the Police Department                           |
| Fire Department             | Fire/Rescue-Act 102                                       | \$12,144                | This amounts represents unspent state Act 102 grants specific for fire department purposes. |
| <b>Parks and Recreation</b> |                                                           |                         |                                                                                             |
| Community Center            | Community Center Outlay-Improvements/<br>Upgrades         | \$17,662                | Amount remaining from \$8,612 in 2017 & \$9,050 in 2021 expected to be completed in 2022.   |
| Parks and Recreation        | Viewing Peer Inspection                                   | \$10,000                | 2021 budgeted amount carried forward to 2022.                                               |
| Parks & Public Lands        | Outlay - Voyageur Bathroom                                | \$170,000               | 2016-2020 budgeted amounts carried forward to 2022.                                         |
| Parks & Public Lands        | Water Cooler Replacement                                  | \$2,660                 | Unspent 2020 budgeted amount carried forward to 2022.                                       |
| Parks & Public Lands        | Outlay - Replace Prairie Grass East of Triangle Riverwalk | \$10,938                | Unspent 2018 budgeted amount carried forward to 2022.                                       |
| Parks & Public Lands        | Video Security System                                     | \$10,000                | Unspent Amount from 2020 carried forward to 2022.                                           |
| Forestry                    | Stump Grinding                                            | \$3,000                 | 2021 budgeted amount carried forward to 2022.                                               |
| Boat Ramps                  | Fox Point Boat Launch Restroom Furnace                    | \$9,957                 | Unassigned Reserves Designated in 2021 Spent in 2022.                                       |
| Swimming Pools              | Legion Pool Repairs                                       | \$12,392                | Unassigned Reserves Designated in 2021 Spent in 2022.                                       |
| <b>TOTAL</b>                |                                                           | <u><u>\$487,994</u></u> |                                                                                             |



City of De Pere, Wisconsin

**Request For Common Council Action**

**MEETING DATE:** April 19, 2022

**DEPARTMENT:** Board of Public Works

**FROM:** Scott Thoresen

**SUBJECT:** Resolution #22-36 Authorizing Agreement for Consulting Services Between the City of De Pere and Tweet-Garot Mechanical, Inc. (City Hall Boiler Replacement Design and Construction Management).

The Board of Public Works at the April 11, 2022 meeting accepted the proposal from Tweet Garot Mechanical for City Hall Boiler Design and Management in the amount of \$8,600 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

**ATTACHMENTS:**

- Reso22-36 (PDF)
- Tweet-Garot(City Hall Boiler Replacement)4-12-22-106-001-19 (PDF)
- Exhibit A-Tweet Garot-City Hall Boiler Replacement (PDF)
- Exhibit B-Tweet-Garot Mechanical, Inc. (PDF)
- BOPW\_City Hall Boiler Replacement Design.memo (DOC)

## RESOLUTION #22-36

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF DE PERE AND TWEET-GAROT MECHANICAL, INC.  
(City Hall Boiler Replacement Design and Construction Management)

WHEREAS, the City is in need of contracting with a firm to provide design and construction management services for the replacement and upgrade of two boilers and two circulation pumps for the heating system located at City Hall; and

WHEREAS, Tweet-Garot Mechanical, Inc. has available and offers to provide qualified personnel, equipment and professional assistance necessary to accomplish such services within the required timeframe; and

WHEREAS, this matter has been reviewed by the Board of Public Works which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Tweet-Garot Mechanical, Inc., as is attached hereto and incorporated herein as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of April,

2022.

APPROVED:

\_\_\_\_\_  
James G. Boyd, Mayor

ATTEST:

\_\_\_\_\_  
Carey E. Danen, City Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Board/Committee Approval: 04/11/2022

**AGREEMENT FOR CONSULTING SERVICES BETWEEN  
THE CITY OF DE PERE AND TWEET-GAROT MECHANICAL, INC.  
(City Hall Boiler Replacement Design and Construction Management)**

THIS AGREEMENT made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of De Pere, Wisconsin ("City") and Tweet-Garot Mechanical, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, City is in need of design services for the replacement and upgrade of two boilers and two circulation pumps for the heating system located at City Hall, as well as construction management services for installation of the equipment prior to August 25, 2023; and

WHEREAS, Consultant has available and offers to provide qualified personnel, equipment and professional assistance necessary to accomplish such services within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

**I. DESCRIPTION OF PROJECT**

The project is as described in City's Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated March 24, 2022, (Exhibit B), both of which are attached hereto and incorporated herein by reference. If a conflict exists between Exhibits A and B, the terms of Exhibit A shall prevail. If there is a conflict between Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

**II. SCOPE OF CONSULTING SERVICES**

Consultant agrees to perform the services as described in Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

### III. SCOPE OF CITY SERVICES

City shall provide Consultant with necessary information, including but not limited to the current building plans, in order to spec the proper replacement boilers and controls. The City will bid the project, insert technical specifications into the bid documents and provide other necessary components to the bid documents. The City will pay for all permitting fees associated with the project.

### IV. AUTHORIZATION, PROGRESS AND COMPLETION

In signing this Agreement, the City gives the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

### V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall include copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings, specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

## VI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

## VII. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

## VIII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City in writing as soon as the delay in response time is known.

## IX. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of each Project Phase (Design Phase and Construction Phase). Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

## X. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.



## XI. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

## XII. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

### XIII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

### XIV. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

### XV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

### XVI. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

### XVII. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

#### XVIII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XIX.

#### XIX. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

#### XX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the

other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

## XXI. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to:

If to City:

City of DePere  
Attention: City Clerk-Treasurer  
335 South Broadway Street  
De Pere, WI 54115

With a copy to:

City of De Pere  
Attention: Public Works Director  
925 South Sixth Street  
De Pere, WI 54115

If to Consultant:

Tweet-Garot Mechanical, Inc.  
Attention: Greg Wierzba  
325 Reid Street  
De Pere, WI 54115-2130

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**TWEET-GAROT MECHANICAL, INC.**

By:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF DE PERE**

By:

\_\_\_\_\_  
James G. Boyd, Mayor

\_\_\_\_\_  
Carey E. Danen, City Clerk

J:\Law\Agreements\2022\Consultant\Tweet Garot Mechanical (City Hall Boiler Replacement)4-12-106-001-19.docx

## Request for Proposals For City Hall Boiler Replacement Design and Construction Management

The City of De Pere would like to invite your firm to submit a proposal for the design and construction management in replacing the two (2) boilers located at City Hall.

Your proposal must be submitted to our office at the Municipal Service Center, 925 South Sixth Street, De Pere, WI 54115 by Friday, March 25, 2022, at 10:00 A.M. Proposals can be submitted either by paper copy or via email to Thomas Blohowiak at [tblohowiak@deperewi.gov](mailto:tblohowiak@deperewi.gov).

### **BACKGROUND INFORMATION:**

The City Hall building has two (2) boilers for heating the building. The boilers are aging and in need of replacement. There are three (3) circulation pumps with only one of them using VFD to control. The City of De Pere would like to upgrade the two (2) boiler units and two (2) circulation pumps with a more efficient heating source.

### **SCOPE OF SERVICES:**

The scope of services for this project is to include the following:

- Complete a design of the replacement of the two (2) boilers located at the 335 S. Broadway.
  - Design shall be compliant with all local and state regulations.
  - Design to accommodate the installation and upgrade of the boiler system not limited to, but also include items listed below.
    - New high efficiency sealed combustion boilers (Cascade control between boilers).
    - Condensate neutralizers for boiler condensate.
    - New circulation pumps with VFD
    - New boiler pumps.
    - New boiler venting.
    - New fresh air ducted directly to boilers.
    - New wye strainers for boilers.
    - New bladder style expansion tank (not diaphragm style tank).
    - New air separator.
    - Chemical pot feeder with pump, include 12 filters for replacement.
    - Hot water system treatment.
      - Flush system.
      - Clean system with a cleaner.
      - Flush system to water chemistry that is coming into the building.
      - Treat system to boiler manufactures requirements.

- Start up reports.
  - Factory start up report.
  - Hot water system balance report.
- Warranty letter.
- Provide detailed plans and details for the replacement of the boiler system.
- Provide technical specifications to be included in bid packet.
- Provide bid items and cost estimate.
- Provide construction management services for the installation of the boiler system.
  - Should include initial site visit with contractor, part time site visits during critical times of construction, final inspection, and review of payment requests from contractor.
- Coordinate and manage the installation of City Hall boilers prior to August 25, 2023.

### **MEETINGS:**

The consultant should include:

- Design Phase
  - Kickoff meeting with City staff, including review of the project site.
  - Final design meeting.
- Construction Management
  - Initial site visit and project kick off meeting with contractor.
  - Periodic site visits during installation.
  - Final meeting and inspection of the Boilers for City Hall.

The Proposed Fee Schedule is included with this document. If there are any specific work items which the Consultant believes are not identified in any unit price item, but is required to provide a functionally completed project, then the identified specific work items shall be included in the appropriate unit price item.

The City will bid the project. Additionally, the City will insert the technical specifications into the bid document. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions.

### **SCHEDULING:**

The proposals will be taken to the Board of Public Works on April 11, 2022, and Common Council on April 19, 2022. We anticipate the design to be completed by August 1, 2022, with bidding of the project to be completed in December 2022 at the earliest, and installation to be completed by August 25, 2023.

### **INSURANCE:**

Your company shall effect and maintain insurance to protect from claims under workmen's compensation acts; claims for damages because of bodily injury including personal injury,



sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub consultants in prosecuting the work.

### **PAYMENT:**

The City's Consultant Agreement provides for compensation under the contract to be made in a lump sum upon completion of the contract. This project will be paid in two (2) lump sum payments by Project Phase (Design Phase and Construction Phase). Any proposal that seeks an alternative compensation provision shall be included in a specific description of the preferred compensation method for City consideration.

### **FEE:**

A fee schedule has been included for use on your proposal.

### **DELIVERY:**

The deliverables for this project include the following:

1. Provide project plans for boiler replacement in AutoCAD and .pdf for insertion into the bid documents. The City will bid the project on-line with 11"x17" .pdf plan set.
2. Provide technical specifications in a word document for bidding of the boilers for City Hall.
3. Provide bid items, quantities, summary of work, and an engineer's estimate. The estimate is to be provided in an excel document. Provide the remaining items in a word document.
4. Provide all required permits and regulatory approvals for construction of the Boilers and Control system for City Hall.
5. Provide a timeline of events to include (but not limited to) kick off meeting, design phase, final design, completion of items for bid document, permit applications as needed, state approval (if needed), bid award, and construction/installation.

The City will prepare the bid documents and bid the Boilers system project. The plans will be inserted into a City plan set. The city will provide the cover sheet. Additionally, the City will insert the technical specifications into the bid document. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions. The consultant shall be involved once the contractor has been selected to oversee construction management of the project.

**ADDITIONAL INFORMATION:**

The City will provide a copy of the current building plans to help spec the proper replacement boilers and controls.

The City will pay for permitting fees associated with the project.

A sample Consultant Agreement is attached. Terms and Conditions of a proposer's Standard Agreement for Service shall not be included into Consultant Agreement absent specific language thereof in the Consultant agreement itself.

For questions, please contact Thomas Blohowiak at 920-339-4072 (EXT 2250), or e-mail at [tblohowiak@deperewi.gov](mailto:tblohowiak@deperewi.gov).

## Proposed Fee Schedule

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

| City Hall Boiler Replacement – Design Phase (bid items) |  | Fee |
|---------------------------------------------------------|--|-----|
| Design City Hall Boilers Replacement                    |  | \$  |
| Project Meetings (Two)                                  |  | \$  |
| <b>Total Design Fee</b>                                 |  | \$  |
|                                                         |  |     |

| City Hall Boiler Replacement – Construction Phase (bid items) |      |            | Fee    |
|---------------------------------------------------------------|------|------------|--------|
| Description                                                   | Unit | Unit price | Amount |
| Attend Preconstruction Meeting                                | LS   | \$         | \$     |
| Review Shop Drawings                                          | LS   | \$         | \$     |
| Perform Construction Administration<br>(Estimate) 20 hours    | HR   | \$         | \$     |
| Perform Construction Observation<br>(Estimate) 40 hours       | HR   | \$         | \$     |

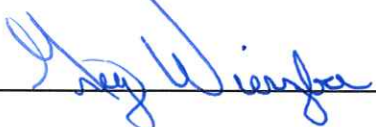
## Proposed Fee Schedule

Company Name: Tweet Garot Mechanical

Company Address: 325 Reid Street

Company Address: DePere WI 54115

Company Representative: Greg Wierzba

Signature: 

| City Hall Boiler Replacement – Design Phase (bid items) |  | Fee               |
|---------------------------------------------------------|--|-------------------|
| Design City Hall Boilers Replacement                    |  | \$ <u>8350.00</u> |
| Project Meetings (Two)                                  |  | \$ <u>250.00</u>  |
| <b>Total Design Fee</b>                                 |  | \$ <u>8600.00</u> |
|                                                         |  |                   |

| City Hall Boiler Replacement – Construction Phase (bid items) |      |               | Fee              |
|---------------------------------------------------------------|------|---------------|------------------|
| Description                                                   | Unit | Unit price    | Amount           |
| Attend Preconstruction Meeting                                | LS   | \$ <u>N/A</u> | \$ <u>450.00</u> |
| Review Shop Drawings                                          | LS   | \$ <u>N/A</u> | \$ <u>200.00</u> |
| Perform Construction Administration<br>(Estimate) 20 hours    | HR   | \$ <u>N/A</u> | \$ <u>200.00</u> |
| Perform Construction Observation<br>(Estimate) 40 hours       | HR   | \$ <u>N/A</u> | \$ <u>500.00</u> |

Exhibit B

1 of 3

~~Page 5 of 5~~

March 24, 2022

Mr. Thomas Blohowiak  
City of DePere  
Department of Public Works  
925 South Sixth Street  
DePere WI 54115-1199

**RE: City of De Pere City Hall Boiler Replacement Engineering**

Dear Tom:

Thank you for the opportunity to provide you with the following proposal cost.

Our Lump Sum Cost to complete this project is **\$9,950.00 (Nine Thousand Nine Hundred Fifty Dollars).**

Our Proposal Includes :

- The completed documentation of the Request for Proposal for the Replacement Design and Construction Management for the City Hall Boiler Replacement project including the following deliverables.
  1. Provide project plans for boiler replacement in AutoCAD and .pdf for insertion into the bid documents. The City will bid the project on-line with 11"x17" .pdf plan set.
  2. Provide technical specifications in a word document for bidding of City Hall.
  3. Provide bid items, quantities, summary of work, and an engineer's estimate. The estimate is to be provided in an Excel document. Provide the remaining items in a Word document.
  4. Provide all required permits and regulatory approvals for construction of the City Hall boiler replacement.
  5. Provide a timeline of events to include (but not limited to) kick off meeting, design phase, final design, completion of items for bid document, permit applications as needed, state approval (if needed), bid award, and construction/installation.

This proposal reflects material pricing as of this date and is valid for 30 days.

**Corporate Headquarters:**

325 Reid Street  
De Pere, WI 54115-2130  
(920) 498-0400  
Fax: (920) 498-8136

**Central Wisconsin Office:**

2810 Jefferson Street  
Wisconsin Rapids, WI 54495  
(715) 421-0400  
Fax: (715) 421-5442

[www.tweetgarot.com](http://www.tweetgarot.com)

Exhibit B

2 of 3

This proposal price does not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this Proposal. Tweet/Garot shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to reprocure, costs to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.

Our standard payment terms are net 30 days. Interest will be charged on past due accounts at 1.5% per month.

Acceptance of any proposal will be based upon receipt of a signed copy of this proposal or a written purchase order. All purchases are subject to Tweet/Garot Contract Terms and Conditions (see attached). Work will not commence prior to receipt of written authorization as stated above.

Projects may be progress billed. Any applicable tax is not included in this proposal. If this project is tax-exempt, an exemption certificate must be submitted with your purchase order.

Thank you for the opportunity to submit this proposal. Please call (920) 498-7632 or e-mail [greg.wierzba@tweetgarot.com](mailto:greg.wierzba@tweetgarot.com) with any questions.

Sincerely,

TWEET/GAROT MECHANICAL, INC. — De Pere



Greg Wierzba  
Director of Green Bay Accounts

ACCEPTANCE OF PROPOSAL:

By: \_\_\_\_\_ Date: \_\_\_\_\_ P.O.  
No. \_\_\_\_\_

#### Corporate Headquarters:

325 Reid Street  
De Pere, WI 54115-2130  
(920) 498-0400  
Fax: (920) 498-8136

#### Central Wisconsin Office:

2810 Jefferson Street  
Wisconsin Rapids, WI 54495  
(715) 421-0400  
Fax: (715) 421-5442

[www.tweetgarot.com](http://www.tweetgarot.com)

Exhibit B  
3 of 3



# City of De Pere

## Public Works Department

## Memo

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**To:** Honorable Mayor Boyd  
Members of the Board of Public Works  
**From:** Thomas Blohowiak, Maintenance Supervisor  
**Date:** April 11, 2022  
**Subject:** Boiler system design and management

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### **Background**

The City Hall building has two (2) boilers for heating the building. The boilers are aging and in need of replacement. There are three (3) circulation pumps with only one of them using Variable Frequency Drive (VFD) to control the pump. The City of De Pere would like to upgrade the two (2) boiler units and two (2) circulation pumps with a more efficient heating source.

We sent the RFP out to four vendors, and I did receive calls back that the other vendors would not bid at this time.

Attached

1. RFP for City Hall Boiler Replacement Design and Construction Management
2. Proposed Fee schedule and quote.

### **Recommendation**

Staff is recommending awarding the Contract to TweetGarot who is the only quote received and has done this work for us before with our fire department. This project was part of the 2022 Budget in the amount of \$10,000.



## City of De Pere, Wisconsin

### Request For Common Council Action

**MEETING DATE:** April 19, 2022

**DEPARTMENT:** Board of Public Works

**FROM:** Scott Thoresen

**SUBJECT:** Resolution #22-37 Approving Agreement for Consulting Services Between City of De Pere and Dixon Engineering, Inc. (Sprint Decommissioning - Merrill Street Water Tower).

**The Board of Public Works at the April 11, 2022 meeting moved to approve engineering services agreement with Dixon Engineering Inc. for Decommissioning of Sprint Facilities on Merrill Water Tower and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.**

The city received a request from Sprint regarding decommission of their wireless antennae facilities on the City's Merrill water tower. As part of this request, the city will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water tower with the work being proposed by Sprint and 100% of Sprint's facilities is removed from the water tower site. Staff has received payment from Sprint for funding the engineering services (See attached engineering agreement) to be performed by Dixon Engineering.

Staff recommends approving the engineering services agreement with Dixon Engineering for the Sprint decommission on the Merrill water tower.

#### ATTACHMENTS:

- Reso22-37 (PDF)
- Dixon Engineering Fees for Sprint Decommission on Merrill Tower 4-5-2022 (PDF)

## RESOLUTION #22-37

APPROVING AGREEMENT FOR CONSULTING SERVICES BETWEEN  
THE CITY OF DE PERE AND DIXON ENGINEERING, INC.  
(Sprint Decommissioning – Merrill Street Water Tower)

WHEREAS, the City is in need of engineering technical services regarding the decommissioning of Sprint wireless antenna facilities on the Merrill Street Water Tower; and

WHEREAS, Dixon Engineering, Inc. has available and offers to provide personnel and equipment necessary to accomplish the engineering technical services within the required timeframe.

WHEREAS, the Board of Public Works has reviewed such proposal and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Proposal/Contract Agreement for Antennas (consulting services between the City of De Pere and Dixon Engineering, Inc.) as is attached hereto, provided that Sprint has paid to the City Finance Director-Treasurer the sum due and owing under such Contract prior to execution thereof.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of April, 2022.

