



Finance/Personnel Committee

Regular Meeting

335 South Broadway
De Pere, WI 54115
www.deperewi.gov

Agenda

Tuesday, January 14, 2025

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **January 14, 2025 at 7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The Public or Members of the Finance/Personnel Committee, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means. Telephonic or electronic 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.igmp2.com/>.

I. Call to Order

1. Roll Call
2. Approval of the minutes of the December 10, 2024 Regular Meeting of the Finance/Personnel Committee.
3. Public Comment on Matters not on the Agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Finance and Personnel Committee. §6-3(f) DPMC
4. Consideration and Possible Action to Create a Senior Mechanic Position Where Employees Would Promote into Once Meeting the Qualifications.*
5. Consideration and Possible Action on WI DPH Consolidated Contract #65397 in the amount of \$18,513.*

6. Consideration and Possible Action on the routine renewal of the DATCP Memorandum of Agreement.*
7. Consideration and Possible Action to Enter Into a Contract for Demographic and Research Data with Placer Labs Inc.*
8. Consideration and Possible Action on the Award of Contract for Construction Manager at Risk (CMaR) for a public parking structure at 230 N Wisconsin St (ED-875) to Miron Construction.*
9. Consideration and Possible Action to Authorize Representatives to Declare Official Intent for Reimbursement for Federal Tax Law Purposes.*
10. Consideration and Possible Action on the City of De Pere Investment and Cash Detail, November 2024.
11. Future agenda items.
12. Adjournment.

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



Finance/Personnel Committee

Regular Meeting

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

Draft Minutes

Tuesday, December 10, 2024

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
James Boyd	Mayor	Present	
Pamela Gantz	Aldersperson	Present	
Amy Chandik Kundinger	Aldersperson	Present	
Devin Perock	Aldersperson	Present	
John Quigley	Aldersperson	Present	

Also present is City Administrator Larry Delo, City Attorney Tony Wachewicz, Development Director Dan Lindstrom, Community and Economic Development Specialist Quasan Shaw, Human Resources Director Shannon Metzler, Finance Director/Treasurer Pamela Manley, Assistant City Attorney Eric Erdman, Health Director/Officer Chrystal Woller, Police Chief Jeremy Muraski, Detective Sergeant Aaron Hanson, and Attorney Tom Sucevic of MacGillis Wiemer LLC.

2. Approval of the Minutes from November 12, 2024 Regular Meeting of the Finance/Personnel Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	John Quigley, Aldersperson
AYES:	Boyd, Gantz, Kundinger, Perock, Quigley

3. 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 Finance and Personnel Committee. §6-3(f) DPMC

None

4. Consideration and Possible Action on Health Department copier purchase and subsequent service Contract.*

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Pamela Gantz, Aldersperson
AYES:	Boyd, Gantz, Kundinger, Perock, Quigley

5. Recommendation and Possible Action to Reclassify the Senior Building Inspector.*

Development Services Director Dan Lindstrom was present to talk on this agenda item. He mentioned this is for the reclassification of the Building inspector. The Building Inspector position has been a non-managerial position in the past, however with the new budget and the new code compliance officer, we are requesting the reclassification of that role.

Human Resources Director Shannon Metzler also spoke on this item. She said that this is something we've been considering for a while. We added another position in this department, and it made sense for our structure.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Chandik Kunderling, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Boyd, Gantz, Kunderling, Perock, Quigley

6. Recommendation and Possible Action to Approve City Manager Job Description.*

Alderperson Kunderling had a question if this was just the formal approval process since this was talked about previously. It was clarified and confirmed that this is just the formal process.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Quigley, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Boyd, Gantz, Kunderling, Perock, Quigley

7. Consideration and Possible Action on revisions to De Pere Municipal Code Section 10-5 concerning Assistant City Manager and Comptroller.*

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Devin Perock, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Boyd, Gantz, Kunderling, Perock, Quigley

8. Consideration and Possible Action on Revisions to De Pere Municipal Code Section 6-3 Rules of Order concerning Consent Agenda for Common Council Meetings.*

Alderperson Quigley asked if there is a process if an individual wants to talk about one particular item to break it out. Attorney Wachewicz confirmed that to be true.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Devin Perock, Alderperson
SECONDER:	James Boyd, Mayor
AYES:	Boyd, Gantz, Kunderling, Perock, Quigley

9. Consideration and Possible Action on First Amendment to Development Agreement with Gypsum Management and Supply - Builders Court (Parcel Nos. WD-L176-1 & WD-1138).*

City Attorney Wachewicz talked about this agenda item. Amendment to a development agreement that we entered into back in May. There was a delay to a closing this past fall. They put in a request to amend certain dates in the agreement. We are in agreement of those changes and that also gives us some time to amend TID #12.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Devin Perock, Alderperson
SECONDER:	James Boyd, Mayor
AYES:	Boyd, Gantz, Kunderling, Perock, Quigley

10. Consideration and Possible Action regarding an Amendment to the "Deeper Roots - Housing Stock Improvement Program."*

Community and Economic Development Specialist Quasan Shaw was present to speak about this item. The "Deeper Roots- Housing Stock Improvement Program" was something Council approved back in 2023. We marketed it during the rock the block celebration. We have roughly only 2 loans. Only \$24,000 out in loans right now. We are making some changes from the feedback that we've received. We changed the name to the De Pere Home Improvement Loan. We took away the matching funds requirement of \$20,000, Increased the maximum loan amount to \$50,000 for homes that meet the eligibility requirements, Increase interest rate to 1.5 percentage points below the 10-year treasury note rate, Increase the income limit to 120% of the County Median Income, and allow for the applicant to use up to 30% of funds for interior remodeling projects as part of the loan.

Mayor Boyd asked about the reach out and how we can spread the word about this Home Improvement Loan. He asked about going to banks or realtors. Shaw responded that we have run a lot on social media, ads, contacted our partner organizations like De Pere Chamber & Definitely De Pere to help spread the word.

Aldersperson Kunderer brought up a question about putting this information into mailings for water bills to get the word out. Lindstrom said that has been on their radar to possibly do.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Pamela Gantz, Aldersperson
SECONDER:	John Quigley, Aldersperson
AYES:	Boyd, Gantz, Kunderer, Perock, Quigley

11. Consideration and Possible Action on proposed Sale and Development Agreement terms with BCD Holdings, LLC (Bedford Paper) for Parcels ED-2315 and ED-2311 to develop a 100,000-square-foot warehouse facility. *

Development Services Director Dan Lindstrom was present to speak on this item. Bedford Paper is a business located in our East business park on Commerce Drive.

Bedford Paper has been a business in our business park. They tried to come into our industrial park with a large expansion back when COVID was happening. This project was put on hold.

Bedford is looking to expand their existing operations and is out of space in their current facility right now. They would like to stick with the East side, so it is better for their operations.

They are looking at a 2 phased approach to this project. They are looking to do a 100,000 square foot now and then a potential expansion. They would like to be able to relocate some of their warehousing that they have in their current facility. They are looking at a \$5.6 million building. Assumed start date of early 2025, full first revenue year of 2027. Bedford has asked for a PAYGO agreement and a land grant. Proposed terms phase 1 construction of the 100,000 square-foot warehouse by 2026 with the potential 60,000 square-foot warehouse or converting expansion by 2028. The projections are against the mill rates that we have right now. That is important to note since anytime we have parcels by the South Bridge Connector Project area, they are becoming more sought after, which in return helps them and helps the South Bridge Connector Project.

Additional components are the additional berm and landscaping screening, reduced lighting, and a summary expense report at the end of the project.

City components would be a site assembly grant for \$210,000, a developer incentive, and a certified survey map.

All the information is in the packets for committee members.
Staff would recommend approval.

Aldersperson Kunding requested to hear from the community member present from Bedford Paper.

Mayor Boyd made a motion to open the meeting. Aldersperson Kunding seconded the motion.

Steve Peters from Suamico, President of Bedford Paper was present to speak.

They have invested \$10 million in their current business this year. They did some internal work of the building. They've invested \$7 million of that in converting assets, as well as updated some automation in the building itself. Added additional people in the converting line, building a bigger infrastructure, 65 employees at Commerce Drive. They currently lease a space in West De Pere and want to put into their future and build a building since their lease will be coming up soon. Future growth. Adding 60,000 square feet to Commerce Drive.

Mayor Boyd made a motion to go back to our regular session meeting.
Aldersperson Quigley seconded the motion.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Amy Chandik Kunding, Aldersperson
AYES:	Boyd, Gantz, Kunding, Perock, Quigley

12. Consideration and Possible Action on the award of Contract for the Design and Construction Administration of a public parking structure at 230 N. Wisconsin St. (ED-875) to the team of GRAEF/Berners Schober/ECS.*

Development Services Director Dan Lindstrom was present to speak on this agenda item.

Funding of the design as well as the construction is part of the TID districts. We put out an RFP for design & architecture services, as well as an RFP for construction manager at risk. Open for about a month, inquiries of questions and received 2 responses. The two responses were very similar in scope and resources, but one came in significantly lower when it came to cost. The unanimous decision came in to recommend GRAEF for this project. GRAEF will be doing the structural work, Berners Schober will be doing the architecture work and ECS will be doing the Geo-technical engineer part.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Boyd, Gantz, Kunding, Perock, Quigley

13. Consideration and Possible Action on a request from Definitely De Pere to waive Invoice #202408015405 related to the 2024 Tour De Pere special event for \$1,461.25.*

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Boyd, Gantz, Kunding, Perock, Quigley

14. Consideration and Possible Action on the City of De Pere Investment and Cash Detail, October 2024.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Pamela Gantz, Alderperson
AYES:	Boyd, Gantz, Kunding, Perock, Quigley

15. Future agenda items.

None

16. Consideration and Possible Action on Step 2 of De Pere Police Union Grievance regarding Employee Policy Manual Acknowledgement Form.