APPROVED:

\_\_\_\_\_  
James G. Boyd, Mayor

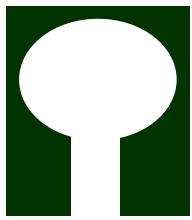
ATTEST:

\_\_\_\_\_  
Carey E. Danen, City Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Board/Committee Approval: 04/11/2022



# DIXON

**ENGINEERING & INSPECTION SERVICES  
FOR THE COATING INDUSTRY**

4811 S. 76th Street  
Suite 109  
Greenfield, WI 53220  
Telephone: (414) 529-1859  
Fax: (414) 282-7830

19.b

## **Proposal/Contract Agreement for Antennas**

*Sprint Decommissioning (ML15AL097)– City of De Pere, Wisconsin  
250,000 Gallon Merrill Double Ellipse 49-05-11-01*

The Proposal is between Dixon Engineering, Inc. (DIXON) and **City of De Pere, Wisconsin** (OWNER) to contract with DIXON for technical services for **Sprint** (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

### 1.01 Payment

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of **Five Thousand Seven Hundred Fifty dollars \$5,750**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

### 2.01 SCOPE OF SERVICES

Decommissioning Review, Attend a Pre-Decommissioning Meeting, and Decommissioning Inspections

### 3.01 SIGNATURES

Joseph T. Hoban, P.E.

PROPOSED by DIXON (Not a contract until approved by an officer)

February 22, 2022

PROPOSAL DATE

\_\_\_\_\_  
CONTRACT APPROVED by OWNER

\_\_\_\_\_  
POSITION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO SIGNATURE (if required)

\_\_\_\_\_  
POSITION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACT APPROVED by DIXON OFFICER

\_\_\_\_\_  
EFFECTIVE CONTRACT DATE

#### 4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.
- D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

#### 5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
    - b. By DIXON upon seven days written notice:
      - 1) If Owner fails to pay invoices by 60 days.
      - 2) Upon seven (7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
      - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
      - 4) DIXON shall have no liability to Owner on account of such termination.

2. For Convenience,
  - a. By OWNER effective upon the receipt of notice by DIXON.
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 6.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 7.01 Successors, Assigns, and Beneficiaries

- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

#### 8.01 General Considerations

- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.



- D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.
- F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

#### 8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

#### 8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

**SCHEDULE A**

*Sprint Decommissioning (ML15AL097)– City of De Pere, Wisconsin  
250,000 Gallon Merrill Double Ellipse 49-05-11-01*

- I. Review of Decommissioning Document(s):
  - a. Staff Engineer to review decommissioning document(s).
- II. Site Work for:
  - a. Attend and participate in a Pre-Decommissioning Meeting.
  - b. Perform Decommissioning Inspections as the project progresses and a final post inspection to compare with decommissioning criteria. These inspections include a letter report and photographs.

## SCHEDULE B

*Sprint Decommissioning (ML15AL097)– City of De Pere, Wisconsin  
250,000 Gallon Merrill Double Ellipse 49-05-11-01*

### I. PAYMENT

- a. When service is rendered Owner shall pay DIXON the following line item prices:
  - i. Schedule A, Item I, Review of Decommissioning Document(s), the lump sum of **\$1,400.**
- b. Owner shall pay DIXON the following line items times the number of units used:
  - i. Schedule A, Item II
    - 1. **(1)** Pre-Decommissioning Meeting **\$1,450** per meeting
    - 2. **(2)** Decommissioning Inspections **\$1,450** per inspection (\$2,500 total)

### II. INVOICES

- a. Invoices will be compiled monthly.
- b. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

**Attachment C**  
**Employee Billable Rates and Terms**  
**Antennas**

| <u>Labor Class</u>                          | <u>Per Hour</u>   | <u>Overtime Rate*</u> |
|---------------------------------------------|-------------------|-----------------------|
| Principal                                   | \$285.00          |                       |
| Project Manager                             | \$170.00          | \$255.00              |
| Engineer                                    | \$175.00          | \$265.00              |
| CWI Welding RPR                             | \$187.00          | \$280.00              |
| DIXON Level 3 or NACE certified Level 3 RPR | \$117.00-\$155.00 | \$176.00-\$232.00     |
| DIXON Level 2 or NACE Level 2 RPR           | \$103.00-\$130.00 | \$154.00-\$195.00     |
| DIXON Level 1 or NACE Level 1 RPR           | \$96.00-\$107.00  | \$144.00-\$160.00     |
| Contract Support Staff                      | \$123.00-\$150.00 | \$185.00-\$225.00     |

| <u>Expenses</u> | <u>Metropolitan</u> | <u>Out-State</u>  |
|-----------------|---------------------|-------------------|
| Mileage         | \$0.80/mile + tolls | \$0.70/mile       |
| Lodging         | \$140.00 per diem   | \$130.00 per diem |
| Meals           | \$52.00 per diem    | \$48.00 per diem  |

**FEES EFFECTIVE THROUGH: December 31, 2022 (Revised: 8/16/2021)**



City of De Pere, Wisconsin

**Request For Common Council Action**

**MEETING DATE:** April 19, 2022

**DEPARTMENT:** Board of Public Works

**FROM:** Scott Thoresen

**SUBJECT:** Resolution #22-38 Authorizing Agreement for Consulting Services Between the City of De Pere and William/Reid Ltd, a Division of Gasvoda & Associates, Inc. (Merrill Street Reservoir Mixer Installation).

The Board of Public Works at the April 11, 2022 meeting approved the proposal for Merrill Street Reservoir Mixer installation from William/Reid Ltd in the amount of \$15,770 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

**ATTACHMENTS:**

- Reso22-38 (PDF)
- William Reid-Gasvoda & Associates, Inc.(Merrill Street Reservoir)4-13-22 (PDF)
- Exhibit A-William Reid-Gasvoda & Associates, Inc.(Merrill Street Tower Mixer) (PDF)
- Exhibit B-William Reid (PDF)
- Consider Merrill Street Reservoir Mixers 4-4-2022 (PDF)
- 2022 Reservoir Mixers Contractor List (DOC)
- Merrill Street Reservoir Mixer Proposal Summary 3-31-2022 (PDF)

## RESOLUTION #22-38

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN  
THE CITY OF DE PERE AND WILLIAM/REID LTD, A DIVISION OF GASVODA & ASSOCIATES, INC.  
(Merrill Street Reservoir Mixer Installation)

WHEREAS, the City is in need of a submersible potable reservoir mixer for its Merrill Street underground reservoirs to include control box and supervisory control and data acquisition monitoring; and

WHEREAS, William/Reid Ltd, a Division of Gasvoda & Associates, Inc. has available and offers to provide qualified personnel and equipment necessary to accomplish such services within the required timeframe; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement for Consulting Services Between the City of De Pere and William/Reid Ltd, a Division of Gasvoda & Associates, Inc., as is attached hereto.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19<sup>th</sup> day of April, 2022.

APPROVED:

\_\_\_\_\_  
James G. Boyd, Mayor

ATTEST:

\_\_\_\_\_  
Carey E. Danen, City Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Board/Committee Approval: 04/11/2022



**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE  
CITY OF DE PERE AND WILLIAM/REID LTD, A DIVISION OF GASVODA & ASSOCIATES, INC.  
(2022 Merrill Street Reservoir Mixer Installation)**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and William/Reid Ltd., a Division of Gasvoda & Associates, Inc., a foreign corporation authorized to conduct business in the State of Wisconsin ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with a consulting firm to furnish and install a submersible potable reservoir mixer for City's Merrill Street underground reservoir to include control box and supervisory control and data acquisition (SCADA) monitoring.

WHEREAS, Consultant has available and offers to provide qualified personnel and professional assistance necessary to accomplish the work required within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in City's Request for Proposals dated March 3, 2022 (Exhibit A) and Consultant's Proposal thereto dated March 31, 2022 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described in Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

### III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with existing drawings and as-built information for the reservoir, as well as other applicable information or items concerning the project as are available or indicated in Exhibit A.

### IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

### V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall include copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

## VI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

## VII. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

## VIII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

## IX. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B to be paid in a lump sum following City inspection and confirmation that conditions have been met for the installation of the reservoir mixers as identified in Consultant's Proposal. Payment to the Consultant is due upon receipt of a detailed invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

## X. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

## XI. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

## XII. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$5,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

B. Consultant shall also maintain professional liability insurance covering damages to City resulting from errors and omissions of the Consultant. The limit of liability under said policy shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

C. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general liability policy for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

### XIII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

### XIV. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

### XV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

### XVI. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

### XVII. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

#### XVIII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Consultant through no fault of Consultant. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XIX.

#### XIX. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

#### XX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the

other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

## XXI. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

If to City:

City of De Pere  
Attn: City Clerk  
335 South Broadway Street  
De Pere, WI 54115

If to Consultant:

William/Reid Ltd  
Attn: Jason Metz  
W166 N11965 Fond du Lac Avenue  
Germantown, WI 53022

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

WILLIAM/REID LTD  
a Division of Gasvoda & Associates, Inc.

CITY OF DE PERE, WISCONSIN

By: \_\_\_\_\_  
Jason Metz, Sales Engineer

By: \_\_\_\_\_  
James G. Boyd, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Carey E. Danen, City Clerk

J:\Law\Agreements\2022\Consultant\William-Reid-Gasvoda & Associates, Inc. (Merrill Street Reservoir)4-13-22.docx



# CITY OF DE PERE

## Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | [www.de-pere.org](http://www.de-pere.org)



March 3, 2022

**RE: Request for Proposals  
2022 Merrill Street Reservoir Mixer**

The City of De Pere is requesting a proposal from your firm to furnish and install a submersible potable reservoir mixer for the City's Merrill Street underground reservoir for the proper operation of the mixer. Installation of the reservoir mixer shall also include control box and SCADA monitoring system for the mixer.

### **Merrill Street Ground Reservoir**

The Merrill Street reservoir located at 1501 Merrill Street is a 250,000 – gallon underground concrete storage reservoir that was constructed in 1966. Your firm will be required to review existing drawings and as-built information and any other pertinent information pertaining to the reservoir in order to complete the scope of work for this project.

### **Scope of Work:**

1. Review existing drawings and as-built of reservoirs and any other pertinent information pertaining to each reservoir in order to complete the scope of work for the project.
2. Provide submersible reservoir mixer for potable water.
  - a. Reservoir mixer will completely mix the reservoir to maintain a consistent water temperature and chlorine residual. In addition, the reservoir mixer will completely mix the reservoir, so ice does not form inside the reservoir during the winter months.
  - b. The reservoir mixer will be fully submersible, designed for potable water, and can be installed without reservoir entry.
  - c. The reservoir mixer will operate continuously, all day and all night, using 120 VAC as the power source. The reservoir mixer will not have a gearbox and will not require lubrication.
  - d. The reservoir mixer will have no visible defects, and have high quality welds, assembly, and corrosion resistant finish.

- e. The reservoir mixer will have a stainless steel cable or retrieval chain.
  - f. The reservoir mixer shall be the manufacturer's latest model and design.
  - g. Installation of the reservoir mixer shall include any accessories necessary for proper operation of each reservoir mixer.
  - h. Installation of the reservoir mixer shall include control box and SCADA monitoring system for the reservoir mixer.
  - i. Installation of the reservoir mixer shall include installation of all electrical necessary for operation of the reservoir mixer including any trenching to connection to the City's electrical panel. All electrical work shall meet all State and municipal codes.
  - j. The reservoir mixer will be certified to ANSI/NSF Standard 61 and will be compliant with all aspects of the Safe Drinking Water Act (SDWA).
  - k. The manufacturer of the reservoir mixer will have extensive experience in the production of such equipment, and the equipment will be manufactured in the United States.
  - l. The reservoir mixer will be warranted to be free of defects for a period of five (5) years. The five (5) year warranty shall include all parts and labor to address any defects.
3. Installation of the reservoir mixer shall meet all requirements of the Wisconsin Department of Natural Resources (WDNR), State Statutes, Municipal codes, or other code requirements which includes obtaining any necessary approvals or permits by contractor.
  4. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the installation of the reservoir mixer.

### **Hours of Work:**

No work shall be performed prior to 7:00 a.m. and shall be completed by 5:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires Saturday work. Work on weekends or holidays must be approved by the City.

**Payment:**

Payment shall be made when the following conditions have been met:

- 1) The City has inspected and has determined that all the specifications and conditions have been met to the City's satisfaction for the installation of the reservoir mixer.
- 2) A detailed invoice is submitted to City for the specific showing which items have been completed.

**Schedule:**

The installation of the reservoir mixers shall be completed by December 2, 2022.

**Indemnification:**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

**Insurance Requirements:**

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000 per person/per accident.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

### **Property Protection:**

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling and topsoil, seed, and mulch landscape restoration.

### **Additional Information:**

- Sample consultant agreement is attached

### **All proposals should include the following information:**

- 1) Previous Experience: Past Work on projects of similar or greater magnitude.
- 2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.
- 3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above.
- 4) Schedule: Firm shall submit the number of days to complete the installation of the reservoir mixer and the anticipated start date on proposal sheet provided with this proposal to complete all work mentioned above.

You may submit your proposal via e-mail to [sthoresen@deperewi.gov](mailto:sthoresen@deperewi.gov) or deliver, either in – person, or by courier or mail to:

Scott J. Thoresen P.E.,  
Director of Public Works  
City of De Pere  
925 South Sixth Street  
De Pere, WI 54115

All proposals shall be marked “**2022 Merrill Street Reservoir Mixer**” and received no later than 2:00 PM (CST) on Thursday, March 31, 2022.

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the respective City Council deems most favorable to the best interest of the City.

If you have any questions regarding this proposal, please contact Eric Zygarlicke at (920) 339-4063.

Sincerely,

**DEPARTMENT OF PUBLIC WORKS**

Scott Thoresen, P.E.  
Director of Public Works

## City of De Pere Water Utility

### **2022 Merrill Street Reservoir Mixer Proposal**

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment, warranty, and incidentals necessary for the installation of the reservoir mixer to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirement as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the price for the reservoir mixer installation to meet said requirements are as follows:

Lump Sum Price for Merrill Street Reservoir Mixer:                      \$ \_\_\_\_\_

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: \_\_\_\_\_ and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Bidder

\_\_\_\_\_  
Title

Estimated Start Date: \_\_\_\_\_

Estimated Work Days to Complete: \_\_\_\_\_



# “2022 Merrill Street Reservoir Mixer”

**ATTENTION: DEPARTMENT OF PUBLIC WORKS**  
**Scott Thoresen, P.E.**  
**Director of Public Works**

**Submittal prepared by:**

**Jason Metz**

**William Reid LTd**

[jason@williamreidltd.com](mailto:jason@williamreidltd.com)

**630-728-5146**

**DATE: 3-30-2022**

**KASCO and William Reid are Proud to offer the following:**

**QTY 1**

KASCO NSF CertiSafe Mixer #24C61050RM-CS15. Includes Advanced Control Panel, and 5-year warranty. Installation Services to insure complete mixing includes all mechanical and electrical. SCADA programing by others.

## City of De Pere Water Utility

### **2022 Merrill Street Reservoir Mixer Proposal**

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment, warranty, and incidentals necessary for the installation of the reservoir mixer to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirement as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the price for the reservoir mixer installation to meet said requirements are as follows:

|                                                    |                    |
|----------------------------------------------------|--------------------|
| Lump Sum Price for Merrill Street Reservoir Mixer: | <u>\$15,770.00</u> |
|----------------------------------------------------|--------------------|

|                                |  |
|--------------------------------|--|
| William Reid                   |  |
| Name of Firm                   |  |
| Po Box 397 Germantown WI 53022 |  |
| Address of Firm                |  |
| (262) 255-5420                 |  |
| Telephone Number               |  |

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: KASCO Marine and William Reid and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Jason Metz  
Signature of Bidder

3/31/2022  
Date

Jason Metz  
Print or Type Name of Bidder

Sales Engineer  
Title

Estimated Start Date: June/July 2022

Estimated Work Days to Complete: June/July 2022

# CertiSafe™ Mixers

## Increase Water Quality & Protect Your Tanks

The CertiSafe™ Tank Mixer for potable water is certified and tested to strict NSF/ANSI 61 & 372 standards and designed for use in municipal water storage tanks and reservoirs, 20,000 gallons and larger. This tank mixer is easy to install, and can be mounted using a floor, suspension, or pipe mount. CertiSafe Mixers are ETL Listed to UL and CSA standards.

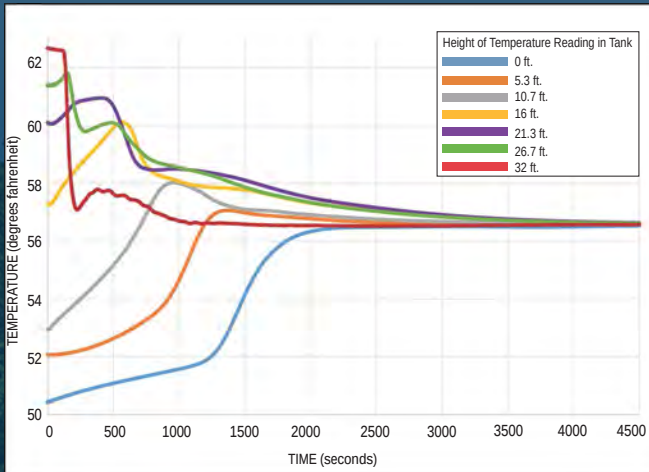
The tank mixer features a durable, stainless steel body combined with a domed stainless steel top, ensuring it will withstand continual use in your tank environments. It includes top safety features with a food grade mineral oil lubricant and a double mechanical seal.

- Improves water quality
- Eliminates ice formation
- Minimizes residual loss
- Reduces thermal and chemical stratification
- Reduces occurrences of taste and odor problems
- Reduces nitrification risk in chloraminated water
- Lowers the rate of disinfection by-product (DBP)
- Lowers the rate of sediment accumulation

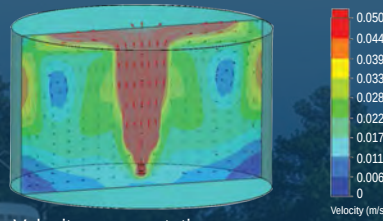


## MIXING CAPABILITIES

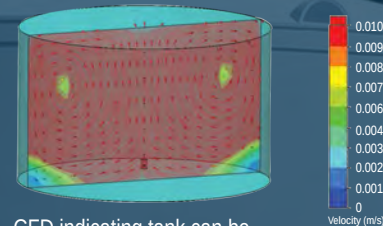
Computational fluid dynamics (CFD) and test results using a 3400C61 (3/4HP) CertiSafe™ mixer to mix a .5 million gallon tank.



Results from thermal testing shows all layers of the tank converged within 40 minutes.



Velocity representation

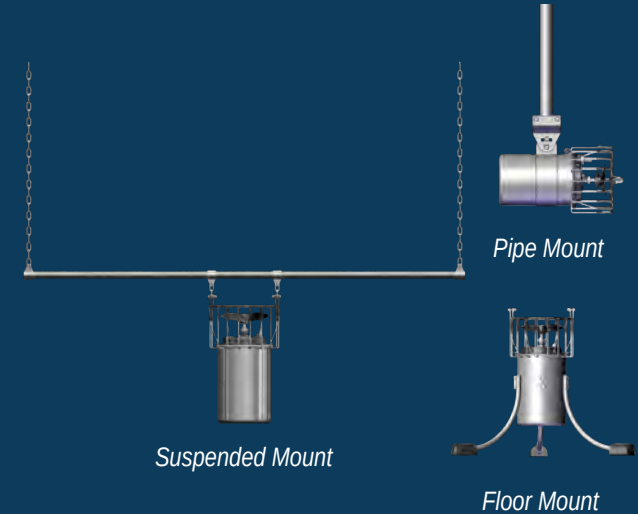


CFD indicating tank can be thoroughly mixed over time

## MOUNTING

20.d

Install Kasco CertiSafe™ mixers in elevated and ground storage tanks with the available suspended mount, pipe mount and floor mount mounting options.



## CONTROL & MONITORING

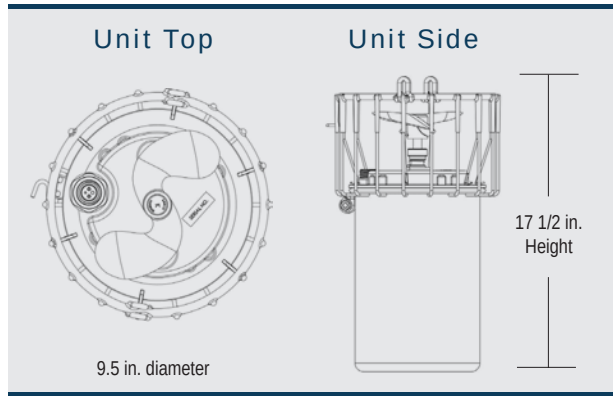
Easily control and monitor your mixer with the available control panels. Designed for easy installation and operation, all panels include an H-O-A operator switch, LED indicator lights, SCADA I/O for remote control and monitoring, and automatic shut off feature if tank level drops below operating level.



Exhibit B  
4 of 25

Packet Pg. 203

## UNIT DIMENSIONS



## UNIT SPECIFICATIONS

|                         |                                                                                                                                                                                                    |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sizes Available         | 1/2, 3/4, 1 and 2HP                                                                                                                                                                                |
| Electrical Requirements | <ul style="list-style-type: none"> <li>• 120V, single phase, 60Hz (1/2 - 1 HP)</li> <li>• 208-240V, single phase, 60Hz (3/4 - 2HP)</li> <li>• Solar powered option, contact for details</li> </ul> |
| 120V AMPS               | <ul style="list-style-type: none"> <li>• 1/2HP - 5.7</li> <li>• 3/4HP - 7</li> <li>• 1HP - 9.1</li> </ul>                                                                                          |
| 208-240V AMPS           | <ul style="list-style-type: none"> <li>• 3/4HP - 3.5</li> <li>• 1HP - 4.5</li> <li>• 2HP - 9</li> </ul>                                                                                            |
| Lubrication             | Food-grade mineral oil                                                                                                                                                                             |
| Cord Lengths            | Stub (32 in.), 50 ft., 100 ft., 200 ft.                                                                                                                                                            |
| Warranty                | 3 years (mixer, mount & control panel)<br>Optional extended warranty available                                                                                                                     |



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 sales@kascomarine.com • 715-262-4488  
 kascomarine.com

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20.d

**CERTISAFE™ MIXERS**

Active Tank Mixers



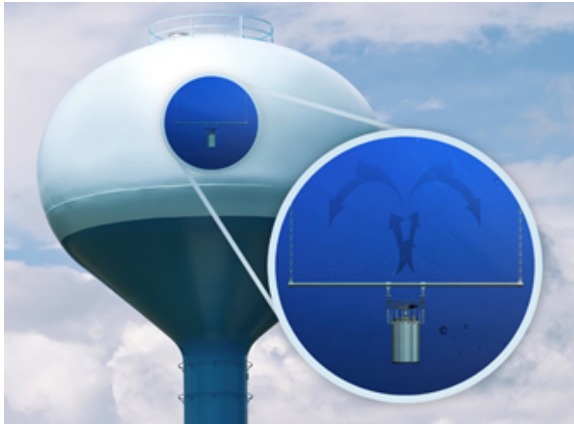
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Moving Water Forward, Since 1955

Packet Pg. 204

# CERTISAFE TANK MIXER SERIES C61

Models 2400, 3400, 4400, and 8400



## BENEFITS OF A POWERFUL ACTIVE MIXER

- Reduces thermal & chemical stratification
- Minimizes residual loss
- Reduces differences in water taste/odor
- Reduces nitrification risk in chloraminated water
- Lowers rate of disinfection by-product (DBP)
- Prevents ice damage and corrosion inside tanks
- Lowers the rate of sediment accumulation

## MOTOR UNIT

- Available in 120V and 240V, 60Hz, single phase, 1750 RPM
- Two long life bearings
- Thermal overload protection
- Two, fully unitized carbon ceramic mechanical seals
- 300 series stainless steel housing with domed stainless-steel motor top, and protective coated cage / prop guard

## CONTROL PANEL OPTIONS

- UL listed for US and Canada
- UL type 3R/4X weatherproof enclosure
- SCADA I/O for motor control and monitor
- For more detail, refer to the Standard Control Panel and Advanced Control Panel specification sheets

## FEATURES

- NSF/ANSI 61 & 372 certified
- ETL Listed to UL and CSA standards
- Shippable by FedEx
- Operates to a depth of 50ft
- 3 year warranty on all models, mounts, and control panels
- Optional 5 year warranty

## POWER CORD

- SJTOW or SJTOOW UL, CSA and NEC approved underwater rated cable
- 3 wire cable
- Available in 50 ft., 100 ft., or 200 ft. cable lengths
- IP68 submersible quick disconnect on 12AWG and larger cords
- Liquid-tight cord grip kits included

## MOUNTING OPTIONS

- Floor, pipe and suspended mount options developed for elevated, ground, and irregularly shaped potable water applications
- For more detail, reference the mount specification sheet



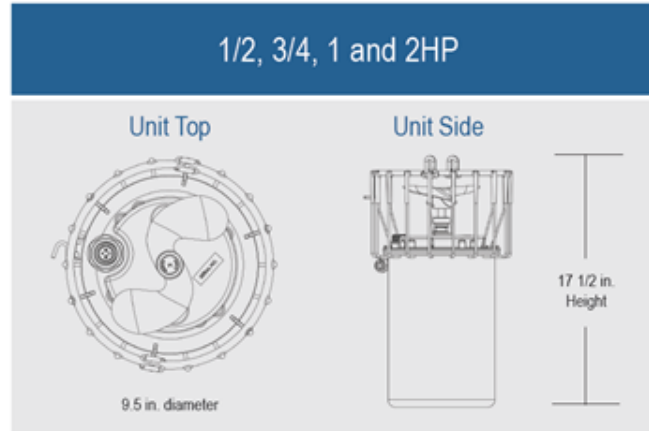
Exhibit B

6 of 25

TANK MIXER CUT SHEET V. 2022.1.0



# UNIT DIMENSIONS



# UNIT SPECIFICATIONS

| Tank Size    | Supply Voltage/Phase/Hz | HP  | Mixer Model           | Cable Length | Cable Gauge | Amps | Lock Rotor Amps | Thrust (lbs.) | Part No.    | Shipping Weight |
|--------------|-------------------------|-----|-----------------------|--------------|-------------|------|-----------------|---------------|-------------|-----------------|
| Up to .5 MG  | 120/1/60                | 1/2 | 2400 Municipal Series | 50           | 16          | 5.7  | 12              | 29            | 2400C61050  | 41              |
|              |                         |     |                       | 100          | 14          |      |                 |               | 2400C61100  | 47              |
|              |                         |     |                       | 200          | 12          |      |                 |               | 2400C61200  | 69              |
| Up to 2.5 MG | 120/1/60                | 3/4 | 3400 Municipal Series | 50           | 16          | 7    | 18              | 36            | 3400C61050  | 45              |
|              |                         |     |                       | 100          | 14          |      |                 |               | 3400C61100  | 51              |
|              |                         |     |                       | 200          | 12          |      |                 |               | 3400C61200  | 73              |
|              | 240/1/60                | 3/4 | 3400 Municipal Series | 50           | 14          | 3.5  | 9               | 36            | 3400HC61050 | 44              |
|              |                         |     |                       | 100          | 14          |      |                 |               | 3400HC61100 | 51              |
|              |                         |     |                       | 200          | 12          |      |                 |               | 3400HC61200 | 72              |
| Up to 5 MG   | 120/1/60                | 1   | 4400 Municipal Series | 50           | 14          | 9.1  | 40              | 41            | 4400C61050  | 45              |
|              |                         |     |                       | 100          | 12          |      |                 |               | 4400C61100  | 51              |
|              |                         |     |                       | 200          | 10          |      |                 |               | 4400C61200  | 73              |
|              | 208-240/1/60            | 1   | 4400 Municipal Series | 50           | 14          | 4.5  | 20              | 41            | 4400HC61050 | 44              |
|              |                         |     |                       | 100          | 14          |      |                 |               | 4400HC61100 | 51              |
|              |                         |     |                       | 200          | 12          |      |                 |               | 4400HC61200 | 72              |
| Over 5 MG    | 208-240/1/60            | 2   | 8400 Municipal Series | 50           | 14          | 9    | 40              | 56            | 8400C61050  | 61              |
|              |                         |     |                       | 100          | 12          |      |                 |               | 8400C61100  | 74              |
|              |                         |     |                       | 200          | 12          |      |                 |               | 8400C61200  | 88              |

Optional control panel and mounting kits available on all units.



# RM-100 CertiSafe™ FLOOR MOUNT



## OVERVIEW

- The RM-100 is a vertical orientation, stationary floor mount.
- Designed for use in ground storage tanks.
- Suitable for use with all CertiSafe™ Tank Mixer models

## INCLUDED

- 3-piece mixer base unit
- 50' 316 stainless steel retrieval chain
- 316 stainless chain lifting bail with spring
- Stainless tank penetration for power cord
- Stainless tank penetration hardware to suspend cable support and retrieval chain
- EPDM rubber feet

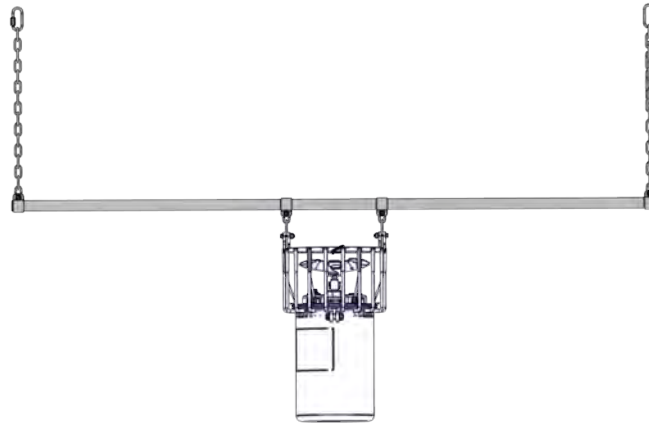
## REQUIRED

- Electrical service to exterior junction box



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# SM-100 CertiSafe™ SUSPENDED MOUNT



## OVERVIEW

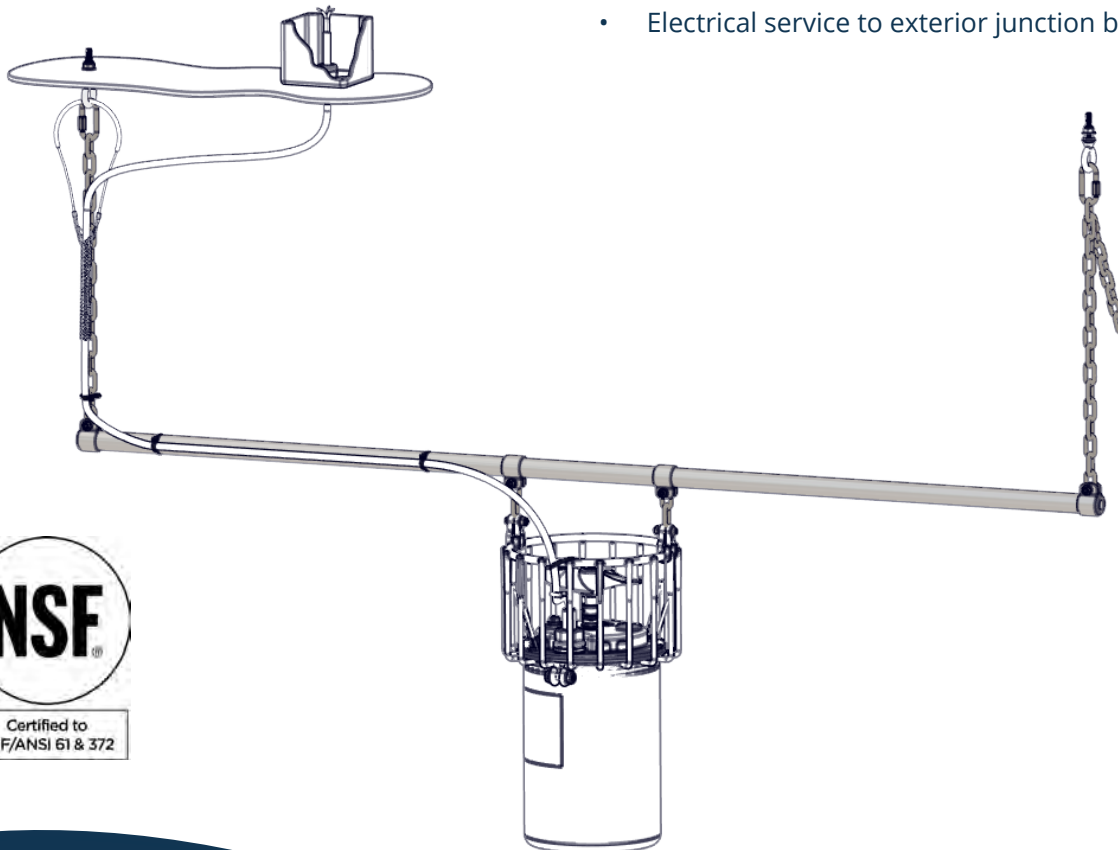
- The SM-100 is a vertically oriented, suspended mount.
- Designed for elevated or standpipe tanks.
- Easy installation in full or empty tank.
- For use with CertiSafe™ Tank Mixer models 2400C61, 3400C61, 3400HC61, 4400C61, and 4400HC61.

## INCLUDED

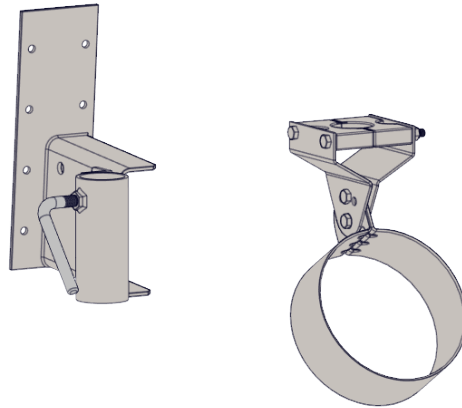
- One 60" 316 stainless stretcher with hardware
- Two 50' 316 stainless chains
- Stainless tank penetration for power cord
- Stainless tank penetration hardware to suspend cable support and chains

## REQUIRED

- Electrical service to exterior junction box



# PM-100 CertiSafe™ PIPE MOUNT



## OVERVIEW

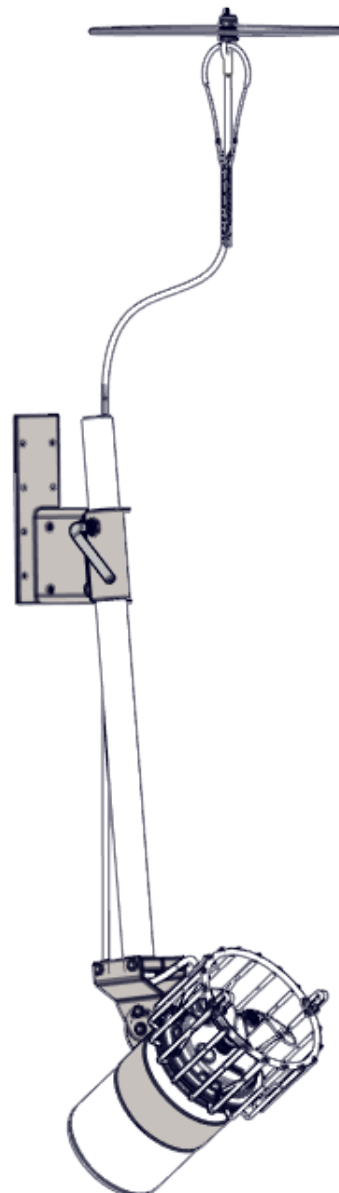
- The PM-100 is a semi-fixed mount with both horizontal and vertical orientation adjustment options
- Designed for effective water movement in irregular and unique tank designs
- Suitable for use with all CertiSafe™ Tank Mixer models

## INCLUDED

- Upper mount assembly (above water line) with base, pipe bracket, and adjustable lock handle
- Lower mount (underwater) assembly with, adjustable brackets, can strap, and hardware
- Stainless tank penetration for power cord
- Stainless tank penetration hardware to suspend cable support

## REQUIRED

- 1½" (40mm) threaded or unthreaded pipe
- Maximum unsupported pipe length is 10 feet
- Electrical service to exterior junction box



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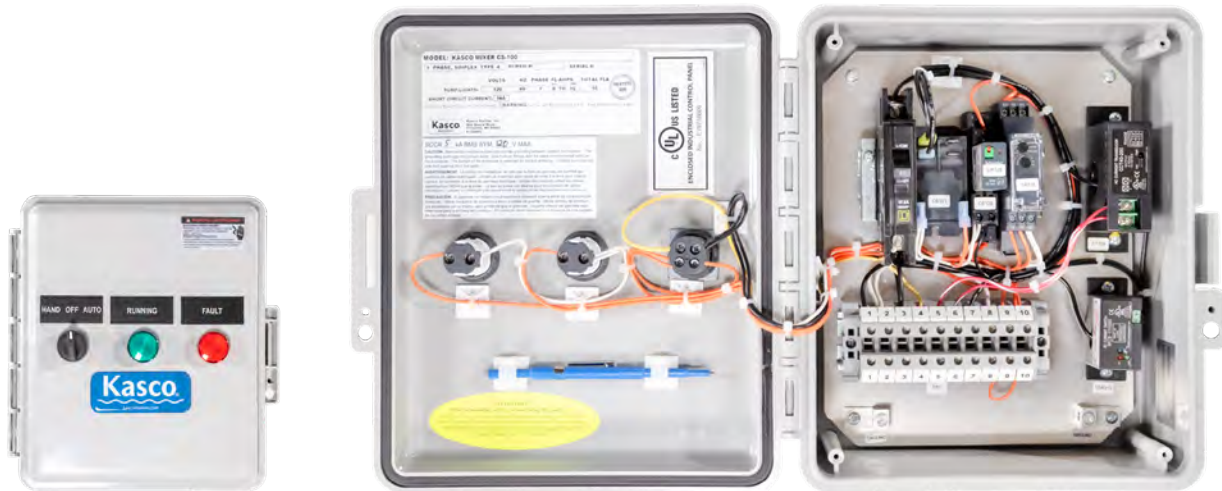
| kascon

Packet Pg. 209

Exhibit B

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PM-100 CUT SHEET

# CertiSafe™ STANDARD CONTROL PANEL



## CS-100

### For use with mixer models 2400C61, 3400C61 & 4400C61

The model CS-100 is a 120Vac, 60hz, single phase UL listed control panel engineered to operate Kasco C61 CertiSafe™ tank mixers. Designed for easy installation and operation with included H-O-A control switch, indicator LEDs, Low water inhibit, and SCADA I/O for remote operation and monitoring.