Attorney Tom Sucevic from MacGillis Weimer and Union President Officer Hanson are present for the Police Union.

Human Resources Director Metzler, City Attorney Tony Wachewicz and Chief of Police Jeremy Muraki are present for the city.

The CBA (Collective Bargaining Agreement) is the governing document for the Police Department. Anyone under the union is governed by the CBA. Where the CBA is silent is when the City Handbook is the authoritative document. Only where the CBA is silent does the city handbook apply to the Police Officers. If there is a conflict in CBA trumps the handbook. The employee handbook was changed and asked to be signed in August 2024. Some of the policies don't apply to the police officers.

A letter was placed in the Police Officers files who failed to sign and acknowledge the City Police Manual. The Union states that every time the Policy Manual is changed, they want wording in there stating that you will agree to the changes as they pertain to you or as the CBA is silent. The Union is requesting that the letter is pulled from the Officers files because it isn't completely accurate and to have something that reflects that they signed the policy once it has been resolved.

Hanson was present to speak as well. He said there is an understanding that when the CBA is silent, they would then fall under the city policies. They are looking for more clarification for people who are signing the form. They don't want to sign the form that they see as contradictory right now. They don't want the letter being brought into consideration if they are involved in a promotional process.

Attorney Wachewicz wanted to address a couple of things on behalf of the city. This is a grievance concerning whether there was some sort of provision in the contract that was violated or some sort of discipline that was imposed. This is not disciplinary of nature. There is no alleged violation that the city has done. The request is for the letter to be pulled from the employees file. The manual applies in any provision in the CBA. We have an acknowledgement form that is specific to public safety that takes these issues into account. There are plenty of provisions in the manual that do apply to them.

Chief Muraski spoke on behalf of the city as well. The Union is objecting to the form. The form that has been in effect for plenty of years. Whenever the policy is updated, we have to notify employees that the policy changed. If something were to happen, we have to have documentation that they were notified about this and they acknowledged that the policy existed. When employees wouldn't agree to sign this acknowledgement form, there needed to be documentation that they were informed that the policy has been updated. This was a non-disciplinary letter just to establish a record that they were advised the policy manual was updated. The letter proposed doesn't require any signature from the employee. There is no space for them to sign. There is a space to acknowledge who talked to the employee and the date and time of that happening. There was also a department wide email that was sent to everyone. He outlined what would happen if they signed the city's form or what would happen if they didn't sign the city's form and provided them with a draft of the letter. Regardless of the outcome, we need to come up with a system that will serve the City and the Department that anytime we update the policy manual, we have to figure out how to document that they recognize that they've been notified that the City's policy manual has changed.

Human Resources Director Metzler mentioned that we have had the same form in place for the last 10 years. The policy manual is for all employees. It is a general policy that includes the whole work force. We have a certain form for unionized employees. At least 80% of the manual is for all employees. They are welcome to come to HR to ask questions. We've never held employees accountable if something comes up that doesn't apply for them.

Muraski would like to add that they put letters in Officers files for numerous reasons. Just because an employees has a letter filed in their employee file doesn't mean it is placed in their discipline sub folder.

Mayor Boyd had a question about the discipline portion of their grievance and why now since we've had this form for years.

Attorney Sucevic is stating that this is a disciplinary letter. It is disciplinary in action. He believes this is the first time a letter like this has been placed in an employees file. He states it could be used for disciplinary action in the future. He is asking for things to be clear. Add a sentence "only the policies that apply to you do you have to acknowledge and need to understand and follow."

Chief Muraski mentioned again that this letter is not a document of discipline. It is simply an informational item and doesn't take over for any of the written forms of discipline.

Alderson Kunder stated that employees have signed the policy manual update letter in the past and now don't want to sign it. She asked for the context of why this is even a situation.

Alderson Quigley had a question. If employees have signed in the past, is there something different about the acknowledgement statement this year that makes them not want to sign it?

Attorney Sucevic said that agreeing to and say that I'm governed to policies that don't apply to you could bring up a sticky situation in the future. He's not sure why it wasn't challenged in the past, but he wants to make sure all the members understand what they are signing.

Alderson Quigley had a question for the city staff. Under the employee acknowledgment of the manual, it states this is for benefit eligible employees, excluding unionized public safety officers.

Director Metzler mentioned there are 3 separate sign off forms. We recognize the policy covers various types of employees. There are things in the policy that don't pertain to all employees (seasonal, etc) and they have to sign off as well. She also stated that Chief Muraski sent out an email to his employees and let them know what the letter was about and it is not a disciplinary letter, which it is not. There are a lot of things that we put in employee personnel files regarding their employment. We are obligated to notify employees on policy changes that they are required to follow.

Alderson Gantz asked if they want the city to re-write some of the updates, or what are you looking for? And have you spoken to the city about what you want differently?

Attorney Sucevic said that they aren't looking for any manual updates to be re-written. They wanted to add a sentence with the updates and acknowledgement on the letter that states "you are bound by the policies in the policy manual that apply to you essentially when the CBA is silent. "

City Administrator Delo spoke and asked Director Metzler if she was aware that they wanted the sentence Attorney Sucevic was talking about added to the form? Metzler replied with a no, that we wouldn't be here tonight if the city would have been aware that the Union was wanting certain language on the letter. Metzler said that she has no concerns with adding that language to the form but didn't want to speak for everyone.

Attorney Sucevic asked if him and Attorney Wachewicz could take a short meeting and discuss this to see if they could come to some sort of an agreement.

We took a short recess.

Attorney Wachewicz stated that we can be agreeable to add the language to the acknowledgment form. Language will be hammered out later, second part to amend the letter saying that the letter is not disciplinary.

No decision is needed. Withdrawn without prejudice.

RESULT: NO ACTION

Motion to:

PLEASE TAKE NOTICE, that the Committee may convene in closed session pursuant to any of all of the following subsections of Wis. Stat. §19.85(1), for the purpose of:

(a.) Deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that governmental body.

(b.) Considering dismissal, demotion, licensing or discipline of any public employee or person licensed by a board or commission or the investigation of charges against such person, or considering the grant or denial of tenure for a university faculty member, and the taking of formal action on any such matter; provided that the faculty member or other public employee or person licensed is given actual notice of any evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action may be taken. The notice shall contain a statement that the person has the right to demand that the evidentiary hearing or meeting be held in open session. This paragraph and par. (f) to not apply to any such evidentiary hearing or meeting where the employee or person licensed requests that an open session be held.

(c.) Considering employment, promotion, compensation or performance evaluation data or any public employee over which the governmental body has jurisdiction or exercises responsibility.

(f.) Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations.

(g.) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

The Committee may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

17. Adjournment

Mayor Boyd made a motion to adjourn
Aldersperson Perock seconded it.
Adjourned at 8:46 PM

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.

***Items with an asterisk require City Council approval.**

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Detective Sergeant Aaron Hanson

Attorney Brendan Matthews, MacGillis Wiemer LLC

Respectfully submitted,
Amy Darnick

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Finance/Personnel Committee Members

From: Scott J. Thoresen, Director of Public Works
Shannon Metzler, Human Resources Director/Asst. City Administrator

Date: January 7, 2025

RE: Consideration and Possible Action to Create a Senior Mechanic Position Where Employees
Would Promote into Once Meet the Qualifications*

In the Public Works department, we have four mechanic positions, and one is currently vacant. We had an employee leave to be a mechanic for another municipality in the metro area. In the past year, the city recruited for a mechanic position in the same department and struggled to fill the position.

We are proposing to create a senior mechanic position. This will allow for opportunity to reduce the qualifications for the mechanic position and allow us to then train employees into becoming senior mechanics. We believe this will create more interest when recruiting.

Based on the recommendation from our compensation consultant, we would place the senior mechanic position at one pay grade higher than the mechanic position; pay grade J. The 2025 salary for Grade J is \$31.61 at step 1, \$37.94 at step 8, and \$45.16 at the maximum. We intend that the senior mechanic position to require at least ten (10) years of experience and a CDL.

Also, if approved, we would reclassify two (2) mechanics that are currently on the fleet maintenance team to senior mechanics as they meet the qualifications for that position. One current employee would stay at the mechanic level until they are qualified to move into the senior mechanic position.

It is anticipated there will be no budget impact for 2025 due to the current mechanic vacancy.

If you have any questions in advance of the meeting, please contact either of us.

CITY OF DE PERE

MEMO



To: Honorable Mayor James Boyd and Members of the Finance/Personnel Committee
From: Chrystal Woller BSN, RN, MBA, Health Director
Meeting Date: 1/14/2025

Re: Consideration and possible action on WI DPH Consolidated Contract #65397 in the amount of \$18,513

The De Pere Health Department has received notification of the department's annual consolidated contract award from the WI Department of Health Services in the amount of \$18,513. This contract includes funding for three programs: Maternal Child Health, Childhood Lead, and Immunization. The budget period for this award is January 1, 2025-December 31, 2025.