#### REQUIRED

- 20amp GFCI feed breaker required (supplied by others)
- Auxiliary interlock input: if utilized, the terminal jumper is replaced with a dry contact relay closure
- Remote SCADA start/stop input requires a dry contact relay closure



#### INCLUDED

- 20amp single pole circuit breaker
- Motor contactor: 1hp, 120Vac motor load rated
- Green LED running pilot light
- Red LED Fault pilot light
- H-O-A switch (Hand-Off-Auto)
  - Hand mode operates the mixer continuously (local control)
  - Auto mode operates the mixer from remote SCADA input
- Interface for remote SCADA mixer start/stop control signal (H-O-A Auto mode)
- Low water inhibit: Inhibit mixer operation if tank level drops below operating level
- Low water inhibit sensor adjustment tool
- 4-20ma motor current output (to SCADA) for monitoring motor status and fault condition
- Auxiliary interlock input for local low tank level inhibit
- UL508A listed control panel for US and Canada
- UL type rated 4X/3R nonmetallic enclosure with pad lockable latch, and integral mounting feet.
- Detailed wiring schematic with field terminal identification.

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Exhibit B

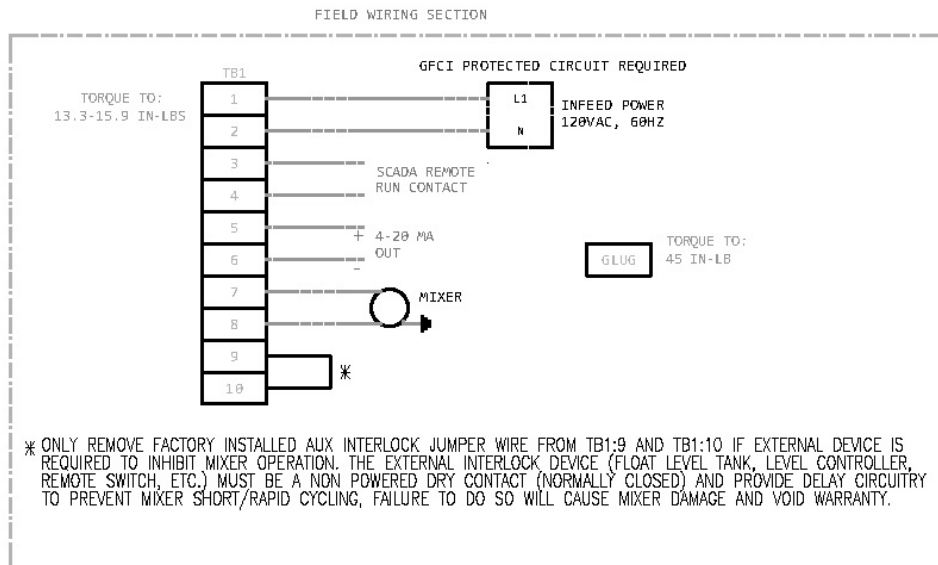
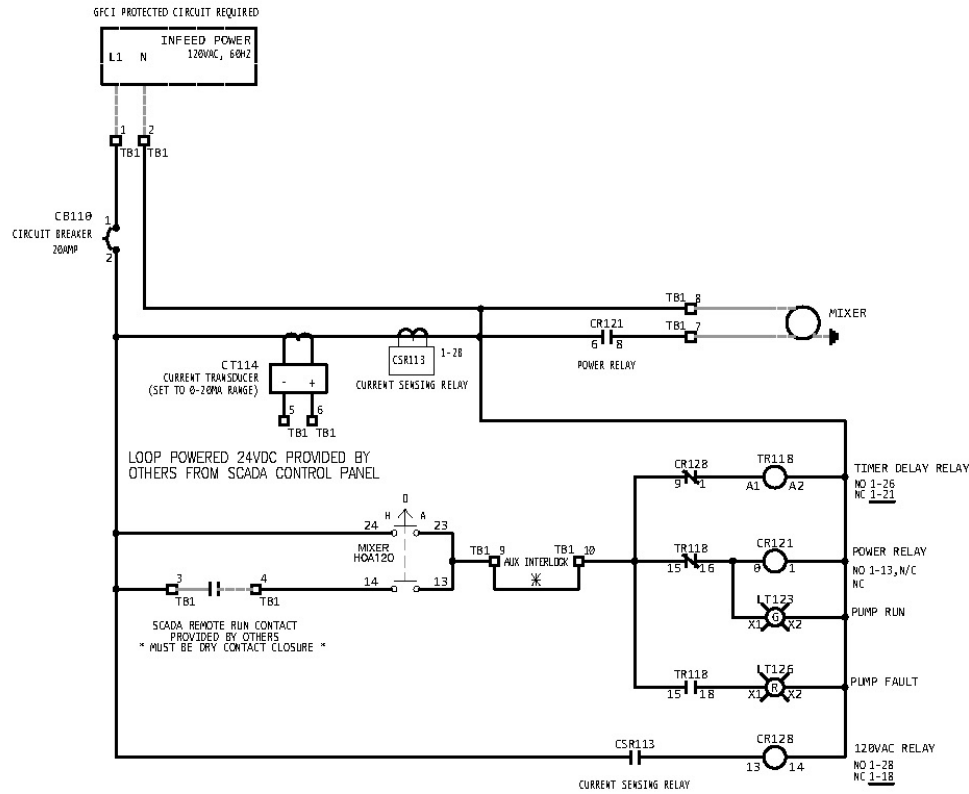
11 of 25

CS-100 / CS-200 CUT SHEET

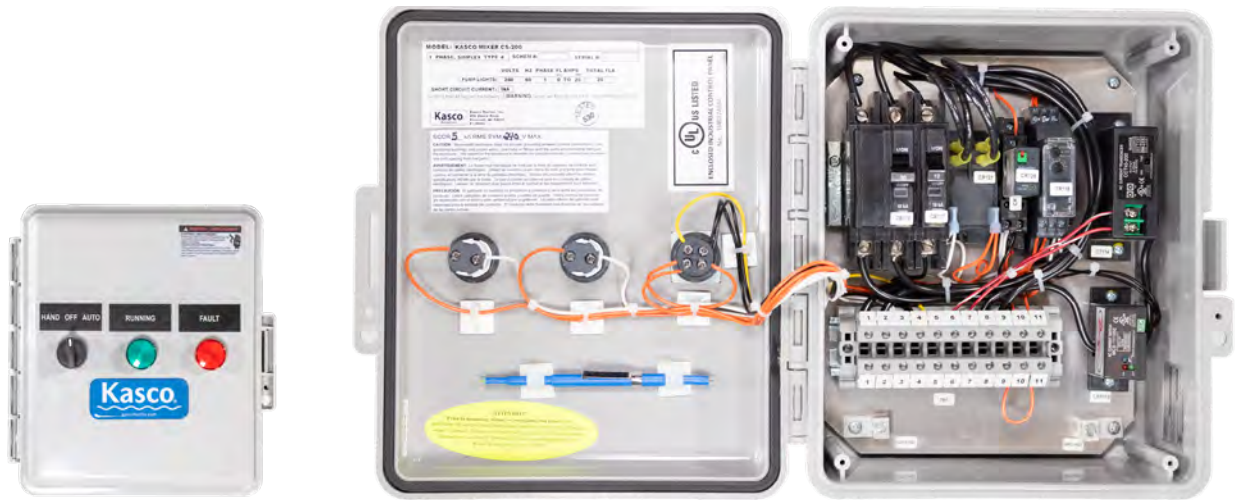
Packet Pg. 210

# CertiSafe™ STANDARD CONTROL PANEL

## CS-100 Schematic



# CertiSafe™ STANDARD CONTROL PANEL



## CS-200

**For use with mixer models 3400HC61, 4400HC61, 8400C61 & 5.1C61**

The model CS-200 is a 240Vac, 60hz, single phase UL listed control panel engineered to operate Kasco C61 Certisafe™ tank mixers. Designed for easy installation and operation with included H-O-A control switch, indicator LEDs, low water inhibit, and SCADA I/O for remote operation and monitoring.

### REQUIRED

- 40amp GFCI feed breaker required (supplied by others)
- Auxiliary interlock input: if utilized, the terminal jumper is replaced with a dry contact relay closure
- Remote SCADA start/stop input requires a dry contact relay closure



### INCLUDED

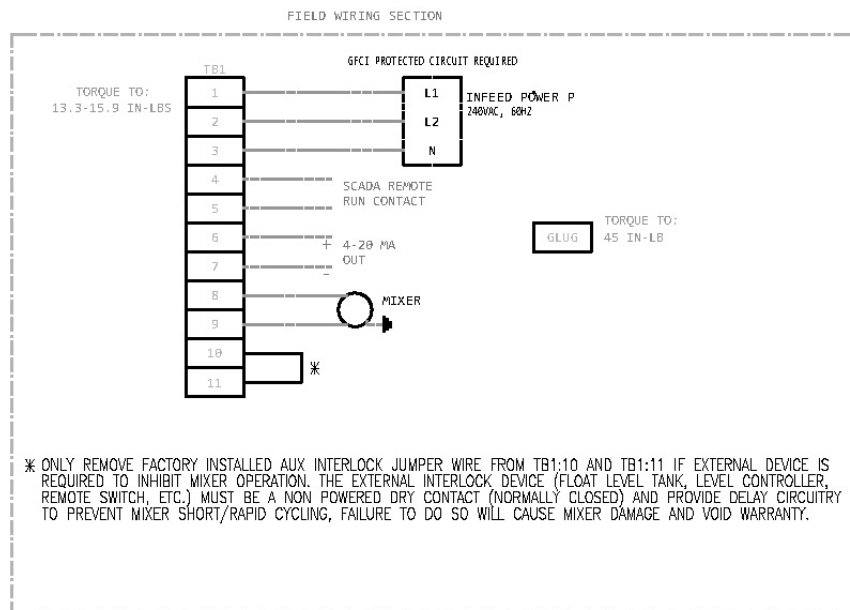
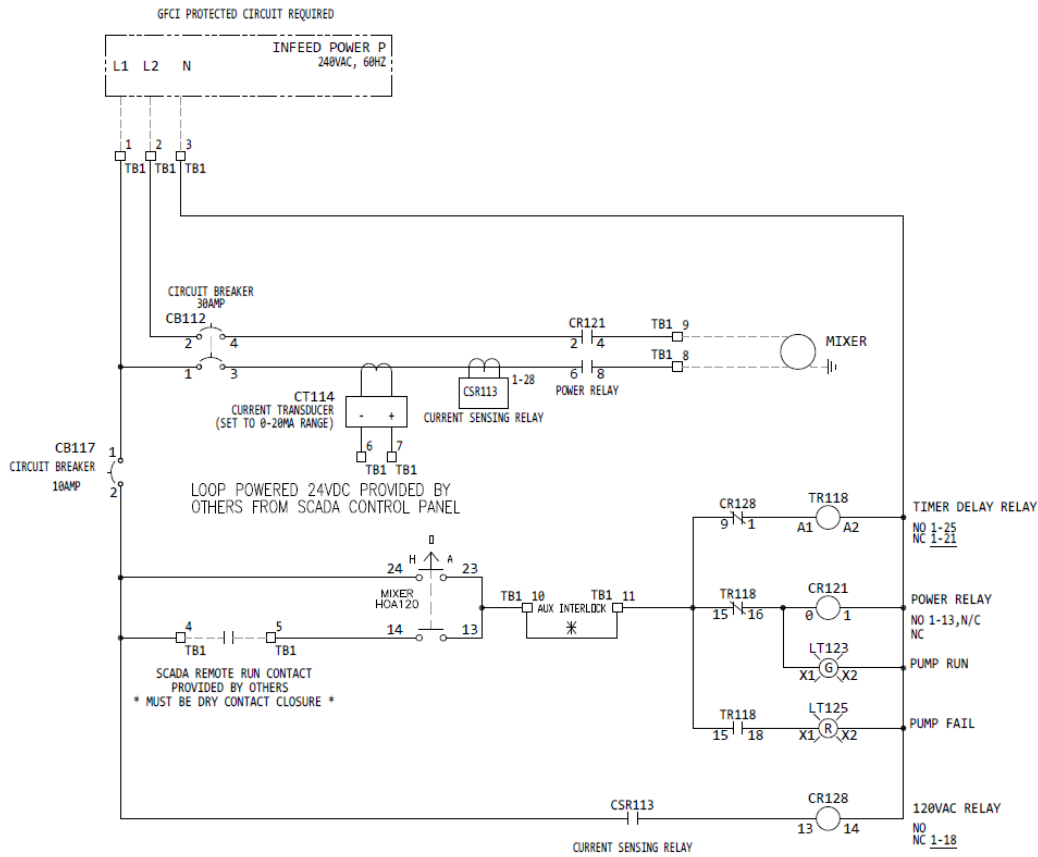
- 30amp 2pole circuit breaker
- Motor contactor: 5hp, 240Vac motor load
- Green LED running pilot light
- Red LED Fault pilot light
- H-O-A switch (Hand-Off-Auto)
  - Hand mode operates the mixer continuously (local control)
  - Auto mode operates the mixer from remote SCADA input
- Interface for remote SCADA mixer start/stop control signal (H-O-A Auto mode)
- Low water inhibit: Inhibit mixer operation if tank level drops below operating level
- Low water inhibit sensor adjustment tool
- 4-20ma motor current output (to SCADA) for monitoring motor status and fault condition
- Auxiliary interlock input for local low tank level inhibit
- UL508A listed control panel for US and Canada
- UL type rated 4X/3R nonmetallic enclosure with pad lockable latch, and integral mounting feet
- Detailed wiring schematic with field terminal identification

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# CertiSafe™ STANDARD CONTROL PANEL

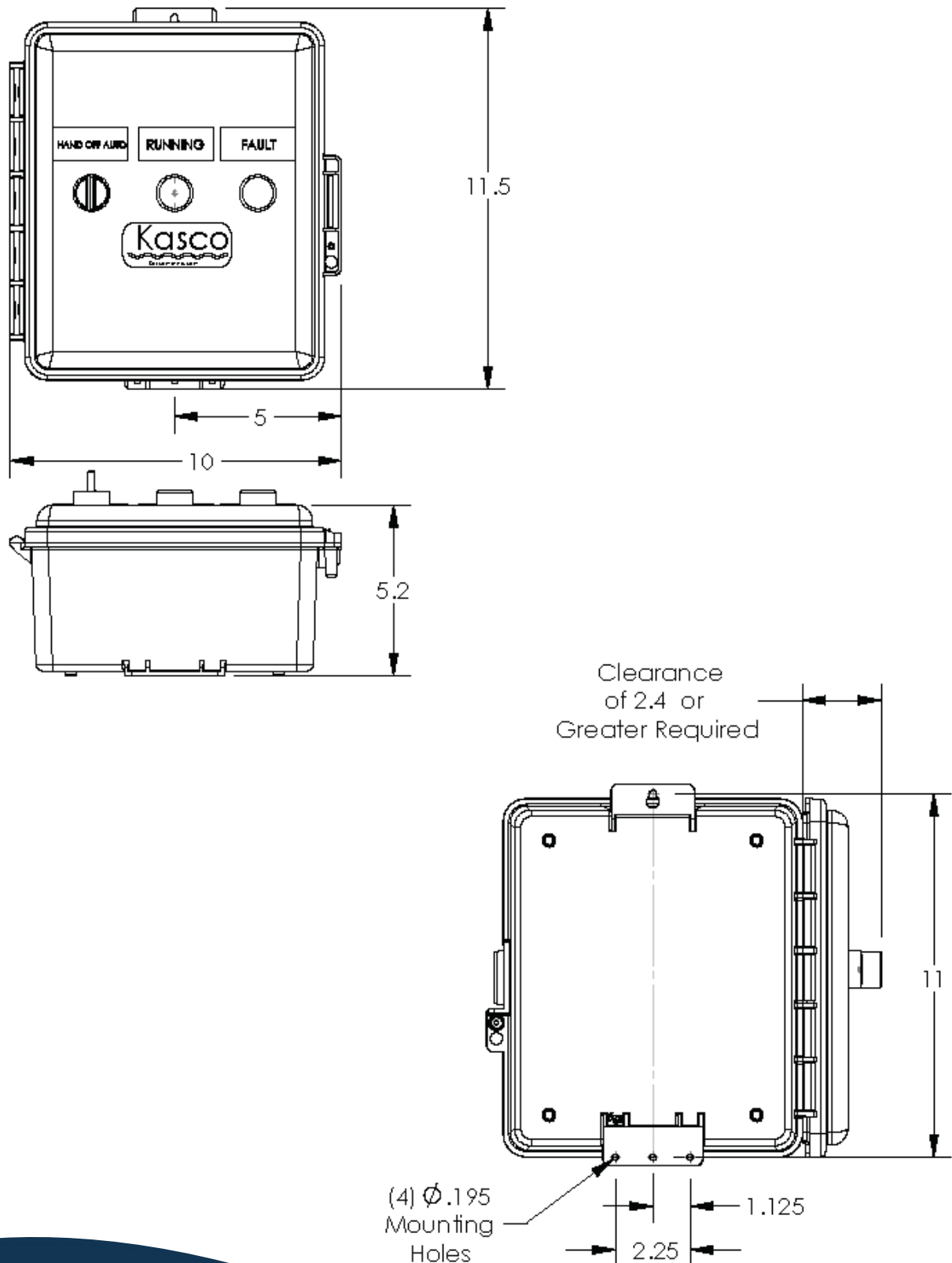
## CS-200 Schematic





# CertiSafe™ STANDARD CONTROL PANEL

## CS-100 / CS-200 Enclosure Dimensions



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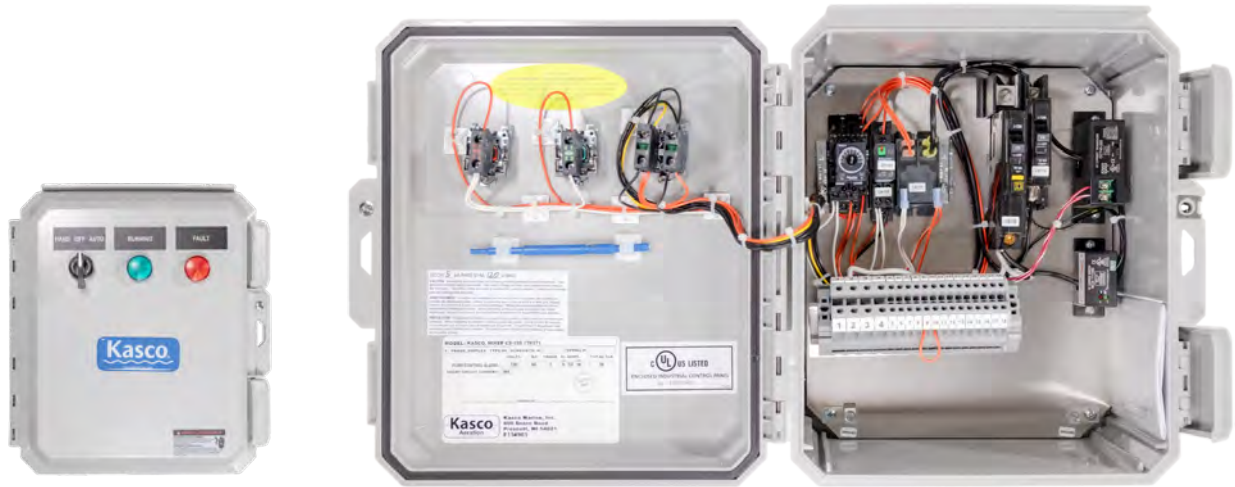
Packet Pg. 214

Exhibit B

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CS-100 / CS-200 CUT SHEET

# CertiSafe™ ADVANCED CONTROL PANEL



## CS-150

### For use with mixer models 2400C61, 3400C61 & 4400C61

The model CS-150 is a 120Vac, 60hz, single phase UL listed control panel engineered to operate Kasco C61 CertiSafe™ tank mixers. Designed for easy installation and operation with included GFCI circuit breaker, H-O-A control switch, indicator LEDs, Low water inhibit, and SCADA I/O for remote operation and monitoring.