**Wisconsin Department of Health Services
Contract Centralization Legal Review**

Agreement Number: **435100-G25-DPHCC25-17**

Bureau of Procurement and Contracting (BPC) Review:

- ☐ This agreement requires **Standard** OLC review.
- ☒ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and requires **Simple** OLC review.
- ☐ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and does **not** require **Additional** OLC review.
- ☐ This agreement uses intergovernmental cooperative purchasing.

Description:

NA

Office of Legal Counsel (OLC) Review and Approval:

- ☒ This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

Signed by:

Amanda Ross

Name: Amanda Ross

Title: Paralegal

12/5/2024

Date Signed

Revision: 10/16/2024(previous versions obsolete)



GRANT AGREEMENT
between the
State of Wisconsin Department of Health Services
and
Depere DPH
for
2025 DPH LPHD Consolidated Contract

DHS Grant Agreement No.: 435100-G25-DPHCC25-17

DPH Contract No.: 65397

Agreement Amount: \$18,513

Agreement Term Period: 10/1/2024 to 9/30/2026

GEARS Pre-Packet No: 27411

DHS Division: Division of Public Health

DHS Grant Administrator: Anna Benton

DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Chrystal Woller

Grantee Email: cwoller@deperewi.gov

Grantee Unique Entity Identifier (UEI) Name:

Grantee Unique Entity Identifier (UEI) Number:

DHS and the Grantee acknowledge that they have read the Agreement and the attached documents, understand them and agree to be bound by their terms and conditions. Further, DHS and the Grantee agree that the Agreement and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the Agreement and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the Agreement. DHS reserves the rights to reject or cancel Agreements based on documents that have been altered. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Grantee

Entity Name: _____

Authorized Representative

Name: Chrystal Woller

Title: Health Officer/Health Department Director

Signature: _____

Date: _____

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1. DEFINITIONS

Words and terms will be defined by their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms will be defined by the meanings indicated. The meanings are applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Agency: an office, department, agency, institution of higher education, association, society or other body in State of Wisconsin government created or authorized to be created by the Wisconsin State Constitution or any law, which is entitled to expend monies appropriated by law, including the Legislature and the courts.

Assistance Listings: refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, (GSA) at SAM.gov, pursuant to 2 C.F.R. § 200.1.

Business Associate: pursuant to 45 C.F.R. § 160.103, a business associate includes:

(i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.

(ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.

(iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

Business Day: any day on which the State of Wisconsin is open for business, generally Monday through Friday unless otherwise specified in this Agreement.

Confidential Information: all tangible and intangible information and materials being disclosed in connection with this Agreement, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one (1) of the following criteria: (i) Personally Identifiable Information; (ii) Protected Health Information under HIPAA, 45 C.F.R. § 160.103; (iii) non-public information related to DHS' employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by DHS. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

Grant Administrator: individual(s) responsible for ensuring all steps in the grant administration process are completed, including drafting grant language, negotiating grant terms, and monitoring the granted entity's performance.

Personally Identifiable Information: an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

Protected Health Information (PHI): health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the

provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

Publicly Available Information: any information that an entity reasonably believes is one of the following: a) lawfully made widely available through any media; b) lawfully made available to the general public from federal, state, or local government records or disclosures to the general public that are required to be made by federal, state, or local law.

2. ORDER OF PRECEDENCE

This Agreement and the following documents incorporated by reference into the Agreement constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:

1. The Business Associate Agreement (BAA) if applicable.
2. The terms of this Agreement.
3. Any and all exhibits or appendices to this Agreement.

3. PARTIES

This is a grant agreement between the state agency responsible for overseeing the coordination and integration of social service programs and the Grantee listed below.

- A. The Wisconsin State Agency is: The State of Wisconsin Department of Health Services (DHS).
DHS' principal business address is: 1 West Wilson Street, Room 672, Madison, Wisconsin 53703.
- B. The Grantee is: Depere Dph
The Grantee's principal business address is: 335 S BROADWAY, DE PERE, WI, 541152526

4. PURPOSE AND SCOPE

This Grant Agreement (Agreement) and Exhibit(s) describe the terms and conditions under which the Grantee receives an award from DHS to carry out part of a state and/or federal program.

The Grantee agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period as referred to in the attached exhibit(s).

4.1 List of Exhibits

- Exhibit I: Contract Agreement Addendum – Program Quality Criteria
- Exhibit II: Contract Agreement Addendum – Program Objectives
- Exhibit III: Boundary Statements for all 2025 DPH Consolidated Contract Funding
- Exhibit IV: Maternal Child Health Program Parameters
- Exhibit V: Maternal Child Health Budget

5. CONTACT INFORMATION

DHS Grant Administrator
Grant Administrator Name: **Anna Benton**
Email: **DHSGACMail@dhs.wisconsin.gov**

Grantee Grant Administrator
Grant Administrator Name: **Ms Chrystal Woller**
Email: **cwoller@deperewi.gov**

DHS will mail legal notices to the Grantee's Grant Administrator at the address identified in Section 3, unless otherwise notified by the Grantee.

6. PAYMENT FOR GRANT AWARD

- A. All payments will be made as electronic funds transfers (EFT), by the 5th of the month. GEARS agency reports are available not less than five (5) days prior to the scheduled payment date at the following website and should be reviewed and/or printed each month for each agency type for account reconciliation: GEARS Data Queries: <https://health.wisconsin.gov/cars/GetIndexServlet>.
- B. DHS will assign a GEARS agency number to the Grantee.
- C. The Grantee shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference in the Allowable Cost Policy Manual: <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>.
- D. Unless otherwise defined in the scope of work, the Grantee shall submit expenditures on the form required by DHS to the following email: DHS600RCARS@dhs.wi.gov.
- E. Payments to the Grantee will be made on a monthly basis per the GEARS Processing Dates schedule (<https://www.dhs.wisconsin.gov/gears/gears-proc-pymnt.htm>) and based on expenditures submitted by the Grantee on the form required by DHS.
- F. Payments to the Grantee shall not exceed the total Agreement award.
- G. If DHS determines that payments were made that exceeded allowable costs, the Grantee will be notified and have an opportunity to respond. The Grantee shall either substantiate or refund the amount determined to be in excess within thirty (30) days of the initial notification by DHS. DHS may, at its sole discretion, make such refund by withholding money from future payments due the Grantee, at any time during or after the Agreement period. DHS reserves the right to recover such excess funds by any other appropriate legal means.

7. REPORTING

- A. The Grantee shall comply with DHS' program reporting requirements as specified in the Scope of Work.
- B. The required reports shall be forwarded to DHS Grant Administrator according to the schedule established by DHS.

8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
- B. The Grantee will act solely in its independent capacity and not as an employee of DHS. The Grantee shall not be deemed or construed to be an employee of DHS for any purpose.
- C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.
- D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
- E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order. In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order.
- F. If federally funded, pursuant to 2 C.F.R. §200.322, the requirements of 2 C.F.R. §200.322 must be included in this award. The following clauses are hereby incorporated into this Contract and are enforceable as if restated herein in their entirety by reference to the following link: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322>

9. AFFIRMATIVE ACTION

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs:

The Grantee agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the department finds that the Grantee is allocating its workforce in a manner which circumvents the intent of this chapter, the Department may require the Grantee to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Wisconsin Department of Workforce Development (DWD), the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Grantee must make a reasonable accommodation.

The Grantee must submit an Affirmative Action Plan within fifteen (15) working days of the signed Agreement. Exemptions exist, and are noted in the Instructions for Grantees posted on the following website under DOA-3021P: <https://doa.wi.gov/Pages/SBOPForms.aspx>.

The Grantee must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

10. CIVIL RIGHTS COMPLIANCE

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Subgrantee or any other entity with which the Grantee arranges to carry out its programs and activities.

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §

701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

The Grantee must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the current compliance period, within fifteen (15) working days of the effective date of the Agreement. If the Grantee employs fifty (50) or more employees and receives at least \$50,000 in funding, the Grantee must complete a Civil Rights Compliance Plan (CRC Plan) unless the grantee meets one of the limited exceptions. The current Civil Rights Compliance Requirements and all appendices are hereby incorporated by reference into this Agreement and are enforceable as if restated herein in their entirety. The Civil Rights Compliance Requirements, including the CRC LOA form and the template and instructions for the CRC Plan can be found at <https://www.dhs.wisconsin.gov/civil-rights/requirements.htm> or by contacting:

Department of Health Services
Civil Rights Compliance
Attn: Civil Rights Compliance Officer
1 West Wilson Street, Room 651
P.O. Box 7850
Madison, WI 53707-7850
Telephone: (608) 267-4955 (Voice)
711 or 1-800-947-3529 (TTY)
Fax: (608) 267-1434
Email: DHSCRC@dhs.wisconsin.gov

The CRC Plan must be kept on file by the Grantee and made available upon request to any representative of DHS. Civil Rights Compliance Letters of Assurances should be sent to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

The Grantee agrees to cooperate with DHS in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Grantee or its Subgrantee(s) under this Agreement. DHS agrees to coordinate with the Grantee in its efforts to comply with the Grantee's responsibilities under these nondiscrimination provisions.

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

In connection with the performance of the work prescribed in this Agreement, it may be necessary for DHS to disclose to the Grantee certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information (Confidential Information). The Grantee shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether

physically or electronically. DHS may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 18 (Audits) of this Agreement.

The Grantee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Grantee on any reproduction, modification, or translation of such Confidential Information. If requested by DHS, the Grantee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of DHS, as directed.

The Grantee or its employees and Subgrantees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.