#### REQUIRED

- 20amp feed breaker required and disconnect switch if required (supplied by others)
- Auxiliary interlock input: if utilized, the terminal jumper is replaced with a dry contact relay closure
- Remote SCADA start/stop input requires a dry contact relay closure

#### OPTIONAL

- 316 Stainless steel enclosure (non-stocked, built per order)

#### INCLUDED

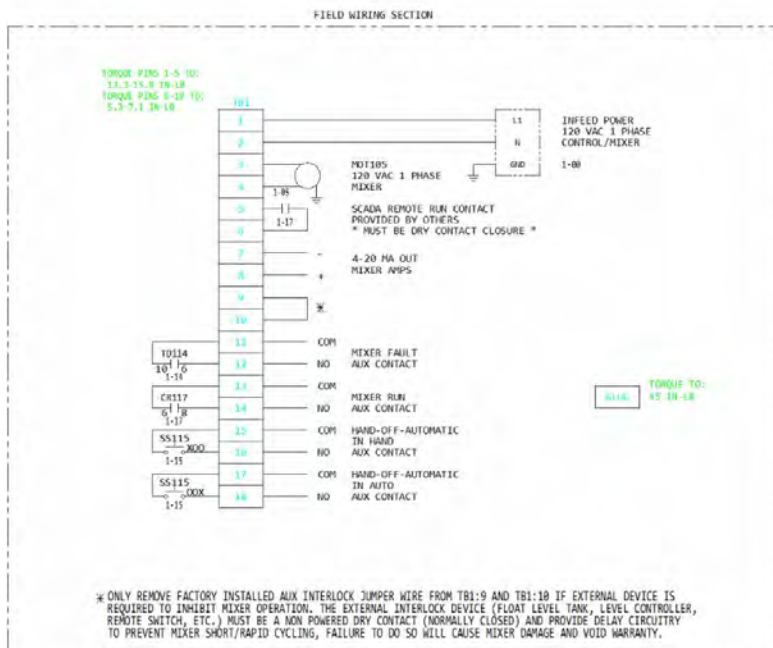
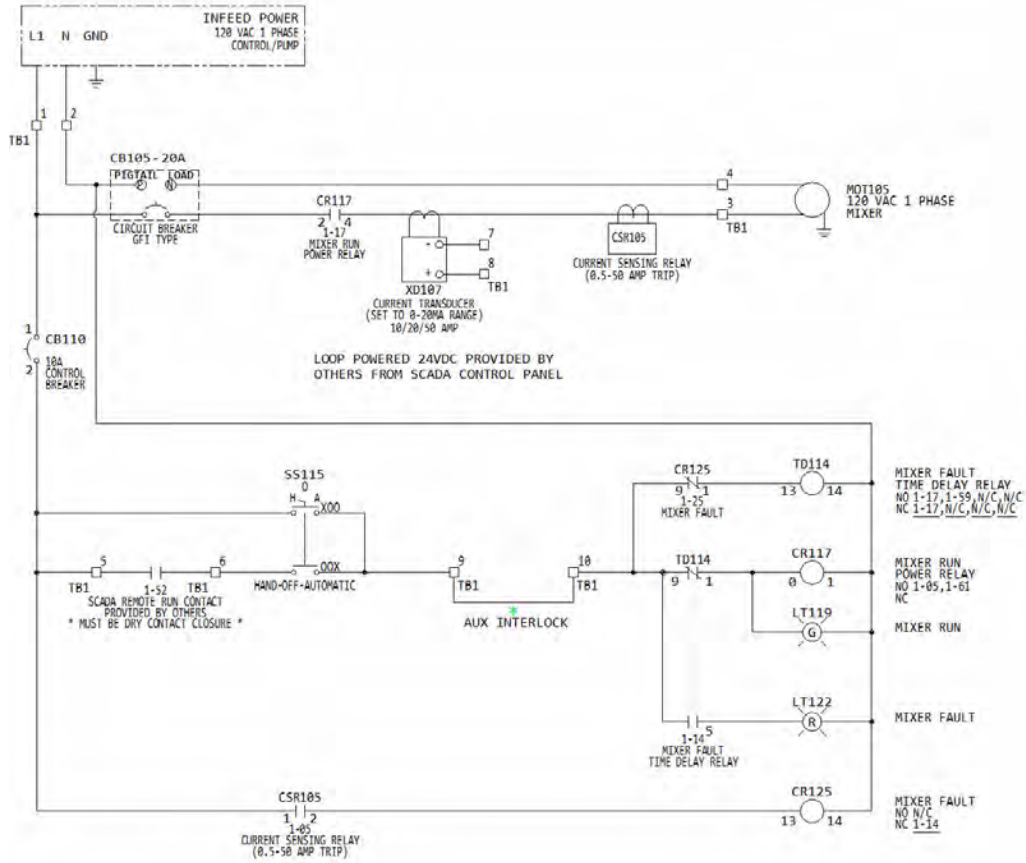
- 20amp, single pole, GFCI 6ma trip circuit breaker
- Motor contactor: 1hp, 120Vac motor load rated
- Green LED running pilot light
- Red LED Fault pilot light
- H-O-A switch (Hand-Off-Auto)
  - Hand mode operates the mixer continuously (local control)
  - Auto mode operates the mixer from remote SCADA input
- Interface for remote SCADA mixer start/stop control signal (H-O-A Auto mode)
- Low water inhibit: Inhibit mixer operation if tank level drops below operating level
- Low water inhibit sensor adjustment tool
- 4-20ma motor current output (to SCADA) for monitoring motor status and fault condition
- Dry contacts (to SCADA) for: H-O-A in Hand, H-O-A in Auto, Mixer Running, & Mixer Fault
- Auxiliary interlock input for local low tank level inhibit
- UL508A listed control panel for US and Canada
- UL type rated 4X/3R nonmetallic enclosure with pad lockable latch, and integral mounting feet.
- Detailed wiring schematic with field terminal identification.



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# CertiSafe™ ADVANCED CONTROL PANEL

## CS-150 Schematic



# CertiSafe™ ADVANCED CONTROL PANEL



## CS-250

**For use with mixer models 3400HC61, 4400HC61, 8400C61 & 5.1C61**

The model CS-250 is a 240Vac, 60hz, single phase UL listed control panel engineered to operate Kasco C61 Certisafe™ tank mixers. Designed for easy installation and operation with included GFCI circuit breaker H-O-A control switch, indicator LEDs, low water inhibit, and SCADA I/O for remote operation and monitoring.

### REQUIRED

- 40amp feed breaker required and disconnect switch if required (supplied by others)
- Auxiliary interlock input: if utilized, the terminal jumper is replaced with a dry contact relay closure
- Remote SCADA start/stop input requires a dry contact relay closure

### OPTIONAL

- 316 Stainless steel enclosure (non-stocked, built per order)

### INCLUDED

- 30amp, 2pole, GFCI 6ma trip circuit breaker
- Motor contactor: 5hp, 240Vac motor load
- Green LED running pilot light
- Red LED Fault pilot light
- H-O-A switch (Hand-Off-Auto)
  - Hand mode operates the mixer continuously (local control)
  - Auto mode operates the mixer from remote SCADA input
- Interface for remote SCADA mixer start/stop control signal (H-O-A Auto mode)
- Low water inhibit: Inhibit mixer operation if tank level drops below operating level
- Low water inhibit sensor adjustment tool
- 4-20ma motor current output (to SCADA) for monitoring motor status and fault condition
- Dry contacts (to SCADA) for: H-O-A in Hand, H-O-A in Auto, Mixer Running, & Mixer Fault
- Auxiliary interlock input for local low tank level inhibit
- UL508A listed control panel for US and Canada
- UL type rated 4X/3R nonmetallic enclosure with pad lockable latch, and integral mounting feet
- Detailed wiring schematic with field terminal identification



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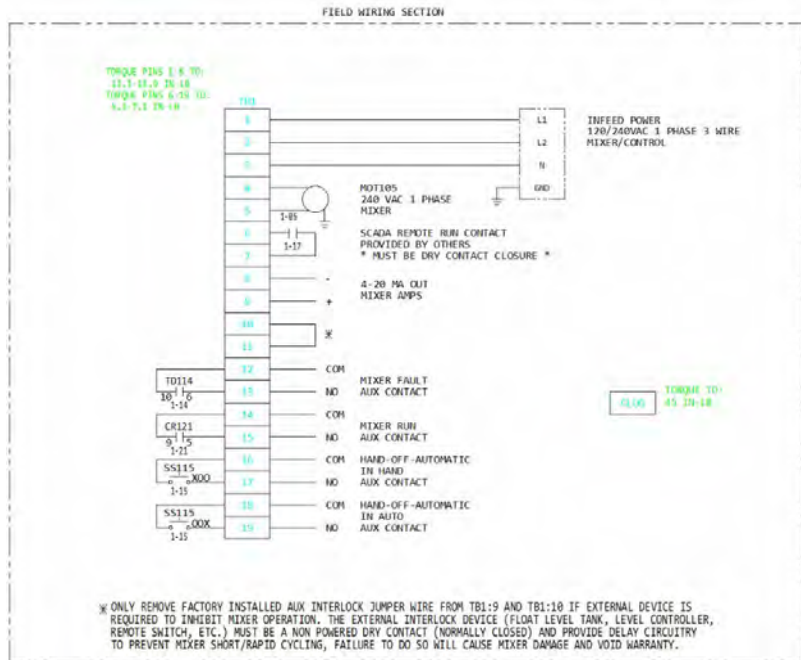
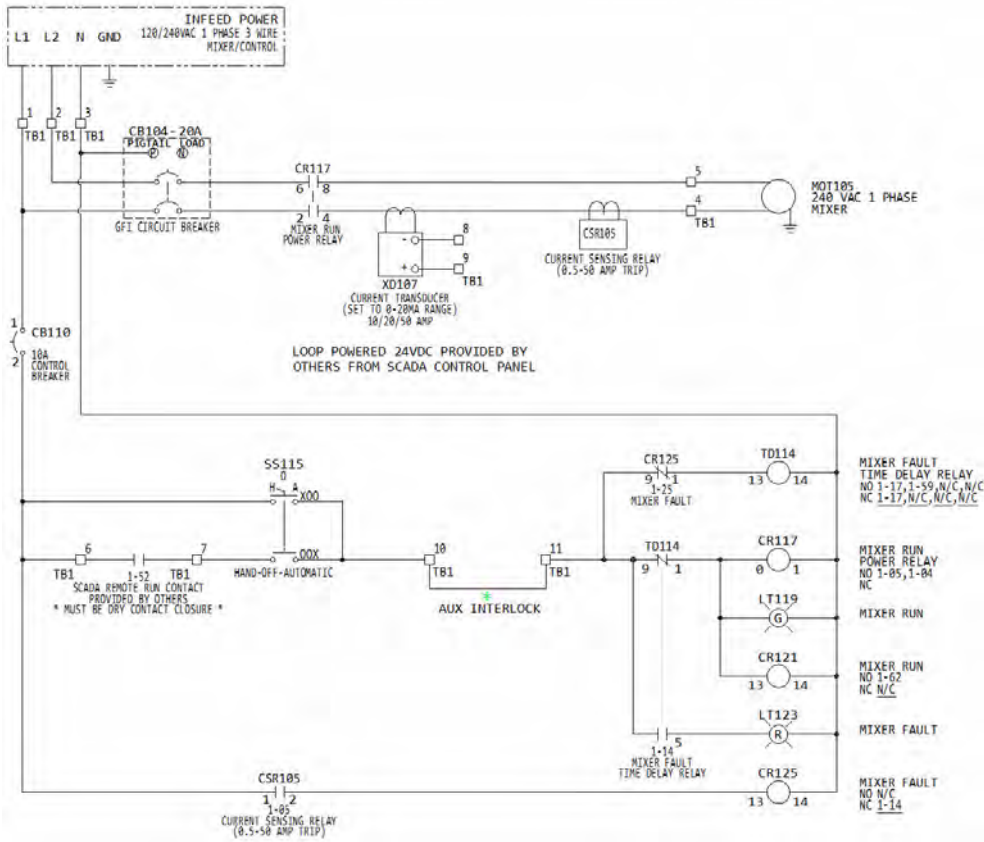
Exhibit B

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CS-150 / CS-250 CUT SHEET

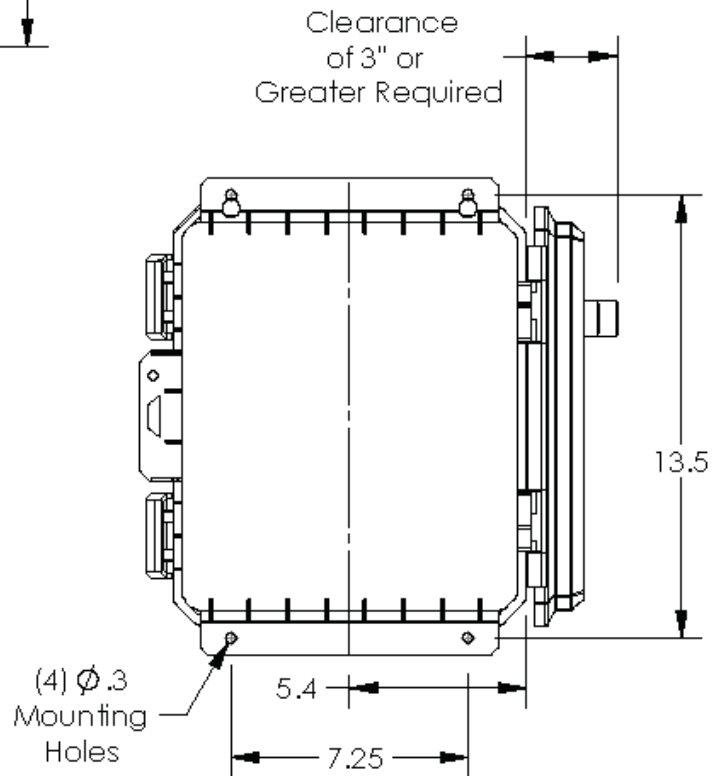
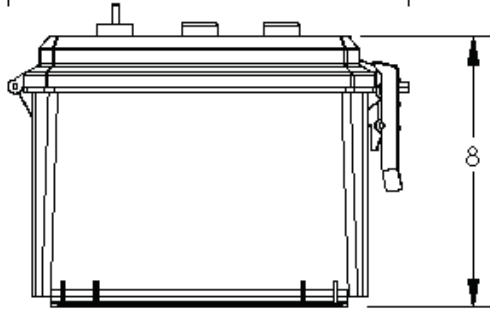
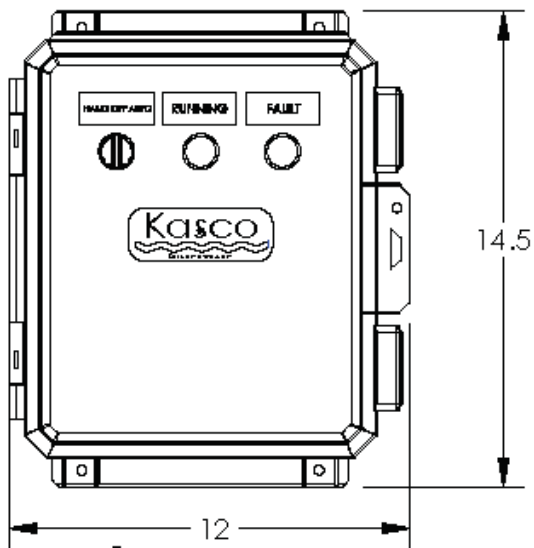
# CertiSafe™ ADVANCED CONTROL PANEL

## CS-250 Schematic



# CertiSafe™ ADVANCED CONTROL PANEL

## CS-150 / CS-250 Enclosure Dimensions







Fountains Aerators  
Diffused Aeration Circulators  
Mixers De-Icers Bacteria & Dye

## Kasco NSF61 CertiSafe Mixer Reference List

Neenah Water Utility - WI

Anthony L. Mach - Water Treatment Manager

Office: (920) 886-6196

Cell: (920) 858-6300

Neenah has installed two 3400C61 Kasco Certisafe mixer in their (2) -1MG elevated towers.

City of Sumner - IA

David Nuss

Office: (319)939-0201

Installed (1) 3400C61 Kasco CertiSafe Mixer in his 0.75MG, 150' Standpipe installed for de-icing  
David said no ice formation in winter of 18/19 and this is the first time he has had consistent residual in tank!

City of Rockford - IL

Doug Duda

Office: (763)477-4346 ext7

Installed (1) 2400C61 Kasco CertiSafe mixer in his 0.5MG Elevated Tank

Installed for freeze protection

\*\*Did not climb tank during winter, had divers in tank last month and all appurtenances were in place on no damage to tank

City of Xenia - OH

Joe Bates - Water Treatment Supervisor

Cell: 937-776-5637

Office: 937-376-7269

Email: [jbates@ci.xenia.oh.us](mailto:jbates@ci.xenia.oh.us)

Xenia has installed a Kasco Certisafe 3400C61 mixer in ground water tank/standpipe that is 100 feet tall x 70 feet diameter, 2.5MG.

City of Elmhurst - IL

Paul Burris - Utility Operations Manager

Phone: 630-530-3042

Email: [paul.burris@elmhurst.org](mailto:paul.burris@elmhurst.org)

Elmhurst installed a Kasco Certisafe 2400C61 mixer in a 0.5MG elevated tower.

City of Fairbanks – Alaska

Golden Heart Utilities Clearwell

Jim Ferris is the contact - [jim@akwater.com](mailto:jim@akwater.com), (907) 455-0199

Chlorine residual has improved in clear well.





Fountains Aerators  
Diffused Aeration Circulators  
Mixers De-Icers Bacteria & Dye

## Kasco NSF61 CertiSafe Mixer Reference List Continued

City of Two Rivers - WI - 2020

Ross Blaha - Water Utility Director

Phone: 920-793-5558

Email: rblaha@two-rivers.org

2 -Tower units and 1 Reservoir unit. William Reid Installation. Deicing and Chemical Residual

City of Gladstone - MI - 2021

Robert Spreitzer - Water Superintendent

Phone - 906-428-3460

rspreitzer@gladstonemi.org

1 -Reservoir Mixer. Chemical Residual

City of DePere - WI - 2021

Eric Zygarlicke - Water Department Supervisor

Phone - 920-339-4063

zygarlicke@deperewi.gov

2 Tower Mixers, 1 - Reservoir Mixer . Installation by William Reid. Deicing and Chemical Residual



## Customer Service Contacts & Information

Kasco takes great pride in knowing that we can take care of all your needs. Our customer service team stands out from the rest, we are well known for:

- Call backs the same day
- Freight quotes on the spot
- Emails returned often within minutes
- Professional, pleasant, knowledgeable, courteous staff

### Home Office:

|               |                           |
|---------------|---------------------------|
| Phone:        | 715-262-4488              |
| Toll Free:    | 800-621-7611              |
| Fax:          | 715-262-4487              |
| <b>E-mail</b> |                           |
| Sales:        | Sales@kascomarine.com     |
| Website:      | www.kascomarine.com       |
| Repairs:      | Hayden.j@kascomarine.com  |
| Marketing:    | Marketing@kascomarine.com |

### Staff:

| Name             | Department/Title                          | E-mail Address           |
|------------------|-------------------------------------------|--------------------------|
| Matt Frey        | Inside Sales\Robust Aire Category Manager | Matt.f@kascomarine.com   |
| Dan Cremin       | Inside Sales\ Deicer inquiries            | Dan.c@kascomarine.com    |
| Kel Weinfurter   | Order Entry\ Customer Service             | Kel.w@kascomarine.com    |
| Joni Moe         | Shipping Department\Invoicing             | Joni.m@kascomarine.com   |
| Hayden Johnson   | Repair Department                         | Hayden.j@kascomarine.com |
| Kelly Strandmark | Office Manager\Accounts Receivable        | Kelly.s@kascomarine.com  |

Thank you for your interest in Kasco products. Below are a few important details that will make our new partnership an easy transition. Please read the following information and key notes:

For submitting purchase orders, freight quote requests, or general product questions please email: [sales@kascomarine.com](mailto:sales@kascomarine.com) or call 715-262-4488.