The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Grantee or its agents, employees, successors, assigns, Subgrantee, or any party claiming an interest in this Agreement on behalf of or under the rights of Grantee following any termination. Grantee shall advise all of their agents, employees, successors, assigns and Subgrantee which are engaged by the State of the restrictions, present and continuing, set forth herein. Grantee shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Grantee, its agents, employees, successors, assigns and Subgrantee regarding the restrictions herein.

- A. *Reporting to DHS:* Grantee shall immediately report within five (5) business days to DHS any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware. Grantee shall cooperate with DHS' investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities.
- B. *Indemnification:* To the extent authorized under State and Federal Laws, the parties agree that they each shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their own employees, officers, subcontractors, or agents.
- C. *Equitable Relief:* The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to DHS, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that DHS, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.
- D. *Liquidated Damages:* The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
 - 1. \$1,000 for each individual whose Confidential Information was used or disclosed;
 - 2. \$2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section
- E. *HIPAA:* The Grantee **IS NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

If the Grantee is a Business Associate, the Grantee agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 applicable to Business Associates. As defined herein, "Business Associate" shall mean the Grantee and Subgrantee and agents of the Grantee that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of Wisconsin, Department of Health Services.

In agreements for the provision of services, activities, or functions covered by the Health Insurance Portability and Accountability act of 1996 (HIPAA), the Grantee as a Business Associate must complete a Business Associate Agreement (BAA) [F-00759](#). This document must be fully executed before Agreement performance begins.

This Section shall survive the termination of the Agreement.

12. HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

13. SUBGRANT or SUBCONTRACT

- A. DHS reserves the right of approval of any Grantee's further contracts, grants, contractors, or grantees under this Agreement, and the Grantee shall report information relating to any further contract, grants, contractors, or grantees to DHS. A change in any further contractor or grantee or a change from a direct service provision to a further contractor or grantee may only be executed with the prior written approval of DHS. In addition, DHS approval may be required regarding the terms and conditions of any further contracts or grants and the further contractor or grantee selected. Approval of any further contracts, grants, contractors, or grantees will be withheld if DHS reasonably believes that the intended further contractor or grantee will not be a responsible contractor or grantee in terms of services provided and costs billed.
- B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement.

14. GENERAL PROVISIONS

- A. Any payments of monies to the Grantee by DHS for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. If a state public official (see Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement and if this Agreement involves payment of more than \$3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at:

Wisconsin Ethics Commission
PO Box 7125
Madison, WI 53707-7125
Fax: (608) 264-9319
- D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.
- E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

15. ACCOUNTING REQUIREMENTS

- A. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by DHS as contained in Section 6 of this Agreement, and support expenditure reports submitted to DHS.
- B. The Grantee shall reconcile costs reported to DHS for reimbursement or as match to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Grantee agrees to complete and document reconciliation at least quarterly and to provide a copy to DHS upon request. The Grantee shall retain the reconciliation documentation according to approved records retention requirements.
- C. Expenditures of funds from this Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual (<https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>).

16. CHANGES IN ACCOUNTING PERIOD

- A. The Grantee shall notify DHS of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.
- B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.
- C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (180) days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

17. PROPERTY MANAGEMENT REQUIREMENTS

- A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Agreement which DHS retains ownership of and which is in the care, custody, and control of the Grantee.
- B. DHS shall have all ownership rights in any computer hardware supplied by DHS as a result of this Agreement. DHS shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Grantee shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and/or installed under this Agreement.
- C. The Grantee agrees that if any materials are developed under this Agreement, DHS shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use such materials. Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to DHS.

18. AUDITS

- A. *Requirement to Have an Audit:* Unless waived by DHS, the Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both: (a) funds provided through direct Grants with DHS; and (b) funds from DHS passed through another agency which has one or more Grants with the Grantee.
- B. *Audit Requirements:* The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
 - 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F – Audit Requirements. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.

- The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.4 of the SSAG lists the required conditions.
 - DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.
- C. *Source of Funding*: DHS shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the Assistance Listing number and the percentages of federal, state and local funds constituting the agreement.
- D. *Reporting Package*: The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:
1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
 2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).
 3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
 4. Report on compliance for each major program and a report on internal control over compliance.
 5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
 6. * DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
 7. *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
 8. *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
 9. *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.
- *NOTE: These schedules are only required for certain types of entities or specific financial conditions. For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.
- E. *Audit Due Date*: Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
- F. *Sending the Reporting Package*: Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- G. *Access to Subrecipient Records*: The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.
- H. *Access to Auditor's Work Papers*: The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

- I. *Failure to Comply with the Audit Requirements:* DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
 1. The auditee did not have an audit.
 2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
 3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
 4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
 5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
- J. *Sanctions:* DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
 1. Requiring modified monitoring and/or reporting provisions;
 2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
 3. Disallowing the cost of audits that do not meet these standards;
 4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
 5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
 6. Assessing financial sanctions or penalties;
 7. Discontinuing contracting with the auditee; and/or
 8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.
- K. *Closeout Audits:* An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.
 The auditee shall ensure that its auditor contacts DHS prior to beginning the audit. DHS, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DHS, is the responsibility of the auditee.
 DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

19. OTHER ASSURANCES

- A. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information.
- B. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of \$500 or when total past due liabilities to any one or more vendors exceed \$1,000 related to the operation of this Agreement for which DHS has reimbursed or will reimburse the Grantee. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other

related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.

- C. DHS may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to \$500,000.

20. RECORDS

- A. The Grantee shall maintain written and electronic records as required by state and federal law and required by program policies.
- B. The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of DHS' records that the Grantee accesses to provide services under this Agreement.
- C. The Grantee and its Subgrantee(s) or Subcontractor(s) will allow inspection of records and programs, insofar as is permitted by state and federal law, by representatives of DHS, its authorized agents, and federal agencies, in order to confirm the Grantee's compliance with the specifications of this Agreement.
- D. The Grantee agrees to retain and make available to DHS all program and fiscal records for six (6) years after the end of the Agreement period.
- E. The use or disclosure by any party of any information concerning eligible individuals who receive services from the Grantee for any purpose not connected with the administration of the Grantee's or DHS' responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

21. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:
 - 1. Increased or decreased volume of services.
 - 2. Changes required by state and federal law or regulations or court action.
 - 3. Increase or reduction in the monies available affecting the substance of this Agreement.
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.
- C. *Non-Appropriation*: DHS reserves the right to cancel this Agreement in whole or in part without penalty if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.
- D. *Termination for Cause*: DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.
 The Grantee may terminate the Agreement after providing DHS a written notice, within one hundred and twenty (120) calendar days, of DHS' right to cure a failure to perform under the terms of this Agreement.
 Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.
 Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by DHS.
- E. *Termination for Convenience*: Either party may terminate this Agreement at any time, without cause, by providing a written notice. DHS must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience- during this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.
 In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement and shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of DHS, the Grantee may be compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for

but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.

- F. **Cancellation:** DHS reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
 2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (30)-day notice;
 3. Makes an assignment for the benefit of creditors;
 4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
 5. Incurs a delinquent Wisconsin tax liability;
 6. Fails to submit a non-discrimination or affirmative action plan as required herein;
 7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
 8. Becomes a federally debarred Grantee;
 9. Is excluded from federal procurement and non-procurement Agreements;
 10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;
 11. Fails to maintain the confidentiality of DHS' information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
 12. Grantee performance threatens the health or safety of a state employee or state customer.

22. NONCOMPLIANCE AND REMEDIAL MEASURES

- A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure DHS determines is necessary to protect the interests of the State.
- B. The Grantee shall provide written notice to DHS of all instances of noncompliance with the terms of this Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide DHS with a plan to correct the noncompliance.
- C. If DHS determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements and monitoring of Subgrantee or Subcontractors, and any other measures it deems appropriate and necessary.
- D. If required statistical data, reports, and other required information are not submitted when due, DHS may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

23. DISPUTE RESOLUTION

If any dispute arises between DHS and Grantee under this Agreement, including DHS' finding of noncompliance and imposition of remedial measures, the following process will be the exclusive administrative review:

- A. **Informal Review:** DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
 1. A brief statement of the issue.
 2. The steps that have been taken to resolve the dispute.
 3. Any suggested resolution by either party.
- B. **Division Administrator's Review:** If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within fourteen (14) days after the date

of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.

- C. *Secretary's Review*: If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within fourteen (14) days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

24. FINAL REPORT DATE

- A. The due date of the final fiscal reports shall be 45 days after the funding ends per the appropriate profile. Expenses incurred during the profile performance period but reported later than 45 days after the funding ends per the appropriate profile will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur. Please reference the GEARS information box for specified profile performance period end dates.
- B. Expenses incurred outside of the Agreement period would be considered not allowable.

25. INDEMNITY

To the extent authorized under state and federal laws, DHS and the Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their employees, officers, or agents.

26. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of DHS shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
- B. DHS and the Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

27. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin. The venue for any actions brought under this Agreement shall be the Circuit Court of Dane County, Wisconsin or the U.S. District Court for the Western District of Wisconsin, as applicable.

28. SEVERABILITY

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

29. ASSIGNMENT

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

30. ANTI-LOBBYING ACT

The Grantee shall certify to DHS that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The Grantee shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

The Grantee shall use Standard Form LLL (SFLLL) for Disclosure of Lobbying Activities available at: <https://www.gsa.gov/reference/forms/disclosure-of-lobbying-activities>. A completed disclosure must be provided upon Department request.

31. DEBARMENT OR SUSPENSION

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (including, but not limited to, General Services Administration's list of parties excluded from federal procurement and non-procurement programs). The Grantee further certifies that potential Subgrantees or Subcontractors and any of their principals are not debarred, suspended, or proposed for debarment.

32. DRUG FREE WORKPLACE

The Grantee, agents, employees, Subgrantees or Subcontractors under this Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988.

33. MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

34. CAPTIONS

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

35. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

A. Match Requirements:

Local MCH/CYSHCN Match

Federal Maternal and Child Health regulations require the state to provide 75% match. Contracts must include match as indicated below:

- Local organizations are required to provide local match in an amount not less than 75% of the requested grant funds. Tribal agencies, federally designated community health centers and migrant health centers are exempt from this requirement.
- Local match is funding, resources, contributions, provided by the local agency, to further the objectives of the MCH Program, outside of the MCH grant funds.
- Program costs, including match is generally considered eligible if it is budgeted for, complies with Federal regulations, and if it is not charged against any other grant. Match may consist of cash match and in-kind donations. An organization may not claim as match any costs used to match any other federal grant, award, or contract. No federal dollars may be used for match of this grant except Title XIX and Title XX reimbursements received by the organization for services when such are used to further the objectives of the MCH Program.

- An organization may count as match any local expense which meets the qualifications outlined above and which contributes to the project. For example, the local share of staff costs related to the project, and the value of supplies purchased with local funds and used in the project, may be used as match.
- An organization may also use as match any local share which meets the qualifications outlined above and which consists of effort on the organization's part to pursue the objectives of the MCH Program. For example, if an organization receives funds for a child health program, it may count as match not only the local effort which is directly related to the child health program, but local effort devoted to any other relevant maternal and child health activity.

Grantees will comply with year-end program reporting requirements set by the State of Wisconsin MCH/CYSHCN Program including documentation of 75% local match (\$0.75 local contribution for every \$1.00 federal), including program income. Grantees report through the GEARS system on the DHS/DES F-00642 Grant Enrollment, Application and Reporting System (GEARS) Expenditure Report form. In the current net expense column, use profile 193002 for reporting MCH match and profile 193001 for reporting CYSHCN match. The original DHS/DES F-00642 form is e-mailed to GEARS (dhs600rcars@wi.gov) with a copy to the State MCH/CYSHCN Contract Administrator/Negotiator.

Reference: Public Health Service (PHS) Grants Policy Statement, U.S. DHHS, 1/1,2007

36. NULL AND VOID

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of DHS’ and Grantee’s Authorized Representatives on this Agreement exceeds sixty (60) days inclusive of the two signature dates.

37. FUNDING CONTROLS

Funding Control	Explanation
3-month	Payments through Jun 30 of the contract year are limited to 3/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
4-month	Payments through Jun 30 of the contract year are limited to 4/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
5-month	Payments through Jun 30 of the contract year are limited to 5/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
6-month	Payments through Jun 30 of the contract year are limited to 6/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
9-month	Payments through Jun 30 of the contract year are limited to 9/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
N/A	Profile does not require funding control.

38. FEDERAL AWARD INFORMATION

DHS Profile Number	155020	159320
FAIN	NH23IP92261	B0452962
Federal Award Date	6/17/2024	5/21/2024
Subaward period of Performance Start Date	1/1/2025	1/1/2025
Subaward period of Performance End Date	12/31/2025	12/31/2025
Amount of Federal Funds obligated in the subaward	\$8,939	\$7,413
Total Amount of Federal Funds obligated	\$8,939	\$7,413
Federal Award Project Description	Immunization Cooperative Agreements	Maternal and Child Health Services
Federal Awarding Agency Name (Department)	Department of Health and Human Services	DHHS
DHS Awarding Official Name	Debra K. Standridge	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622	608-266-9622
Assistance Listings Number	93.268	93.994
Assistance Listings Name	Immunization Cooperative Agreements	Maternal and Child Health Services Block Grant to the States
Total made available under each Federal award at the time of disbursement	\$161,983,317	\$8,347,666
R&D?	No	No
Indirect Cost Rate	7.5%	7.5%

DHS Profile Number	159320
FAIN	B0452962
Federal Award Date	5/21/2024
Sub-award period of Performance Start Date	1/1/2025
Sub-award period of Performance End Date	12/31/2025
Amount of Federal Funds obligated in the subaward	\$7,413
Total Amount of Federal Funds obligated	\$7,413
Federal Award Project Description	Maternal and Child Health Services
Federal Awarding Agency Name (Department)	DHHS
DHS Awarding Official Name	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622
Assistance Listings Number	93.994
Assistance Listings Name	Maternal and Child Health Services Block Grant to the States
Total made available under each Federal award at the time of disbursement	\$8,347,666
R&D?	No
Indirect Cost Rate	7.5%

39. GEARS PAYMENT INFORMATION

The information below is used by DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date:	GEARS Contract End Date:	Program Total Contract:
472779	Depere Dph	60	1/1/2025	12/31/2025	\$18,513

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls ¹
155020	CONS CONTRACTS IMM		-	\$8,939	\$8,939	N/A
157720	CONS CONTRACTS CHHD LD		-	\$2,161	\$2,161	6-month
159320	CONS CONTRACTS MCH		-	\$7,413	\$7,413	N/A
					\$18,513	

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Template Revision: 10/01/2024 (previous templates no longer usable)

Contract Agreement Addendum: Exhibit I

Program Quality Criteria

Generally high program quality criteria for the delivery of quality and cost-effective administration of health care programs have been, and will continue to be, required in each public health program to be operated under the terms of this contract.

This Exhibit contains only applicable quality criteria for this contract.

Contract Agreement Addendum: Exhibit I

Contract #: 65397

Agency: De Pere Department of Public Health

Contract Year: 2025

Program: Childhood Lead Consolidated

Program Quality Criteria

- 1) Assessment and surveillance of public health to identify community needs and to support systematic, competent program planning and sound policy development with activities focused at both the individual and community levels.
 - A) Contractee must assess local blood lead surveillance data for lead poisoning prevalence and risk factors.
- 2) Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, and consistent with the best practices; and delivery of public health programs for communities for the improvement of health status.
 - A) Contractees must provide services that support the elimination of childhood lead poisoning and the early detection and treatment of children with lead poisoning including compliance with:
 - (1) WI Statute and Administrative Rules:
 - WI Stat 254 (Environmental Health, <http://docs.legis.wi.gov/statutes/statutes/254.pdf>),
 - WI Admin Rule 181 (Reporting of Blood Lead Test Results, http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/181.pdf), and
 - WI Admin Rule 163 (Certification for the Identification, Removal and Reduction of Lead-Based Paint Hazards, http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/163.pdf) and
 - (2) Practice standards presented in:
 - CDC's Blood Lead Reference Value and Recommended Actions (Oct 2021) <https://www.cdc.gov/nceh/lead/data/blood-lead-reference-value.htm>
 - Low Level Lead Exposure Harms Children: A Renewed Call for Primary Prevention* (https://www.cdc.gov/nceh/lead/docs/final_document_030712.pdf, CDC, January 4, 2012),
 - Wisconsin Childhood Lead Poisoning Prevention and Control Handbook (<https://www.dhs.wisconsin.gov/lead/ph-intervention.htm>, under the Handbook tab; rev. 2014), and
 - U.S. Dept of Housing and Urban Development, Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. (2012 Edition; https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines).
 - B) Contractees must assure the availability and accessibility of blood lead tests for children under age 6, as referenced in the boundary statement.
 - C) Contractees must provide a nurse home visit and environmental investigation within two weeks of the referral date for children with an elevated blood lead level. A note must be added to the patient and/or address record in the Healthy Homes and Lead Poisoning Surveillance System (HHPSS) regarding any delay. For instructions, use HHPSS Job Aids 3.13: Patient Notes and 4.2: Entering Property Notes (<https://www.dhs.wisconsin.gov/lead/hhpss-job-aids.htm>).
 - D) Contractees must not discriminate on the basis of the child or guardian's race, ethnicity, religion, sex, gender identity and expression, sexual orientation, primary language, disability, marital status or national origin in any of its activities related to this contract.
- 3) Record keeping for individual focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.
 - A) Contractee must have a system for maintaining records to track follow-up of children with blood lead levels ≥ 3.5 $\mu\text{g/dL}$ and all properties associated with elevated blood lead levels, including the findings and outcomes of interventions and environmental investigations.
- 4) Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision making by those at risk and to affect policy and environmental changes at the community level.