For questions about shipping & invoicing please contact Joni Moe [Joni.m@kascomarine.com](mailto:Joni.m@kascomarine.com) or you may call her at 715-262-2308.

For questions about your account balance, or A/R please contact Kelly Strandmark [Kelly.s@kascomarine.com](mailto:Kelly.s@kascomarine.com) or you may call her at 715-262-2300.

For the warranty/repair department please contact Hayden Johnson [Hayden.j@kascomarine.com](mailto:Hayden.j@kascomarine.com) or you may call him at 715-262-2312.

For product brochures or marketing assistance please contact [marketing@kascomarine.com](mailto:marketing@kascomarine.com) or you may call 715-262-2310.

### **Reports:**

We at Kasco put the “Lean” method in all we do. We, like many other companies, are “going green”. This means that all correspondence can be emailed to you, including reports. Please let us know who should get these email notifications. Our software enables us to send electronically:

- Order acknowledgements
- Packing slips (only freight cost will be listed)
- Invoices
- Statements
- Quarterly Reports

### **Repair Department:**

All units that are sent into Kasco for repair or warranty service must be accompanied by our Repair Form. This form must be placed inside the unit box so that we can properly identify who sent it in and how to contact you with an estimate. No work will be performed without prior authorization.

For warranty consideration it is company policy that the end user or distributor pay the cost of the freight to send in the unit to Kasco. Once it arrives, a thorough inspection will be done by our expert repair technicians. Once a repair has been determined to be a warranty repair due to a manufacturers defect, Kasco will fix the unit and pay the shipping charges to send the unit back to the customer.

For a repair form please visit. <https://kascomarine.com/resources/repair-centers/>

### **Returns:**

Kasco will not accept used products or items that have been in the water. If you wish to return an item, please call into customer service for an RMA number. Only items that are unused and in brand new condition may be returned. A 10% restocking fee will be applied on all returns. Please send items back to:

Exhibit B  
24 of 25

**Kasco Marine**  
**800 Deere Road**  
**Prescott, WI 54021**  
**Attn: Returns RMA# \_\_\_\_\_**

**Purchase Orders:**

All orders must be emailed or faxed. No Verbal orders will be taken over the telephone. Orders may be emailed to: [sales@kascomarine.com](mailto:sales@kascomarine.com) or faxed: 715-262-4487

**Shipping:**

Kasco's preferred freight carrier is FedEx. All orders will arrive via FedEx Ground, Expedited, or by Truckload. If shipping Prepaid, then the freight cost will be added to your final invoice.

For shipments that are billed 3<sup>rd</sup> Party or collect please provide your account number and the shipping company you would prefer us to use.

For all motor freight shipments (palletized) please let our order entry department know if you will need any services with your freight such as:

- Liftgate service
- 24 Hr. Notification
- Limited access
- Inside Delivery
- Residential
- Contact information with Phone Number.

**Having this information prior to shipping will ensure that your order will not be delayed**

**Dropship:**

Kasco will drop ship directly to the end user. A \$10.00 Dropship fee will be added to the final invoice.

**Minimum Order:**

There is a \$5.00 minimum order fee for all orders under \$50.00

**Invoice & payment:**

All invoices and Statements will be sent via email. If you wish to have your invoice/statements mailed through the US Postal Service, please let our A/R Department know in advance. Payment must arrive by your agreed payment terms. If you wish to send electronic payment, please contact the accounts receivable department.

**Freight Quotes:**

You may request a freight quote by calling 715-262-4488 or by emailing [sales@kascomarine.com](mailto:sales@kascomarine.com)

All quotes are valid for 30 days. Freight quotes are estimates and may vary slightly due to national fuel surcharges.

# CITY OF DE PERE MEMO



To: Honorable Mayor Boyd  
Board of Public Works Members  
From: Scott J. Thoresen, Director of Public Works  
Date: April 4, 2022  
RE: Consideration and Possible Action on Merrill Street Reservoir Mixer\*

The installation of a water mixer equipment in our Merrill Street reservoir will ensure uniform temperatures and disinfection residual results in reducing byproducts and eliminates ice damage in the tank. The City currently has water mixer equipment installed in our three (3) water towers in addition to our 9<sup>th</sup> Street and Scheuring Road reservoirs.

Staff solicited three (3) companies for proposals (See attached) and has received the following quotes (See proposal summary) for installation of the water mixer equipment:

William Reid LTD, of Germantown, WI

Merrill Street Reservoir = \$ 15,770.00

KLM Engineering, Inc., of Woodbury, MN

Merrill Street Reservoir = \$ 26,793.00

Suez Advanced Solutions, of Atlanta, GA

Merrill Street Reservoir = No Bid

Staff reviewed the proposals that were submitted. William Reid LTD installed mixers in our 9<sup>th</sup> Street and Scheuring Road reservoirs last year and they are operating well.

Staff recommends approving the proposal from William Reid LTD, of Germantown, WI for the Merrill Street reservoir for \$15,770.00. The 2022 water utility budget has sufficient funding allocated for the reservoir water mixer equipment.

## 2022 CONTRACTOR LIST

William Murfree  
Water System Consultant, Northern Illinois  
SUEZ WATER | ADVANCED SOLUTIONS  
900 Country Creek Dr.  
New Lenox, IL 60451  
Mobile: 815-761-6190  
Office: (800) 942-0722  
Email: [william.murfree@suez.com](mailto:william.murfree@suez.com)

Mr. Michael Novitzki  
Director of Business Development  
KLM Engineering, Inc.  
1976 Wooddale Drive, Suite 4  
Woodbury, Minnesota 55125  
Cell: (651) 440-5058  
Fax: (651) 773-5222  
Email: [mnovitzki@klmengineering.com](mailto:mnovitzki@klmengineering.com)

Jason Metz  
William/Reid  
P.O Box 397  
Germantown, WI 53022  
Cell: (630) 728-5146  
Email: [Jason@williamreidltd.com](mailto:Jason@williamreidltd.com)

### Merrill Street Reservoir Mixer Proposal Summary 3-31-2022

| Company Name                   | Tower                           | LS                 |
|--------------------------------|---------------------------------|--------------------|
|                                |                                 |                    |
| <b>William Reid LTD</b>        |                                 |                    |
|                                | <b>Merrill Street Reservoir</b> | <b>\$15,770.00</b> |
|                                |                                 |                    |
| <b>KLM Engineering, Inc.</b>   |                                 |                    |
|                                | <b>Merrill Street Reservoir</b> | <b>\$26,793.00</b> |
|                                |                                 |                    |
| <b>Suez Advanced Solutions</b> |                                 |                    |
|                                | <b>Merrill Street Reservoir</b> | <b>No Bid</b>      |
|                                |                                 |                    |





City of De Pere, Wisconsin

**Request For Common Council Action**

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**MEETING DATE:** April 19, 2022

**DEPARTMENT:** City Clerk

**FROM:** Carey Danen

**SUBJECT:** Appointments and reappointments to Committees, Boards, and Commissions by Mayor Boyd.

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**ATTACHMENTS:**

- ALDERPERSON COMMITTEE ASSIGNMENTS 2022 (PDF)
- Appointment Memo\_Apr 19 2022 (PDF)

**ALDERPERSON COMMITTEE ASSIGNMENTS - 2022**

**HISTORIC PRESERVATION** – Jonathon Hansen

**CITY PLAN COMMISSION** – 2 Alderpersons

**BOARD OF HEALTH** – John Quigley, Jonathon Hansen

**PARK BOARD** – Dean Raasch, Amy Kundinger, Shana Ledvina

**DESIGNATED OFFENDER ADVISORY BOARD** – Dean Raasch

**SUSTAINABILITY COMMISSION** – John Quigley

**LICENSE COMMITTEE** – Pamela Gantz, Dan Carpenter, Devin Perock

**PUBLIC WORKS** – Shana Ledvina, Dean Raasch, Dan Carpenter, Jonathan Hansen

**FINANCE COMMITTEE** – Amy Kundinger, Devin Perock, John Quigley, Pamela Gantz

**Devin Perock:** Finance Committee, License Committee

**Shana Ledvina:** Park Board, Public Works

**Pamela Gantz:** License Committee, Finance Committee

**Dean Raasch:** Park Board, Public Works, Designated Offender Advisory Board

**John Quigley:** Board of Health, Finance Committee, Sustainability Commission

**Dan Carpenter:** License Committee, Public Works

**Jonathan Hansen:** Historic Preservation, Public Works, Board of Health

**Amy Kundinger:** Park Board, Finance Committee

**Memo**

City of De Pere

To: City Council Members  
From: James Boyd, Mayor  
Subject: Appointments and Reappointments  
Date: April 19, 2022 (meeting date)

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I am submitting the following name for appointment at the April 19, 2022 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have an issue with the appointment.

**Commission****Appointment/Reappointment**

Sustainability Commission

Emily Henrigillis/Appointment

Emily holds a Master of Science degree in Environmental Science from UW-Green Bay, and is the founder of The Plant Gal LLC. The Plant Gal loves Wisconsin's native plants, and works to help transform lawns into habitat through garden bed or lawn transformations, rain gardens, and shoreline buffers using plants native to Wisconsin. Emily also serves as a Chief Election Inspector for the City.



**City of De Pere, Wisconsin**

**Request For Common Council Action**

---

**MEETING DATE:** April 19, 2022

**DEPARTMENT:** City Clerk

**FROM:** Carey Danen

**SUBJECT:** A. Alderperson members of the Plan Commission.

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**City of De Pere, Wisconsin**

**Request For Common Council Action**

---

**MEETING DATE:** April 19, 2022

**DEPARTMENT:** City Clerk

**FROM:** Carey Danen

**SUBJECT:** B. President of the Common Council.

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City of De Pere, Wisconsin

**Request For Common Council Action**

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**MEETING DATE:** April 19, 2022

**DEPARTMENT:** City Clerk

**FROM:** Carey Danen

**SUBJECT:** Voucher approval.

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**ATTACHMENTS:**

- 4-19-2022 VOUCHERS (PDF)

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PACKET: 06747 APR 2022 COUNCIL - 2 4-19-22

VENDOR SET: 01

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|--------|---------------------------|---------------------------|---------------|---------------|----------|----------|--------------|-----------------|
| 8410   | 1ST CHOICE PEST CONTROL   |                           |               |               |          |          |              |                 |
|        | I-18995                   | 1ST CHOICE PEST CONTROL   | R             | 4/19/2022     |          | 480.00CR | 098745       | 480.00          |
| 0001   | A1 ELEVATOR CORP          |                           |               |               |          |          |              |                 |
|        | I-18921                   | A1 ELEVATOR CORP          | R             | 4/19/2022     |          | 141.75CR | 098746       |                 |
|        | I-18922                   | A1 ELEVATOR CORP          | R             | 4/19/2022     |          | 180.00CR | 098746       | 321.75          |
| 7583   | ADVANCE AUTO PARTS        |                           |               |               |          |          |              |                 |
|        | I-6339-312632             | ADVANCE AUTO PARTS        | R             | 4/19/2022     |          | 14.71CR  | 098747       |                 |
|        | I-6339-312648             | ADVANCE AUTO PARTS        | R             | 4/19/2022     |          | 6.24CR   | 098747       |                 |
|        | I-6339-312730             | ADVANCE AUTO PARTS        | R             | 4/19/2022     |          | 20.00CR  | 098747       | 40.95           |
| 8766   | AIR ONE EQUIPMENT INC     |                           |               |               |          |          |              |                 |
|        | I-179448                  | AIR ONE EQUIPMENT INC     | R             | 4/19/2022     |          | 325.00CR | 098748       | 325.00          |
| 0302   | AIRGAS USA LLC            |                           |               |               |          |          |              |                 |
|        | I-9124188683              | AIRGAS USA LLC            | R             | 4/19/2022     |          | 177.82CR | 098749       |                 |
|        | I-9986322554              | AIRGAS USA LLC            | R             | 4/19/2022     |          | 217.28CR | 098749       |                 |
|        | I-9987048261              | AIRGAS USA LLC            | R             | 4/19/2022     |          | 297.06CR | 098749       | 692.16          |
| 0007   | AMBROSIUS SALES & SERVICE |                           |               |               |          |          |              |                 |
|        | I-44566                   | AMBROSIUS SALES & SERVICE | R             | 4/19/2022     |          | 10.62CR  | 098750       | 10.62           |
| 7507   | DEBORAH ARMBRUSTER        |                           |               |               |          |          |              |                 |
|        | I-202204142908            | DEBORAH ARMBRUSTER        | R             | 4/19/2022     |          | 211.46CR | 098751       | 211.46          |
| 0496   | ASTRO HYDRAULICS INC      |                           |               |               |          |          |              |                 |
|        | I-71465                   | ASTRO HYDRAULICS INC      | R             | 4/19/2022     |          | 319.80CR | 098752       | 319.80          |
| 2997   | ATLAS OUTFITTERS          |                           |               |               |          |          |              |                 |
|        | I-14590                   | ATLAS OUTFITTERS          | R             | 4/19/2022     |          | 640.00CR | 098753       | 640.00          |
| 1380   | AUTOHOE II INC            |                           |               |               |          |          |              |                 |
|        | I-20179                   | AUTOHOE II INC            | R             | 4/19/2022     |          | 39.00CR  | 098754       | 39.00           |
| 0442   | BADGER LABORATORIES INC   |                           |               |               |          |          |              |                 |
|        | I-22-52008187             | BADGER LABORATORIES INC   | R             | 4/19/2022     |          | 594.00CR | 098755       | 594.00          |
| 0020   | BADGERLAND PRINTING INC   |                           |               |               |          |          |              |                 |
|        | I-37950                   | BADGERLAND PRINTING INC   | R             | 4/19/2022     |          | 96.00CR  | 098756       |                 |
|        | I-37977                   | BADGERLAND PRINTING INC   | R             | 4/19/2022     |          | 382.32CR | 098756       |                 |
|        | I-37988                   | BADGERLAND PRINTING INC   | R             | 4/19/2022     |          | 375.00CR | 098756       |                 |
|        | I-38029                   | BADGERLAND PRINTING INC   | R             | 4/19/2022     |          | 118.00CR | 098756       | 971.32          |



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PACKET: 06747 APR 2022 COUNCIL - 2 4-19-22

VENDOR SET: 01

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| 6404   | BAY AREA TESTING & CONSULTING LLC     |                                |               |               |          |             |              |                 |
|        | I-5494                                | BAY AREA TESTING & CONSULTING  | R             | 4/19/2022     |          | 332.30CR    | 098757       | 332.30          |
| 0027   | BAY TOWEL INC                         |                                |               |               |          |             |              |                 |
|        | I-4311557                             | BAY TOWEL INC                  | R             | 4/19/2022     |          | 167.26CR    | 098758       |                 |
|        | I-4325193                             | BAY TOWEL INC                  | R             | 4/19/2022     |          | 110.86CR    | 098758       | 278.12          |
| 6473   | BEAVER OF WISCONSIN INC               |                                |               |               |          |             |              |                 |
|        | I-108029                              | BEAVER OF WISCONSIN INC        | R             | 4/19/2022     |          | 778.75CR    | 098759       | 778.75          |
| 1532   | BOBCAT PLUS INC                       |                                |               |               |          |             |              |                 |
|        | I-IG46596                             | BOBCAT PLUS INC                | R             | 4/19/2022     |          | 84.24CR     | 098760       | 84.24           |
| 2831   | BODART ELECTRIC SERVICE INC           |                                |               |               |          |             |              |                 |
|        | I-10293                               | BODART ELECTRIC SERVICE INC    | R             | 4/19/2022     |          | 5,316.00CR  | 098761       |                 |
|        | I-10294                               | BODART ELECTRIC SERVICE INC    | R             | 4/19/2022     |          | 1,142.50CR  | 098761       | 6,458.50        |
| 0038   | BROADWAY AUTOMOTIVE INC               |                                |               |               |          |             |              |                 |
|        | I-1074526P                            | BROADWAY AUTOMOTIVE INC        | R             | 4/19/2022     |          | 216.58CR    | 098762       |                 |
|        | I-581096P                             | BROADWAY AUTOMOTIVE INC        | R             | 4/19/2022     |          | 118.65CR    | 098762       |                 |
|        | I-583994P                             | BROADWAY AUTOMOTIVE INC        | R             | 4/19/2022     |          | 20.68CR     | 098762       |                 |
|        | I-584019P                             | BROADWAY AUTOMOTIVE INC        | R             | 4/19/2022     |          | 99.12CR     | 098762       |                 |
|        | I-721254                              | BROADWAY AUTOMOTIVE INC        | R             | 4/19/2022     |          | 9,544.63CR  | 098762       | 9,999.66        |
| 0039   | BROOKS TRACTOR INC                    |                                |               |               |          |             |              |                 |
|        | I-384924                              | BROOKS TRACTOR INC             | R             | 4/19/2022     |          | 870.46CR    | 098763       |                 |
|        | I-D00247                              | BROOKS TRACTOR INC             | R             | 4/19/2022     |          | 49.84CR     | 098763       | 920.30          |
| 0046   | BROWN COUNTY PORT & RESOURCE RECOVERY |                                |               |               |          |             |              |                 |
|        | I-49563                               | BROWN COUNTY PORT & RESOURCE R | R             | 4/19/2022     |          | 13,457.81CR | 098764       |                 |
|        | I-49903                               | BROWN COUNTY PORT & RESOURCE R | R             | 4/19/2022     |          | 7,369.37CR  | 098764       |                 |
|        | I-50185                               | BROWN COUNTY PORT & RESOURCE R | R             | 4/19/2022     |          | 12,226.63CR | 098764       | 33,053.81       |
| 2984   | BROWN COUNTY TREASURER                |                                |               |               |          |             |              |                 |
|        | I-2022-00000001                       | BROWN COUNTY TREASURER         | R             | 4/19/2022     |          | 18,617.30CR | 098765       | 18,617.30       |
| 6061   | CARRICO AQUATIC RESOURCES INC         |                                |               |               |          |             |              |                 |
|        | I-20221591                            | CARRICO AQUATIC RESOURCES INC  | R             | 4/19/2022     |          | 4,200.00CR  | 098766       |                 |
|        | I-20221592                            | CARRICO AQUATIC RESOURCES INC  | R             | 4/19/2022     |          | 4,450.00CR  | 098766       | 8,650.00        |
| 0536   | CDW GOVERNMENT INC                    |                                |               |               |          |             |              |                 |
|        | I-EFT599381                           | CDW GOVERNMENT INC             | R             | 4/19/2022     |          | 225.72CR    | 098767       |                 |
|        | I-V260429                             | CDW GOVERNMENT INC             | R             | 4/19/2022     |          | 37.73CR     | 098767       |                 |
|        | I-V268774                             | CDW GOVERNMENT INC             | R             | 4/19/2022     |          | 1,271.52CR  | 098767       | 1,534.97        |