Contract Agreement Addendum: Exhibit I**Contract #:** 65397**Agency:** De Pere Department of Public Health**Contract Year:** 2025

- A) Contractee must provide information within the community about lead hazards, lead hazard reduction methods, primary prevention of lead poisoning, and blood lead testing, as referenced in the boundary statement.
- 5) Coordination with related programs to assure that identified public health needs are addressed in a comprehensive, cost-effective manner across programs and throughout the community.
 - A) Contractee must build partnerships with local health care providers and agencies involved in health, social services, housing, and childcare to incorporate lead hazard awareness into their activities with, or services to, families at risk for lead exposure.
 - B) Contractee must provide information, consultation and technical assistance to health care providers or other programs to assure that treatment of children with lead poisoning is efficient and effective, and to assure that lead-safe environments are available to children with lead poisoning.
- 6) A referral network sufficient to assure the accessibility and timely provision of services to address identified public health care needs.
 - A) Contractee must assess the need for, and provide timely and appropriate referrals for, supportive services to families of lead poisoned children.
- 7) Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration.
 - A) Contractee must assure that local childhood lead poisoning prevention program staff has access to, are knowledgeable of and in compliance with the state statutes and administrative rules and practice standards listed in Number 2. Delivery of Public Health Services.
- 8) Financial management practices sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third-party insurance and Medical Assistance Program coverage of services provided.
 - A) Contractee must pursue third party payment and/or other funding sources for service provision to children who are eligible for third party payment. This includes billing Medicaid fee-for-service or the appropriate managed care organization for blood lead testing of Medicaid-enrolled children. This also includes billing Medicaid for nurse home visits and environmental investigations for children with blood lead levels $\geq 5 \mu\text{g/dL}$.
- 9) Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.
 - A) Contractee must regularly collect and analyze local data to determine the adequacy of blood lead testing for children, timely follow-up of lead poisoned children, timely completion of environmental investigations and lead hazard reduction work, and community lead poisoning prevention education.
 - B) Contractee must complete the following nursing and environmental reports. Template forms can be found at <https://dhs.wisconsin.gov/lead/ph-intervention.htm>, under the Forms and Templates tab. When you click on a template, if a window appears asking you to log in, click on the  in the right-hand corner to go to the document.
 - Nursing Case Management Report (F-44771A)
 - Nursing Case Closure Report (F-44771B)
 - Property Investigation Report (F-44771C)
 - Property Investigation Closure Report (F-44771D)
 - Risk Assessment Report (template)
 - Work Specification Language for Lead Hazard Reduction (list of work spec options)

Contract Agreement Addendum: Exhibit I

Contract #: 65397

Agency: De Pere Department of Public Health

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-Work Orders Letter (template)

-Scope of Work (template)

-Clearance Report (template)

- C) Contractee must promptly attach the completed forms and documents above to the pertinent patient or address record in HHL PSS. For instructions use HHL PSS Job Aids 3.14: Patient Attachments and 4.3: Adding Attachments (<https://www.dhs.wisconsin.gov/lead/hhlpss-job-aids.htm>).

Contract Agreement Addendum: Exhibit I**Contract #:** 65397**Agency:** De Pere Department of Public Health**Contract Year:** 2025**Program:** Immunization

Program Quality Criteria

- 1) Assessment and surveillance of public health to identify community needs and to support systematic, competent program planning and sound policy development with activities focused at both the individual and community levels.
 - A) Contractees must assure reported vaccine preventable diseases (VPD) are investigated and controlled as detailed in the most current edition of the Wisconsin Disease Surveillance Manual (EPINET) and/or written disease-specific guidance from DPH (e.g. Pertussis Guidelines). Local health departments (LHDs) should maintain regular contact with local required reporters of VPDs to encourage and assure prompt reporting. Contractees should solicit the help of the Wisconsin Immunization Program when needed to help assure that an adequate system is in place to report and investigate VPD. This includes the follow-up of infants born to HBsAg-positive women. The LHD where the woman resides is responsible for follow-up activities.
 - B) Contractees must annually and formally evaluate immunization delivery and the use of vaccine preventable disease surveillance systems and improve the use of those systems [e.g., the Wisconsin Electronic Disease Surveillance System (WEDSS)] in their jurisdictions, where needed.
 - C) Contractees must work in collaboration with the Wisconsin Immunization Program to increase the use of existing electronic data collection systems for vaccine record keeping and vaccine preventable disease data systems.
- 2) Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, and consistent with the best practices; and delivery of public health programs for communities for the improvement of health status.
 - A) Contractees must assure the delivery of immunization services in a safe, effective and efficient manner, as detailed in the Wisconsin Immunization Program Policy and Procedure Manual and in Chapter 252, Wis. Statutes and Chapter DHS 145, Wis. Admin. Code. Contractees must assure the immunization of children is consistent with Healthy People 2020 goals.
- 3) Record keeping for individual focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.
 - A) Contractees must use the Wisconsin Immunization Registry (WIR) or an electronic immunization population-based data system that links with the WIR. The data system must have a tracking and recall function to identify children whose immunization records are behind schedule according to the ACIP recommendations. Tracking and recall shall be conducted at least every other month as required by the Wisconsin Immunization Policy and Procedure Manual.
 - B) Contractees immunization practice must assure the immunization of children and share children's immunization records with parents or guardians, schools and childcare centers and other healthcare providers as provided by the Wisconsin School Immunization Law (Chapter 252, Wis. Statutes; Chapters DHS 144 and 145, Wis. Admin. Code).
- 4) Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision making by those at risk and to affect policy and environmental changes at the community level.
 - A) Contractees must engage in community partnerships to identify and address the needs of high-risk populations, reduce racial and ethnic health disparities and to educate families and the community on the importance of immunizations.
 - B) Contractees should engage in improving health literacy for the public and for the healthcare personnel working with immunizations to better understand, evaluate, and communicate immunization information.
- 5) Coordination with related programs to assure that identified public health needs are addressed in a comprehensive, cost-

Contract Agreement Addendum: Exhibit I**Contract #:** 65397**Agency:** De Pere Department of Public Health**Contract Year:** 2025

effective manner across programs and throughout the community.

- A) Contractees must coordinate public and private immunization services with local child healthcare (service) providers [e.g., Women, Infants, and Children (WIC) projects; Medical Assistance programs; and other local public health programs] to assess the immunization status of, refer, and provide immunization services to under-immunized children.
- 6) A referral network sufficient to assure the accessibility and timely provision of services to address identified public health care needs.
 - A) Contractees must develop relationships among public and private healthcare providers to facilitate access by children and families to immunization services. Contractees should work with these providers to assure that current immunization guidelines are followed.
 - B) The LHD should promote the medical home concept by referring vaccine recipients to their medical home provider for subsequent immunizations and coordinate with this medical provider to assure adherence to the recommended immunization schedule.
 - C) LHDs should promote the exchange and sharing of immunization data using immunization registries.
 - D) The LHD will assure adequate surveillance, prompt reporting and epidemiologic follow-up of vaccine preventable diseases. When prompt reporting of a vaccine preventable disease does not occur, the LPHD will formally address the issue with the reporting agency to assure that reports are made according to the latest EPINet Manual.
- 7) Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration.
 - A) Contractees will ensure program staff is competent in current immunization program policy and processes, including that provided through the Centers for Disease Control and Prevention (CDC) distance learning course and CDC updates.
 - B) The LHD will follow the Immunization Policy and Procedure Manual developed and distributed by the Wisconsin Immunization Program, unless otherwise agreed upon, as well as immunization policy memos periodically issued by the Program. The LHD must have written policies on the proper handling and storage of state-supplied vaccines as required by the Vaccines for Children (VFC) Program. These policies must be reviewed with all immunization program-related staff on at least an annual basis.
 - C) Contractees will require at least one staff member to view the perinatal hepatitis B training webinar.
- 8) Financial management practices sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third-party insurance and Medical Assistance Program coverage of services provided.
 - A) Billing for payment of childhood immunization services is not required under this section.
 - B) LHDs must assure that parents of children who are on Medical Assistance will not be charged a vaccine administration fee or be requested to make a donation for vaccine or vaccine-related services. Administration fees cannot be mandatory, and clients must be informed that failure to pay the administration fee or make a donation does not preclude them from receiving state-supplied vaccine. This information must be added to immunization advertising materials used by the LHD for state-supplied vaccines. The message must be given to the client in a way and in a language the client understands.
 - C) Grantees must screen for insurance eligibility in accordance with current DPH guidelines for state-supplied vaccines.
- 9) Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.

Contract Agreement Addendum: Exhibit I

Contract #: 65397

Agency: De Pere Department of Public Health

Contract Year: 2025

- A) Contractees must collect and analyze agency and available private provider immunization data for children 12-35 months of age, school immunization law reports and other available population-based information needed to identify strengths and weaknesses in local delivery systems and plan improvements. Only children who have moved out of the agency's jurisdiction may be removed from the cohort for analysis.
- B) LHDs will utilize the WIR for immunization-level data analysis.
- C) LHDs and Tribes will assure staff competence with the WIR system. LHD and Tribal health staff must attend at least one Regional WIR User Group Meetings. Attendance at these meetings is necessary for staff to maintain a thorough working knowledge of the functionality of the WIR.

Contract Agreement Addendum: Exhibit II

Program Objectives

(A) Contract Funds, Program/Objective Values, and Other Contract Details

(B) Objective Details

Contract Year: 2025

Program Sub-Contracts		
Program	Sub-Contractee	Sub-Contract Amount
Childhood Lead - Con	None Reported	\$0
Immunization	None Reported	\$0
MCH	None Reported	\$0

Contract Agreement Addendum: Exhibit II(A)

Contract #: 65397

Agency: De Pere Department of Public Health

Contract Year: 2025

Childhood Lead - Con		Program Total Value \$2,161	
1	Objective 1: Blood Lead Testing: By December 31, 2025, De Pere Health Department will increase the percentage of blood lead testing for 1- and 2-year-olds.		\$2,161
Immunization		Program Total Value \$8,939	
1	Objective 1: Immunization By December 31, 2025, 82% children residing in the De Pere Health Department jurisdiction who turn 24 months of age during the contract year will complete 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 1 Varicella and 4 Pneumococcal Conjugate (PCV) vaccination by their second birthday.		\$8,939
MCH		Program Total Value \$7,413	
1	Objective 8: Social Connections By December 31, 2025, the agency, in collaboration with community partners, will implement and evaluate strategy two to improve social connections in their community.		\$7,413
		Total of Contract Objective Values	\$0
		Total of Contract Statement Of Work Values	\$18,513

Contract Agreement Addendum: Exhibit II(B)

Contract #: 65397
Program: Childhood Lead Consolidated

Agency: De Pere Department of Public Health
Objective #: 1 of 1

Contract Year: 2025
Objective Value: \$2,161

Objective: Primary Details

Objective Statement

Objective 1: Blood Lead Testing:
By December 31, 2025, De Pere Health Department will increase the percentage of blood lead testing for 1- and 2-year-olds.

Deliverable Due Date: 01/31/2026

Contract Deliverable (Evidence)

- A report to document each of the following measures:
- 1. The percent of one-year olds tested in the De Pere Health Department jurisdiction.
 - 2. The percent of two-year-olds tested in the De Pere Health Department jurisdiction.
 - 3. The percent of one- and two-year-olds tested in the De Pere Health Department jurisdiction.
 - 4. The number of children with a capillary blood lead level greater than or equal to 3.5 micrograms per deciliter and the number who received a confirmation test within 90 days after the capillary test.
 - 5. The number of children with a confirmed blood lead level greater than or equal to 3.5 micrograms per deciliter.
 - 6. Activities the local health department provided to increase testing.

This report should be emailed [send secure] to the Childhood Lead Poisoning Prevention Program
DHSLeadPoisoningPrevention@wi.gov by February 1, 2026.

Programs Providing Funds for this Objective

Childhood Lead Consolidated: \$2,161

Agency Funds for this Objective:

Data Source for Measurement

An Agency-generated report.

Baseline for Measurement

Baseline will be determined at the end of 2024.
This baseline must be included for perspective on future objectives being proposed.

Context

There is no designated value range for this objective. This objective is intended to assure that the local health department is promoting the updated Wisconsin Blood Lead Testing Recommendations.

Context Continued

Input Activities

- Baseline will be established as this is the first year the health department is choosing this objective due to the universal screening recommendations as of 1/2024.
- Contact providers in the De Pere Health Department jurisdiction and provide universal testing campaign materials.
- Outreach to families with children under age 3 to get their child tested for lead through local childcare centers.

Objective: Risk Profile

Percent of Objective Accomplished

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
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Corresponding Percentage Recoupment

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Corresponding Potential Recoupment Amounts

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Definition of Percent Accomplished

Contract Agreement Addendum: Exhibit II(B)

Contract #: 65397

Agency: De Pere Department of Public Health

Contract Year: 2025

Program: Childhood Lead Consolidated

Objective #: 1 of 1

Objective Value: \$2,161

Conditions of Eligibility for an Incentive

Contract Agreement Addendum: Exhibit II(B)**Contract #:** 65397**Agency:** De Pere Department of Public Health**Contract Year:** 2025**Program:** Immunization**Objective #:** 1 of 1**Objective Value:** \$8,939**Objective: Primary Details****Objective Statement**

Objective 1: Immunization

By December 31, 2025, 82% children residing in the De Pere Health Department jurisdiction who turn 24 months of age during the contract year will complete 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 1 Varicella and 4 Pneumococcal Conjugate (PCV) vaccination by their second birthday.

Deliverable Due Date: 01/31/2026**Contract Deliverable (Evidence)**

1. A Wisconsin Immunization Registry (WIR)-generated population-based standard benchmark report, documenting the number of children in the De Pere Health Department jurisdiction who turned 24 months of age in 2025 contract year. The end-of-year report should be run with a 30-day buffer to ensure that all updated data have been received by the WIR. With the end-of-year report, include a summary of the accountability targets and the progress achieved, including the activities and interventions conducted. Include any barriers that may have been identified. A template to be used has been provided by the program.

Criteria for the Mid-Year Report (optional):

Birthdate Range: 01/01/2023- 06/30/2023

Evaluation date: 07/01/2025

Run date: 07/01/2025

Criteria for the 2025 End-of-Year Report:

Birthdate Range: 01/01/2023- 12/31/2023

Evaluation date: 01/01/2026

Run date: 02/01/2026

2. An estimated itemized budget must be submitted during the negotiation phase of the contracting process. A template to be used for this budget is provided by the Immunization Program.

Programs Providing Funds for this Objective

Immunization: \$8,939

Agency Funds for this Objective:**Data Source for Measurement**

Wisconsin Immunization Registry Records.

Baseline for Measurement

The 2023 end-of-year population-based standard benchmark report will be used to determine the baseline for the 2025 population-based objective.

WIR baseline benchmark report-79% Add 3% per formula. 2025 EOY Goal=82%

For the baseline measurement, the following parameters will be used to run the benchmark report:

Birthdate Range: 01/01/2021 - 12/31/2021

Evaluation Date: 01/01/2024

Run Date: After: 01/01/2024

Context

Children will be assessed using the standard benchmark report for having 4 DTaP, 3 Polio, 1 MMR, 3 Hib 3 Hepatitis B, 1 varicella and 4 Pneumococcal Conjugate (PCV) vaccination by 24 months of age. Progress towards reaching 80% will be measured using a WIR Benchmark report. Only children who have moved out of the agency's jurisdiction may be removed from the cohort for analysis. Unless you can prove that a child has moved out of your jurisdiction, you cannot remove him/her from your cohort.

Guidelines for determining increase needed for progress towards 2025 goals, using the 2023 end-of-year coverage rate as the baseline (see Section E).

Required Increase:

Greater or equal to 59% - 5% Above Baseline

60-69% - 4% Above Baseline

Contract Agreement Addendum: Exhibit II(B)

Contract #: 65397

Agency: De Pere Department of Public Health

Contract Year: 2025

Program: Immunization

Objective #: 1 of 1

Objective Value: \$8,939

70-79% - 3% Above Baseline
80-85% - 2% Above Baseline
86-89% - 1% Above Baseline
Greater or equal to 90 - Maintain

A list of accountability targets, or activities that will be conducted to achieve the objective goal, MUST be provided by or at the time of contract negotiation. Agencies should consult the Addendum of the Immunization Program Boundary Statement or their regional Immunization Program advisor for assistance in determining activities and interventions that will help them achieve the required increase for their population assessment.

Context Continued

Input Activities

The Wisconsin Immunization Program recommends the following activities to help ensure success of this objective and De Pere Health Department staff will implement the following targeted strategies:

- Contacting parents of infants without immunization histories
- Tracking
- Coordination of immunization services with other LHD and tribal programs
- Sharing information with area physicians
- Requesting that information is entered into the WIR.
- Reminder/recall
- Working with schools and daycare centers to promote immunization among attendees

The Wisconsin Immunization Program requires a minimum of 3 attempts to personally contact a responsible party.

Only children who have moved out of the agency's jurisdiction may be removed from the cohort for analysis. Unless you can prove that a child has moved out of your jurisdiction you cannot remove him/her from your cohort.

Reminder/recall activity is not listed in a particular order, and we suggest you use the method that is the most successful for your community:

- Letter
- Phone call
- Home visit
- Email
- Text message

In addition, funds may be utilized to enhance influenza vaccination coverage rates. Example activities include but are not limited to:

- Staff time
- Vaccine storage supplies
- Influenza clinic planning
- Partner outreach to populations of low coverage rates

Activities that are not allowed:

- Case follow up and contact tracing should not be included in these activities.
- Funds cannot be used to purchase vaccines.
- COVID-19 and Mpox activities are not included currently.

Additional interventions/activities are in an addendum to the Immunization Program Boundary Statement. These are suggested interventions/activities that LHDs are strongly to consider in order to achieve this objective.

Objective: Risk Profile

Percent of Objective Accomplished

Contract Agreement Addendum: Exhibit II(B)

Contract #: 65397

Agency: De Pere Department of Public Health

Contract Year: 2025

Program: Immunization

Objective #: 1 of 1

Objective Value: \$8,939

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
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Corresponding Percentage Recoupment

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Corresponding Potential Recoupment Amounts

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Definition of Percent Accomplished

Conditions of Eligibility for an Incentive

Contract Agreement Addendum: Exhibit II(B)

Contract #: 65397
Program: Maternal and Child Health Block Grant

Agency: De Pere Department of Public Health
Objective #: 1 of 1

Contract Year: 2025
Objective Value: \$7,413

Objective: Primary Details

Objective Statement

Objective 8: Social Connections
By December 31, 2025, the agency, in collaboration with community partners, will implement and evaluate strategy two to improve social connections in their community.

Deliverable Due Date: 01/31/2026

Contract Deliverable (Evidence)

Submit data quarterly using the Title V reporting survey to document activity progress, successes, barriers, and outcomes.

Programs Providing Funds for this Objective

Maternal and Child Health Block Grant: \$7,413

Agency Funds for this Objective:

Data Source for Measurement

Quarterly Alchemer reports and learning community attendee list.

Baseline for Measurement

Baseline information as identified in the 2025 MCH Objectives Supplement.

Context

This work will address the Title V State Performance Measure for Social Connections: Percent of Wisconsin adults who report that they *usually* or *always* get the social and emotional support that they need.
Title V State Performance Measure for Representative Participation: Percent of performance measures with family, youth, and community engagement embedded into programs and policies.

Context Continued

Input Activities

Implement and evaluate the selected strategy as outlined below with activity details that your agency identified in the 2025 Maternal Child Health (MCH) Objectives Supplement.