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| 8443   | CINTAS                         |                                |               |               |          |            |              |                 |
|        | I-4110412392                   | CINTAS                         | R             | 4/19/2022     |          | 70.58CR    | 098768       |                 |
|        | I-4113155215                   | CINTAS                         | R             | 4/19/2022     |          | 38.85CR    | 098768       |                 |
|        | I-4113848514                   | CINTAS                         | R             | 4/19/2022     |          | 38.85CR    | 098768       |                 |
|        | I-4114546621                   | CINTAS                         | R             | 4/19/2022     |          | 69.76CR    | 098768       | 218.04          |
| 2708   | CLEANING SOLUTION SERVICES INC |                                |               |               |          |            |              |                 |
|        | I-22194                        | CLEANING SOLUTION SERVICES INC | R             | 4/19/2022     |          | 690.00CR   | 098769       |                 |
|        | I-22203                        | CLEANING SOLUTION SERVICES INC | R             | 4/19/2022     |          | 1,436.94CR | 098769       |                 |
|        | I-22204                        | CLEANING SOLUTION SERVICES INC | R             | 4/19/2022     |          | 1,758.93CR | 098769       |                 |
|        | I-22209                        | CLEANING SOLUTION SERVICES INC | R             | 4/19/2022     |          | 2,218.50CR | 098769       | 6,104.37        |
| 7997   | COMPLETE OFFICE                |                                |               |               |          |            |              |                 |
|        | I-AR39955                      | COMPLETE OFFICE                | R             | 4/19/2022     |          | 62.00CR    | 098770       |                 |
|        | I-AR39956                      | COMPLETE OFFICE                | R             | 4/19/2022     |          | 73.17CR    | 098770       |                 |
|        | I-AR39957                      | COMPLETE OFFICE                | R             | 4/19/2022     |          | 31.76CR    | 098770       |                 |
|        | I-AR39958                      | COMPLETE OFFICE                | R             | 4/19/2022     |          | 58.78CR    | 098770       | 225.71          |
| 7782   | CONWAY SHIELD                  |                                |               |               |          |            |              |                 |
|        | I-489578                       | CONWAY SHIELD                  | R             | 4/19/2022     |          | 260.94CR   | 098771       | 260.94          |
| 7639   | CORE & MAIN LP                 |                                |               |               |          |            |              |                 |
|        | I-Q600877                      | CORE & MAIN LP                 | R             | 4/19/2022     |          | 2,030.00CR | 098772       |                 |
|        | I-Q659523                      | CORE & MAIN LP                 | R             | 4/19/2022     |          | 2,904.56CR | 098772       | 4,934.56        |
| 8740   | CUMMINS SALES AND SERVICE      |                                |               |               |          |            |              |                 |
|        | I-F4-7567                      | CUMMINS SALES AND SERVICE      | R             | 4/19/2022     |          | 943.33CR   | 098773       | 943.33          |
| 8027   | CURB N DECOR LLC               |                                |               |               |          |            |              |                 |
|        | I-22-849                       | CURB N DECOR LLC               | R             | 4/19/2022     |          | 210.00CR   | 098774       | 210.00          |
| 1302   | DE KEYSER CONST CO INC         |                                |               |               |          |            |              |                 |
|        | I-2100-187                     | DE KEYSER CONST CO INC         | R             | 4/19/2022     |          | 7,616.44CR | 098775       | 7,616.44        |
| 7769   | DE PERE FIRE DEPT              |                                |               |               |          |            |              |                 |
|        | I-202204142909                 | DE PERE FIRE DEPT              | R             | 4/19/2022     |          | 356.34CR   | 098776       | 356.34          |
| 2925   | DE PERE OPTIMIST CLUB          |                                |               |               |          |            |              |                 |
|        | I-202204142910                 | DE PERE OPTIMIST CLUB          | R             | 4/19/2022     |          | 29.00CR    | 098777       | 29.00           |
| 0075   | DIGGERS HOTLINE INC            |                                |               |               |          |            |              |                 |
|        | I-220 3 36401                  | DIGGERS HOTLINE INC            | R             | 4/19/2022     |          | 354.38CR   | 098778       | 354.38          |

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|--------|--------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------------|----------|-------------------------------------------------------------------|----------------------------------------------------------|----------------------------|
| 0085   | EMERGENCY MEDICAL PRODUCTS INC<br>I-2327919                                                                  | EMERGENCY MEDICAL PRODUCTS INC                                                               | R                          | 4/19/2022                                                                  |          | 183.76CR                                                          | 098779                                                   | 183.76                     |
| 0086   | ERC INC<br>I-ERC-0422-1075                                                                                   | ERC INC                                                                                      | R                          | 4/19/2022                                                                  |          | 494.45CR                                                          | 098780                                                   | 494.45                     |
| 7422   | EXCEL UNDERGROUND LLC<br>I-9639                                                                              | EXCEL UNDERGROUND LLC                                                                        | R                          | 4/19/2022                                                                  |          | 2,900.93CR                                                        | 098781                                                   | 2,900.93                   |
| 5125   | FEDERAL SIGNAL CORP - SSG<br>I-7998185                                                                       | FEDERAL SIGNAL CORP - SSG                                                                    | R                          | 4/19/2022                                                                  |          | 6,121.59CR                                                        | 098782                                                   | 6,121.59                   |
| 0331   | FERGUSON WATERWORKS #1476 INC<br>I-355258                                                                    | FERGUSON WATERWORKS #1476 INC                                                                | R                          | 4/19/2022                                                                  |          | 14,400.00CR                                                       | 098783                                                   | 14,400.00                  |
| 0200   | FIRST SUPPLY LLC<br>I-13021210-00<br>I-13134810-00                                                           | FIRST SUPPLY LLC<br>FIRST SUPPLY LLC                                                         | R<br>R                     | 4/19/2022<br>4/19/2022                                                     |          | 51.21CR<br>156.60CR                                               | 098784<br>098784                                         | <br>207.81                 |
| 0097   | FIVE ALARM INC<br>I-202204142911                                                                             | FIVE ALARM INC                                                                               | R                          | 4/19/2022                                                                  |          | 476.00CR                                                          | 098785                                                   | 476.00                     |
| 1068   | FOX VALLEY TRUCK & BODY INC<br>I-55976                                                                       | FOX VALLEY TRUCK & BODY INC                                                                  | R                          | 4/19/2022                                                                  |          | 359.70CR                                                          | 098786                                                   | 359.70                     |
| 7767   | FREEDOM OVERHEAD DOORS<br>I-44536<br>I-44582                                                                 | FREEDOM OVERHEAD DOORS<br>FREEDOM OVERHEAD DOORS                                             | R<br>R                     | 4/19/2022<br>4/19/2022                                                     |          | 605.00CR<br>1,100.00CR                                            | 098787<br>098787                                         | <br>1,705.00               |
| 2544   | GLOBAL RECOGNITION INC<br>I-213489                                                                           | GLOBAL RECOGNITION INC                                                                       | R                          | 4/19/2022                                                                  |          | 90.00CR                                                           | 098788                                                   | 90.00                      |
| 0116   | GRAINGER INC<br>I-9238202106<br>I-9248740129<br>I-9260188322<br>I-9263788466<br>I-9269873767<br>I-9275235522 | GRAINGER INC<br>GRAINGER INC<br>GRAINGER INC<br>GRAINGER INC<br>GRAINGER INC<br>GRAINGER INC | R<br>R<br>R<br>R<br>R<br>R | 4/19/2022<br>4/19/2022<br>4/19/2022<br>4/19/2022<br>4/19/2022<br>4/19/2022 |          | 13.38CR<br>543.31CR<br>160.98CR<br>18.48CR<br>122.74CR<br>15.53CR | 098789<br>098789<br>098789<br>098789<br>098789<br>098789 | <br><br><br><br><br>874.42 |
| 7764   | GREAT AMERICA FINANCIAL SVCS<br>I-31344367                                                                   | GREAT AMERICA FINANCIAL SVCS                                                                 | R                          | 4/19/2022                                                                  |          | 1,595.00CR                                                        | 098790                                                   | 1,595.00                   |

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| 6608   | TRISTA GROTH<br>I-202204142912                                                                                        | TRISTA GROTH                                                                                                                                       | R                          | 4/19/2022                                                                  |          | 26.50CR                                                                 | 098791                                                   | 26.50                        |
| 2947   | MATTHEW GUTH<br>I-202204142913                                                                                        | MATTHEW GUTH                                                                                                                                       | R                          | 4/19/2022                                                                  |          | 107.49CR                                                                | 098792                                                   | 107.49                       |
| 4902   | HALRON LUBRICANTS INC<br>C-1307343-00<br>I-1305680-00<br>I-1306835-00<br>I-1307002-00<br>I-1307460-00<br>I-1310517-00 | HALRON LUBRICANTS INC<br>HALRON LUBRICANTS INC<br>HALRON LUBRICANTS INC<br>HALRON LUBRICANTS INC<br>HALRON LUBRICANTS INC<br>HALRON LUBRICANTS INC | R<br>R<br>R<br>R<br>R<br>R | 4/19/2022<br>4/19/2022<br>4/19/2022<br>4/19/2022<br>4/19/2022<br>4/19/2022 |          | 20.00<br>174.15CR<br>2,685.40CR<br>1,531.20CR<br>561.72CR<br>2,001.15CR | 098793<br>098793<br>098793<br>098793<br>098793<br>098793 | <br><br><br><br><br>6,933.62 |
| 0446   | HAWKINS INC<br>I-6148225                                                                                              | HAWKINS INC                                                                                                                                        | R                          | 4/19/2022                                                                  |          | 4,073.19CR                                                              | 098794                                                   | 4,073.19                     |
| 5484   | HYDROCORP INC<br>I-66229-IN<br>I-66544-IN                                                                             | HYDROCORP INC<br>HYDROCORP INC                                                                                                                     | R<br>R                     | 4/19/2022<br>4/19/2022                                                     |          | 2,787.00CR<br>135.00CR                                                  | 098795<br>098795                                         | <br>2,922.00                 |
| 6342   | IDEA DINER<br>I-202204142914<br>I-40015622                                                                            | IDEA DINER<br>IDEA DINER                                                                                                                           | R<br>R                     | 4/19/2022<br>4/19/2022                                                     |          | 70.00CR<br>80.00CR                                                      | 098796<br>098796                                         | <br>150.00                   |
| 1399   | INDOFF INC<br>I-3554666<br>I-3556684<br>I-3556685<br>I-3556950<br>I-3557996                                           | INDOFF INC<br>INDOFF INC<br>INDOFF INC<br>INDOFF INC<br>INDOFF INC                                                                                 | R<br>R<br>R<br>R<br>R      | 4/19/2022<br>4/19/2022<br>4/19/2022<br>4/19/2022<br>4/19/2022              |          | 105.38CR<br>307.44CR<br>23.65CR<br>39.37CR<br>47.20CR                   | 098797<br>098797<br>098797<br>098797<br>098797           | <br><br><br><br>523.04       |
| 0362   | JOHNSON CONTROLS FIRE PROTECTION LP<br>I-22829481                                                                     | JOHNSON CONTROLS FIRE PROTECTI                                                                                                                     | R                          | 4/19/2022                                                                  |          | 2,616.00CR                                                              | 098798                                                   | 2,616.00                     |
| 8364   | JOHNSTONE SUPPLY<br>I-6033776                                                                                         | JOHNSTONE SUPPLY                                                                                                                                   | R                          | 4/19/2022                                                                  |          | 39.45CR                                                                 | 098799                                                   | 39.45                        |
| 2602   | JOSSART BROTHERS INC<br>I-21-11 (2)<br>I-2661<br>I-2669                                                               | JOSSART BROTHERS INC<br>JOSSART BROTHERS INC<br>JOSSART BROTHERS INC<br>JOSSART BROTHERS INC                                                       | R<br>R<br>R<br>R           | 4/19/2022<br>4/19/2022<br>4/19/2022<br>4/19/2022                           |          | 692,799.02CR<br>5,821.75CR<br>3,470.50CR                                | 098800<br>098800<br>098800                               | <br><br>702,091.27           |

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| 1276   | JX ENTERPRISES INC        |                           |               |               |          |            |              |                 |
|        | I-14198577P               | JX ENTERPRISES INC        | R             | 4/19/2022     |          | 19.95CR    | 098801       |                 |
|        | I-14201772P               | JX ENTERPRISES INC        | R             | 4/19/2022     |          | 117.96CR   | 098801       |                 |
|        | I-14203631P               | JX ENTERPRISES INC        | R             | 4/19/2022     |          | 13.64CR    | 098801       |                 |
|        | I-14205527P               | JX ENTERPRISES INC        | R             | 4/19/2022     |          | 33.08CR    | 098801       |                 |
|        | I-14207137P               | JX ENTERPRISES INC        | R             | 4/19/2022     |          | 22.94CR    | 098801       |                 |
|        | I-14207138P               | JX ENTERPRISES INC        | R             | 4/19/2022     |          | 77.82CR    | 098801       |                 |
|        | I-14207829P               | JX ENTERPRISES INC        | R             | 4/19/2022     |          | 113.54CR   | 098801       |                 |
|        | I-14208168P               | JX ENTERPRISES INC        | R             | 4/19/2022     |          | 38.92CR    | 098801       |                 |
|        | I-14208169P               | JX ENTERPRISES INC        | R             | 4/19/2022     |          | 42.42CR    | 098801       |                 |
|        | I-14208434P               | JX ENTERPRISES INC        | R             | 4/19/2022     |          | 1,135.84CR | 098801       |                 |
|        | I-14208735P               | JX ENTERPRISES INC        | R             | 4/19/2022     |          | 102.71CR   | 098801       |                 |
|        | I-14208826P               | JX ENTERPRISES INC        | R             | 4/19/2022     |          | 17.59CR    | 098801       |                 |
|        | I-14209176P               | JX ENTERPRISES INC        | R             | 4/19/2022     |          | 356.76CR   | 098801       |                 |
|        | I-14209238P               | JX ENTERPRISES INC        | R             | 4/19/2022     |          | 67.83CR    | 098801       |                 |
|        | I-14210064P               | JX ENTERPRISES INC        | R             | 4/19/2022     |          | 610.48CR   | 098801       |                 |
|        | I-14210301P               | JX ENTERPRISES INC        | R             | 4/19/2022     |          | 137.44CR   | 098801       |                 |
|        | I-14210322P               | JX ENTERPRISES INC        | R             | 4/19/2022     |          | 84.11CR    | 098801       |                 |
|        | I-14210349P               | JX ENTERPRISES INC        | R             | 4/19/2022     |          | 357.98CR   | 098801       |                 |
|        | I-14210657P               | JX ENTERPRISES INC        | R             | 4/19/2022     |          | 1,260.38CR | 098801       | 4,611.39        |
| *VOID* | VOID CHECK                |                           | V             | 4/19/2022     |          |            | 098802       | **VOID**        |
| 3140   | KUNDINGER FLUID POWER INC |                           |               |               |          |            |              |                 |
|        | I-50688299                | KUNDINGER FLUID POWER INC | R             | 4/19/2022     |          | 412.30CR   | 098803       |                 |
|        | I-50688300                | KUNDINGER FLUID POWER INC | R             | 4/19/2022     |          | 637.72CR   | 098803       | 1,050.02        |
| 0153   | LA FORCE INC              |                           |               |               |          |            |              |                 |
|        | I-1187113                 | LA FORCE INC              | R             | 4/19/2022     |          | 429.00CR   | 098804       |                 |
|        | I-1188265                 | LA FORCE INC              | R             | 4/19/2022     |          | 14.56CR    | 098804       | 443.56          |
| 4585   | LAMP RECYCLERS INC        |                           |               |               |          |            |              |                 |
|        | I-116331                  | LAMP RECYCLERS INC        | R             | 4/19/2022     |          | 178.62CR   | 098805       |                 |
|        | I-116334                  | LAMP RECYCLERS INC        | R             | 4/19/2022     |          | 154.18CR   | 098805       | 332.80          |
| 4617   | LANGUAGE LINE SERVICES    |                           |               |               |          |            |              |                 |
|        | I-10467345                | LANGUAGE LINE SERVICES    | R             | 4/19/2022     |          | 36.55CR    | 098806       | 36.55           |
| 2044   | LIGHTHOUSE TITLE INC      |                           |               |               |          |            |              |                 |
|        | I-202204142915            | LIGHTHOUSE TITLE INC      | R             | 4/19/2022     |          | 75.00CR    | 098807       |                 |
|        | I-202204142916            | LIGHTHOUSE TITLE INC      | R             | 4/19/2022     |          | 125.00CR   | 098807       |                 |
|        | I-202204142917            | LIGHTHOUSE TITLE INC      | R             | 4/19/2022     |          | 75.00CR    | 098807       |                 |
|        | I-202204142918            | LIGHTHOUSE TITLE INC      | R             | 4/19/2022     |          | 75.00CR    | 098807       |                 |
|        | I-202204142919            | LIGHTHOUSE TITLE INC      | R             | 4/19/2022     |          | 125.00CR   | 098807       | 475.00          |

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| 7444   | SARA LORNSON<br>I-202204142920        | SARA LORNSON               | R             | 4/19/2022     |          | 435.04CR   | 098808       | 435.04          |
| 7446   | MACQUEEN EQUIPMENT GROUP<br>I-W03285  | MACQUEEN EQUIPMENT GROUP   | R             | 4/19/2022     |          | 5,082.93CR | 098809       | 5,082.93        |
| 0173   | MENARDS INC                           |                            |               |               |          |            |              |                 |
|        | I-95774                               | MENARDS INC                | R             | 4/19/2022     |          | 119.80CR   | 098810       |                 |
|        | I-95969                               | MENARDS INC                | R             | 4/19/2022     |          | 331.89CR   | 098810       |                 |
|        | I-95991                               | MENARDS INC                | R             | 4/19/2022     |          | 17.13CR    | 098810       |                 |
|        | I-96031                               | MENARDS INC                | R             | 4/19/2022     |          | 22.44CR    | 098810       |                 |
|        | I-96090                               | MENARDS INC                | R             | 4/19/2022     |          | 119.74CR   | 098810       |                 |
|        | I-96298                               | MENARDS INC                | R             | 4/19/2022     |          | 39.97CR    | 098810       |                 |
|        | I-96324                               | MENARDS INC                | R             | 4/19/2022     |          | 36.98CR    | 098810       |                 |
|        | I-96331                               | MENARDS INC                | R             | 4/19/2022     |          | 68.98CR    | 098810       |                 |
|        | I-96335                               | MENARDS INC                | R             | 4/19/2022     |          | 138.53CR   | 098810       |                 |
|        | I-96360                               | MENARDS INC                | R             | 4/19/2022     |          | 114.99CR   | 098810       |                 |
|        | I-96370                               | MENARDS INC                | R             | 4/19/2022     |          | 66.43CR    | 098810       |                 |
|        | I-96383                               | MENARDS INC                | R             | 4/19/2022     |          | 297.98CR   | 098810       |                 |
|        | I-96729                               | MENARDS INC                | R             | 4/19/2022     |          | 179.98CR   | 098810       | 1,554.84        |
| 7359   | MIRSBERGER SALES & SERVICE<br>I-32146 | MIRSBERGER SALES & SERVICE | R             | 4/19/2022     |          | 1,020.60CR | 098811       | 1,020.60        |
| 8431   | MULTI MEDIA CHANNELS LLC              |                            |               |               |          |            |              |                 |
|        | I-41082                               | MULTI MEDIA CHANNELS LLC   | R             | 4/19/2022     |          | 245.04CR   | 098812       |                 |
|        | I-IN60003B                            | MULTI MEDIA CHANNELS LLC   | R             | 4/19/2022     |          | 134.35CR   | 098812       |                 |
|        | I-IN60988B                            | MULTI MEDIA CHANNELS LLC   | R             | 4/19/2022     |          | 53.74CR    | 098812       |                 |
|        | I-IN64267                             | MULTI MEDIA CHANNELS LLC   | R             | 4/19/2022     |          | 75.00CR    | 098812       |                 |
|        | I-IN65524                             | MULTI MEDIA CHANNELS LLC   | R             | 4/19/2022     |          | 136.73CR   | 098812       |                 |
|        | I-IN66568                             | MULTI MEDIA CHANNELS LLC   | R             | 4/19/2022     |          | 61.05CR    | 098812       | 705.91          |
| 7869   | NCLED<br>I-1655                       | NCLED                      | R             | 4/19/2022     |          | 3,520.00CR | 098813       | 3,520.00        |
| 1947   | NEVCO INC<br>I-199948                 | NEVCO INC                  | R             | 4/19/2022     |          | 99.62CR    | 098814       | 99.62           |
| 0531   | NORTHEAST AUTO PARTS INC              |                            |               |               |          |            |              |                 |
|        | C-365195                              | NORTHEAST AUTO PARTS INC   | R             | 4/19/2022     |          | 145.70     | 098815       |                 |
|        | C-365497                              | NORTHEAST AUTO PARTS INC   | R             | 4/19/2022     |          | 89.02      | 098815       |                 |
|        | I-364232                              | NORTHEAST AUTO PARTS INC   | R             | 4/19/2022     |          | 16.90CR    | 098815       |                 |
|        | I-364547                              | NORTHEAST AUTO PARTS INC   | R             | 4/19/2022     |          | 34.98CR    | 098815       |                 |
|        | I-364711                              | NORTHEAST AUTO PARTS INC   | R             | 4/19/2022     |          | 43.48CR    | 098815       |                 |
|        | I-364721                              | NORTHEAST AUTO PARTS INC   | R             | 4/19/2022     |          | 59.04CR    | 098815       |                 |
|        | I-364766                              | NORTHEAST AUTO PARTS INC   | R             | 4/19/2022     |          | 44.88CR    | 098815       |                 |
|        | I-364774                              | NORTHEAST AUTO PARTS INC   | R             | 4/19/2022     |          | 22.92CR    | 098815       |                 |
|        | I-364836                              | NORTHEAST AUTO PARTS INC   | R             | 4/19/2022     |          | 147.24CR   | 098815       |                 |
|        | I-364880                              | NORTHEAST AUTO PARTS INC   | R             | 4/19/2022     |          | 37.56CR    | 098815       |                 |
|        | I-364881                              | NORTHEAST AUTO PARTS INC   | R             | 4/19/2022     |          | 134.64CR   | 098815       |                 |
|        | I-364928                              | NORTHEAST AUTO PARTS INC   | R             | 4/19/2022     |          | 18.82CR    | 098815       |                 |
|        | I-364929                              | NORTHEAST AUTO PARTS INC   | R             | 4/19/2022     |          | 116.71CR   | 098815       |                 |

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|        | I-364930                     | NORTHEAST AUTO PARTS INC     | R             | 4/19/2022     |          | 50.62CR    | 098815       |                 |
|        | I-365058                     | NORTHEAST AUTO PARTS INC     | R             | 4/19/2022     |          | 501.67CR   | 098815       |                 |
|        | I-365124                     | NORTHEAST AUTO PARTS INC     | R             | 4/19/2022     |          | 118.08CR   | 098815       |                 |
|        | I-365135                     | NORTHEAST AUTO PARTS INC     | R             | 4/19/2022     |          | 6.28CR     | 098815       |                 |
|        | I-365143                     | NORTHEAST AUTO PARTS INC     | R             | 4/19/2022     |          | 37.78CR    | 098815       |                 |
|        | I-365193                     | NORTHEAST AUTO PARTS INC     | R             | 4/19/2022     |          | 140.03CR   | 098815       |                 |
|        | I-365208                     | NORTHEAST AUTO PARTS INC     | R             | 4/19/2022     |          | 12.20CR    | 098815       |                 |
|        | I-365250                     | NORTHEAST AUTO PARTS INC     | R             | 4/19/2022     |          | 7.32CR     | 098815       |                 |
|        | I-365274                     | NORTHEAST AUTO PARTS INC     | R             | 4/19/2022     |          | 13.96CR    | 098815       |                 |
|        | I-365323                     | NORTHEAST AUTO PARTS INC     | R             | 4/19/2022     |          | 38.63CR    | 098815       |                 |
|        | I-365327                     | NORTHEAST AUTO PARTS INC     | R             | 4/19/2022     |          | 41.49CR    | 098815       |                 |
|        | I-365346                     | NORTHEAST AUTO PARTS INC     | R             | 4/19/2022     |          | 14.00CR    | 098815       |                 |
|        | I-365354                     | NORTHEAST AUTO PARTS INC     | R             | 4/19/2022     |          | 13.22CR    | 098815       |                 |
|        | I-365410                     | NORTHEAST AUTO PARTS INC     | R             | 4/19/2022     |          | 17.00CR    | 098815       |                 |
|        | I-365461                     | NORTHEAST AUTO PARTS INC     | R             | 4/19/2022     |          | 36.80CR    | 098815       |                 |
|        | I-365539                     | NORTHEAST AUTO PARTS INC     | R             | 4/19/2022     |          | 12.56CR    | 098815       |                 |
|        | I-365692                     | NORTHEAST AUTO PARTS INC     | R             | 4/19/2022     |          | 32.58CR    | 098815       | 1,536.67        |
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| *VOID* | VOID CHECK                   |                              | V             | 4/19/2022     |          |            | 098817       | **VOID**        |
| 8327   | OSBURN ASSOCIATES INC        |                              |               |               |          |            |              |                 |
|        | I-291871                     | OSBURN ASSOCIATES INC        | R             | 4/19/2022     |          | 345.75CR   | 098818       |                 |
|        | I-292076                     | OSBURN ASSOCIATES INC        | R             | 4/19/2022     |          | 2,542.50CR | 098818       | 2,888.25        |
| 0499   | PACK AND SHIP LLC            |                              |               |               |          |            |              |                 |
|        | I-202204142921               | PACK AND SHIP LLC            | R             | 4/19/2022     |          | 35.99CR    | 098819       |                 |
|        | I-202204142922               | PACK AND SHIP LLC            | R             | 4/19/2022     |          | 16.52CR    | 098819       | 52.51           |
| 0197   | PACKER CITY INTL TRUCKS INC  |                              |               |               |          |            |              |                 |
|        | I-X101156355:01              | PACKER CITY INTL TRUCKS INC  | R             | 4/19/2022     |          | 55.96CR    | 098820       |                 |
|        | I-X101156719:01              | PACKER CITY INTL TRUCKS INC  | R             | 4/19/2022     |          | 55.96CR    | 098820       |                 |
|        | I-X101157133:01              | PACKER CITY INTL TRUCKS INC  | R             | 4/19/2022     |          | 55.96CR    | 098820       |                 |
|        | I-X101157209:01              | PACKER CITY INTL TRUCKS INC  | R             | 4/19/2022     |          | 55.96CR    | 098820       | 223.84          |
| 1331   | PACKER FASTENER & SUPPLY INC |                              |               |               |          |            |              |                 |
|        | I-678739                     | PACKER FASTENER & SUPPLY INC | R             | 4/19/2022     |          | 4.06CR     | 098821       |                 |
|        | I-678769                     | PACKER FASTENER & SUPPLY INC | R             | 4/19/2022     |          | 1.37CR     | 098821       |                 |
|        | I-679546                     | PACKER FASTENER & SUPPLY INC | R             | 4/19/2022     |          | 16.38CR    | 098821       |                 |
|        | I-679555                     | PACKER FASTENER & SUPPLY INC | R             | 4/19/2022     |          | 10.25CR    | 098821       |                 |
|        | I-681024                     | PACKER FASTENER & SUPPLY INC | R             | 4/19/2022     |          | 95.74CR    | 098821       |                 |
|        | I-681093                     | PACKER FASTENER & SUPPLY INC | R             | 4/19/2022     |          | 60.12CR    | 098821       |                 |
|        | I-683241                     | PACKER FASTENER & SUPPLY INC | R             | 4/19/2022     |          | 61.77CR    | 098821       |                 |
|        | I-683550                     | PACKER FASTENER & SUPPLY INC | R             | 4/19/2022     |          | 12.39CR    | 098821       | 262.08          |



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| VENDOR | NAME / I.D.                                                                     | DESC                                                                                                     | CHECK<br>TYPE    | CHECK<br>DATE                                    | DISCOUNT | AMOUNT                                     | CHECK<br>NO#                         | CHECK<br>AMOUNT    |
|--------|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|------------------|--------------------------------------------------|----------|--------------------------------------------|--------------------------------------|--------------------|
| 7935   | ANDREW PANTZLAFF<br>I-202204142923                                              | ANDREW PANTZLAFF                                                                                         | R                | 4/19/2022                                        |          | 669.79CR                                   | 098822                               | 669.79             |
| 7929   | WALTER PAPPAS<br>I-202204142924                                                 | WALTER PAPPAS                                                                                            | R                | 4/19/2022                                        |          | 128.17CR                                   | 098823                               | 128.17             |
| 4159   | POLLARDWATER<br>C-202204142925<br>I-203350<br>I-210805                          | POLLARDWATER<br>POLLARDWATER<br>POLLARDWATER                                                             | R<br>R<br>R      | 4/19/2022<br>4/19/2022<br>4/19/2022              |          | 972.69<br>499.90CR<br>744.88CR             | 098824<br>098824<br>098824           | <br><br>272.09     |
| 8767   | POLY-TECH AMERICA LLC<br>I-4497                                                 | POLY-TECH AMERICA LLC                                                                                    | R                | 4/19/2022                                        |          | 1,800.79CR                                 | 098825                               | 1,800.79           |
| 0208   | POMP'S TIRE SERVICE INC<br>I-90075643<br>I-90076850<br>I-90076934<br>I-90077024 | POMP'S TIRE SERVICE INC<br>POMP'S TIRE SERVICE INC<br>POMP'S TIRE SERVICE INC<br>POMP'S TIRE SERVICE INC | R<br>R<br>R<br>R | 4/19/2022<br>4/19/2022<br>4/19/2022<br>4/19/2022 |          | 229.66CR<br>91.75CR<br>354.66CR<br>36.80CR | 098826<br>098826<br>098826<br>098826 | <br><br><br>712.87 |
| 1246   | PREVEA HEALTH<br>I-137091                                                       | PREVEA HEALTH                                                                                            | R                | 4/19/2022                                        |          | 494.90CR                                   | 098827                               | 494.90             |
| 6948   | RAY'S TIRE<br>I-1022980<br>I-1023082                                            | RAY'S TIRE<br>RAY'S TIRE                                                                                 | R<br>R           | 4/19/2022<br>4/19/2022                           |          | 4,675.00CR<br>435.86CR                     | 098828<br>098828                     | <br>5,110.86       |
| 0227   | REINDERS INC<br>I-6007065-01                                                    | REINDERS INC                                                                                             | R                | 4/19/2022                                        |          | 136.26CR                                   | 098829                               | 136.26             |
| 0228   | RENT A FLASH OF WISCONSIN INC<br>I-79888<br>I-79889                             | RENT A FLASH OF WISCONSIN INC<br>RENT A FLASH OF WISCONSIN INC                                           | R<br>R           | 4/19/2022<br>4/19/2022                           |          | 875.50CR<br>3,198.35CR                     | 098830<br>098830                     | <br>4,073.85       |
| 8746   | RK GRAPHICS<br>I-52032                                                          | RK GRAPHICS                                                                                              | R                | 4/19/2022                                        |          | 218.00CR                                   | 098831                               | 218.00             |
| 0222   | RNOW INC<br>I-2022-62085<br>I-2022-62113<br>I-2022-62145                        | RNOW INC<br>RNOW INC<br>RNOW INC                                                                         | R<br>R<br>R      | 4/19/2022<br>4/19/2022<br>4/19/2022              |          | 409.41CR<br>371.78CR<br>35.30CR            | 098832<br>098832<br>098832           | <br><br>816.49     |

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| VENDOR | NAME / I.D.                   | DESC                          | CHECK<br>TYPE | CHECK<br>DATE | DISCOUNT | AMOUNT      | CHECK<br>NO# | CHECK<br>AMOUNT |
|--------|-------------------------------|-------------------------------|---------------|---------------|----------|-------------|--------------|-----------------|
| 0158   | ROBERT E LEE & ASSOCIATES INC |                               |               |               |          |             |              |                 |
|        | I-202204142927                | ROBERT E LEE & ASSOCIATES INC | R             | 4/19/2022     |          | 67.20CR     | 098833       |                 |
|        | I-81620                       | ROBERT E LEE & ASSOCIATES INC | R             | 4/19/2022     |          | 3,805.00CR  | 098833       |                 |
|        | I-81642                       | ROBERT E LEE & ASSOCIATES INC | R             | 4/19/2022     |          | 404.75CR    | 098833       |                 |
|        | I-81643                       | ROBERT E LEE & ASSOCIATES INC | R             | 4/19/2022     |          | 398.75CR    | 098833       |                 |
|        | I-81644                       | ROBERT E LEE & ASSOCIATES INC | R             | 4/19/2022     |          | 1,151.50CR  | 098833       |                 |
|        | I-81645                       | ROBERT E LEE & ASSOCIATES INC | R             | 4/19/2022     |          | 18,819.58CR | 098833       |                 |
|        | I-81646                       | ROBERT E LEE & ASSOCIATES INC | R             | 4/19/2022     |          | 12,713.86CR | 098833       |                 |
|        | I-81647                       | ROBERT E LEE & ASSOCIATES INC | R             | 4/19/2022     |          | 754.77CR    | 098833       |                 |
|        | I-81648                       | ROBERT E LEE & ASSOCIATES INC | R             | 4/19/2022     |          | 595.55CR    | 098833       |                 |
|        | I-81649                       | ROBERT E LEE & ASSOCIATES INC | R             | 4/19/2022     |          | 5,511.00CR  | 098833       | 44,221.96       |
| 6380   | ROCK OIL REFINING INC         |                               |               |               |          |             |              |                 |
|        | I-308510                      | ROCK OIL REFINING INC         | R             | 4/19/2022     |          | 145.00CR    | 098834       | 145.00          |
| 7492   | SATOR SPORTS INC              |                               |               |               |          |             |              |                 |
|        | I-484795A                     | SATOR SPORTS INC              | R             | 4/19/2022     |          | 1,019.60CR  | 098835       | 1,019.60        |
| 7762   | SMITHGROUP INC                |                               |               |               |          |             |              |                 |
|        | I-161264                      | SMITHGROUP INC                | R             | 4/19/2022     |          | 5,100.00CR  | 098836       | 5,100.00        |
| 3378   | STRYKER SALES CORP            |                               |               |               |          |             |              |                 |
|        | I-3707739M                    | STRYKER SALES CORP            | R             | 4/19/2022     |          | 274.17CR    | 098837       |                 |
|        | I-3709294M                    | STRYKER SALES CORP            | R             | 4/19/2022     |          | 106.99CR    | 098837       | 381.16          |
| 0268   | TRUCK EQUIPMENT INC           |                               |               |               |          |             |              |                 |
|        | I-996147-00                   | TRUCK EQUIPMENT INC           | R             | 4/19/2022     |          | 25.05CR     | 098838       |                 |
|        | I-996279-00                   | TRUCK EQUIPMENT INC           | R             | 4/19/2022     |          | 28.68CR     | 098838       |                 |
|        | I-996705-00                   | TRUCK EQUIPMENT INC           | R             | 4/19/2022     |          | 116.83CR    | 098838       |                 |
|        | I-996714-00                   | TRUCK EQUIPMENT INC           | R             | 4/19/2022     |          | 7.76CR      | 098838       | 178.32          |
| 0272   | UNIFORM SHOPPE INC            |                               |               |               |          |             |              |                 |
|        | I-308249                      | UNIFORM SHOPPE INC            | R             | 4/19/2022     |          | 975.00CR    | 098839       | 975.00          |
| 1229   | UTILITY SALES AND SERVICE INC |                               |               |               |          |             |              |                 |
|        | I-210367-IN                   | UTILITY SALES AND SERVICE INC | R             | 4/19/2022     |          | 128.42CR    | 098840       | 128.42          |
| 8768   | V H BLACKINTON CO INC         |                               |               |               |          |             |              |                 |
|        | I-3067060                     | V H BLACKINTON CO INC         | R             | 4/19/2022     |          | 12.00CR     | 098841       | 12.00           |
| 0277   | VAN'S FIRE & SAFETY INC       |                               |               |               |          |             |              |                 |
|        | I-4157299                     | VAN'S FIRE & SAFETY INC       | R             | 4/19/2022     |          | 452.28CR    | 098842       | 452.28          |

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BANK : AP ASSOCIATED

| VENDOR | NAME / I.D.            | DESC                   | CHECK<br>TYPE | CHECK<br>DATE | DISCOUNT | AMOUNT   | CHECK<br>NO# | CHECK<br>AMOUNT |
|--------|------------------------|------------------------|---------------|---------------|----------|----------|--------------|-----------------|
| 3707   | VIKING ELECTRIC SUPPLY |                        |               |               |          |          |              |                 |
|        | I-S005664719.001       | VIKING ELECTRIC SUPPLY | R             | 4/19/2022     |          | 185.22CR | 098843       | 185.22          |
| 1798   | VILLA REAL             |                        |               |               |          |          |              |                 |
|        | I-LC-1-48610           | VILLA REAL             | R             | 4/19/2022     |          | 69.90CR  | 098844       | 69.90           |
| 2645   | WI DEPT OF JUSTICE     |                        |               |               |          |          |              |                 |
|        | I-202204142926         | WI DEPT OF JUSTICE     | R             | 4/19/2022     |          | 105.00CR | 098845       | 105.00          |
| 7710   | WI HUMANE SOCIETY      |                        |               |               |          |          |              |                 |
|        | I-2243                 | WI HUMANE SOCIETY      | R             | 4/19/2022     |          | 442.50CR | 098846       | 442.50          |

|                     |     |           |            |               |
|---------------------|-----|-----------|------------|---------------|
| * * T O T A L S * * | NO# | DISCOUNTS | CHECK AMT  | TOTAL APPLIED |
| REGULAR CHECKS:     | 99  | 0.00      | 947,680.38 | 947,680.38    |
| HANDWRITTEN CHECKS: | 0   | 0.00      | 0.00       | 0.00          |
| PRE-WRITE CHECKS:   | 0   | 0.00      | 0.00       | 0.00          |
| DRAFTS:             | 0   | 0.00      | 0.00       | 0.00          |
| VOID CHECKS:        | 3   | 0.00      | 0.00       | 0.00          |
| NON CHECKS:         | 0   | 0.00      | 0.00       | 0.00          |
| CORRECTIONS:        | 0   | 0.00      | 0.00       | 0.00          |
| REGISTER TOTALS:    | 102 | 0.00      | 947,680.38 | 947,680.38    |

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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| VENDOR | NAME / I.D. | DESC | CHECK<br>TYPE | CHECK<br>DATE | DISCOUNT | AMOUNT | CHECK<br>NO# | CHECK<br>AMOUNT |
|--------|-------------|------|---------------|---------------|----------|--------|--------------|-----------------|
|--------|-------------|------|---------------|---------------|----------|--------|--------------|-----------------|

## \*\* POSTING PERIOD RECAP \*\*

| FUND  | PERIOD | AMOUNT       |
|-------|--------|--------------|
| 100   | 4/2022 | 126,152.32CR |
| 201   | 4/2022 | 23,606.64CR  |
| 208   | 4/2022 | 45.92CR      |
| 260   | 4/2022 | 256.00CR     |
| 285   | 4/2022 | 4,581.74CR   |
| 290   | 4/2022 | 3,045.50CR   |
| 291   | 4/2022 | 128.00CR     |
| 292   | 4/2022 | 692,972.93CR |
| 293   | 4/2022 | 128.00CR     |
| 294   | 4/2022 | 128.00CR     |
| 297   | 4/2022 | 424.18CR     |
| 405   | 4/2022 | 39,903.18CR  |
| 415   | 4/2022 | 4,691.98CR   |
| 601   | 4/2022 | 38,042.61CR  |
| 650   | 4/2022 | 13,573.38CR  |
| ===== |        |              |
| ALL   |        | 947,680.38CR |



City of De Pere, Wisconsin

**Request For Common Council Action**

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**MEETING DATE:** April 19, 2022

**DEPARTMENT:** City Clerk

**FROM:** Carey Danen

**SUBJECT:** Future agenda items.

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