Strategy 2: Implementation of action plan and practice change.

Core Activities:

- Implement action plan and practice change.
- Conduct outreach, recruit, and support sustained partnerships.
- Enhance community engagement to inform, develop, and implement social connections and activities.
- Collaborate with community partners to promote social connections throughout the community.
- Participate in all Learning Community Calls to support progress on the Title V State Performance Measure related to Social Connections.
- Attend 2025 MCH Summit (virtually).

Objective: Risk Profile

Percent of Objective Accomplished

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
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Corresponding Percentage Recoupment

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Corresponding Potential Recoupment Amounts

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Contract Agreement Addendum: Exhibit II(B)

Contract #: 65397

Agency: De Pere Department of Public Health

Contract Year: 2025

Program: Maternal and Child Health Block Grant

Objective #: 1 of 1

Objective Value: \$7,413

Definition of Percent Accomplished

Conditions of Eligibility for an Incentive

Boundary Statements for 2025 DPH Consolidated Contract Funding

Note: This attachment includes Boundary Statements for funding associated with the DPH 2025 Consolidated Contract. Individual agencies may not receive all funding.

2025 Program Boundary Statement Wisconsin Immunization Program

For each performance-based contract program, the Division of Public Health has identified a boundary statement. The boundary statement sets the parameters of the program within which the local health department (LHD), tribe or agency will need to set its objectives. The boundaries are intentionally as broad as federal and state law permit to provide maximum flexibility.

However, if there are objectives or program directions that the program is not willing to consider or specific programmatic parameters, those are included in the boundary statement. LHDs, tribes and agencies are encouraged to leverage resources across categorical funding to achieve common program goals. The Wisconsin Immunization Program aligns well with the boundaries of the Women, Infants, and Children (WIC) and Maternal and Child Health (MCH) programs.

Program Boundary Statement:

The LHD's immunization program is expected to administer vaccines primarily to children from birth through 18 years of age. The LHD will assure the development and maintenance of a jurisdiction-wide immunization infrastructure necessary to raise immunization levels for universally recommended vaccines. The LHD is expected to maintain immunization levels for the clients served by the agency based on the current Advisory Committee on Immunization Practices (ACIP) recommendations. In addition, the LHD will assure adequate surveillance, prompt reporting and epidemiologic follow-up of vaccine preventable diseases. LHD's will provide perinatal Hepatitis B case management services as outlined in the Wisconsin Perinatal Hepatitis B Prevention Program Manual. In addition, every LHD must have at least one staff member watch the perinatal hepatitis B training webinar. The LHD will follow the Immunization Policy and Procedure Manual developed and distributed by the Wisconsin Immunization Program, unless otherwise agreed upon. It will also assure that community wide systems are in place to prevent vaccine preventable diseases such as diphtheria, tetanus, pertussis, polio, measles, mumps, rubella, Haemophilus influenzae B, varicella, pneumococcal disease, meningococcal disease, influenza, rotavirus, human papillomavirus (HPV), and hepatitis A and B. To ensure that funds provided for this program through the consolidated contract are used effectively, the contractee will be required to measure the outcome of its efforts to achieve goals. The LHD will establish and maintain partnerships with all immunization providers in its jurisdictions.

Long-term Program Goals:

The Wisconsin Immunization Program has reviewed and analyzed Healthiest Wisconsin 2020 and CDC's Healthy People 2020, the plans available at the time of review, to ensure that its program goals are aligned. The Program will continue to evaluate progress towards the 2020 goals on an annual basis.

The annual Consolidated Contract process is an important component of the Wisconsin Immunization Program's efforts to use evidence-based practices and data-driven activities to improve immunization rates. To that end, state, regional and local public health entities have a leadership role in educating for, implementing, assessing and assuring population-based immunization activities to meet local, state and federal immunization goals and objectives. Due to limited resources, high leverage activities need to be prioritized, thus having the greatest impact on programmatic functions and stated goals within the defined public health functions of assessment, policy development, and assurance.

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Currently, Wisconsin's rate for the 4:3:1:3:3:1:4 series for children aged 19-35 months is 69.2% (NIS 2017 data). Through performance-based contracts, we can execute population-based immunization activities to achieve local, state and federal immunization goals aimed at having 80% percent of Wisconsin children aged 19-35 months who received all universally recommended vaccines (4 DTap, 3 Polio, 1 MMR, 3 Hib, 3 Hep B, 1 Varicella and 4 PCV [4:3:1:3:3:1:4]). The 2019 Wisconsin Immunization Registry (WIR) statewide coverage rate for children 24 months of age is 72.13% for 4 DTap, 3 Polio, 1 MMR, 3 Hib, 3 Hep B, 1 Varicella and 4 PCV [4:3:1:3:3:1:4].

The 2020 NIS-Teen estimated Tdap, MCV4, and HPV coverage rates among Wisconsin adolescent males and females aged 13-17 years are Tdap (greater than or equal to 1), 91.6%; Meningococcal (greater than or equal to 1), 90.2%; HPV (greater than or equal to 1), 77.8%; and HPV (up to date), 61.5%. The 2021 Wisconsin Immunization Registry (WIR) adolescent statewide immunization coverage rates for both males and females aged 13–18-year-olds are HPV (1) 60.43%, HPV Complete 48.4%, Meningococcal (1) 71.9%, Tdap (1) 76.95%.

The percentage of students who met the minimum immunization requirements was 91.9% for the 2020-2021 school year. Noncompliant students were comprised of 2.9% who were behind schedule and 0.4% who had no record. The percentage of students with a waiver (personal conviction, religious, or medical) for one or more immunizations increased from 5.1% during the 2019-2020 school year to 9.1% during the 2020-2021 school year.

Annual Wisconsin Immunization Program Goals:

For 2023, increase the percent of Wisconsin children ages 19-35 months who receive all the universally recommended vaccines of 4 DTap, 3 Polio, 1 MMR, 3 Hib, 3 HepB, 1 Varicella and 4 Pneumococcal (PCV13) to the Healthy People 2020 goal of 80% for 4:3:1:3:3:1:4. An additional goal will be to increase the effective use of the Wisconsin Immunization Registry (WIR) or an immunization registry capable of interfacing with the WIR. Effective use is evidenced by an increase in the overall jurisdictional rise in immunization levels. LHDs must explore jurisdiction-specific practices to increase the number and effective use of registries as described above.

For 2023, increase the percent of Wisconsin adolescent children ages 11-12 that receive Tdap and MCV4 and are HPV Complete to the Healthy people 2020 goal. Also, an additional goal will be to increase the HPV initiation and completion of the series in adolescents by strongly recommending adolescent vaccines to parents of 11 through 18-year-old children.

For 2023, achieve 100% timely reporting of the School Report to Local Health Department (F-04002), according to DHS 144.07(4), Wis. Admin. Code.

Target Populations:

The Immunization Program primarily serves Wisconsin children ages 0-18 years.

References:

Federal Regulations/Guidelines:

Centers for Disease Control and Prevention (CDC), Grant Award Terms & Conditions, Federal Regulations and Policies

CDC Current ACIP Recommendations

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CDC Vaccines for Children (VFC) Program Operations Guide

CDC "Pink Book"

CDC Healthy People 2020

CDC National Immunization Survey (Note: Use interactive menus on VaxView pages.)

State of Wisconsin Statutes/Guidelines:

WI Statute 252

WI Administrative Rule DHS 144

WI Administrative Rule DHS 145

WI State Health Plan: "Healthiest Wisconsin 2020", including the Implementation Plan

Wisconsin Immunization Program Policies: Immunization Policy and Procedure Manual, 2010

Wisconsin Immunization Registry (WIR) User Manual

Core Competencies for Public Health Professionals

(http://www.phf.org/resourcestools/pages/core_public_health_competencies.aspx)

Note: Click "Cancel" if login credentials are requested after following the link. Then click "Download this File" on the Public Health Foundation's website to access the core competencies PDF file.

Optimal or Best Practice Guidance:

Contractees must use the WIR or an electronic immunization population-based data system that links with the WR.

Contractees should make every effort to identify and link immunization outreach and promotion activities with existing local health department efforts targeted at high-risk families. These may include but are not limited to: perinatal care coordination (PNCC); WIC programming and education; new-baby mailings and home visits; LHD health check programming; Birth to 3 programming; developmental screening programs; safe and healthy home inspections; Preparedness education for families; lead screening programs; school and daycare efforts; and reproductive health programming, etc.

Contractees must engage and foster community partnerships to 1) identify and address the needs of high-risk populations in a culturally competent and linguistically appropriate manner and 2) educate families and the community on the importance of on-schedule immunization of children.

Contractees should make every effort to share information on vaccine preventable diseases, immunization, and local assessment data with local private health care providers and key community stakeholders to include community-based organizations in an effort to increase immunization coverage rates within their jurisdictions.

Unacceptable Proposals:

The Wisconsin Immunization Program will not accept any objectives other than the template objectives in effect for the contract year. Once a population-based template objective has been negotiated, the addition of a unique objective may be considered through consultation with your Immunization Program representative.

Past programmatic template objectives may not fit into the new framework in which we are trying to achieve these goals. Use of past objectives will require negotiation and does not guarantee acceptance.

Relationship to State Health Plan: Healthiest Wisconsin 2020:

The vision of Healthiest Wisconsin 2020 (HW2020) is "everyone living better, longer." This was chosen to stress the importance of living a quality life from birth to old age, and to be inclusive of all communities and regions.

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Complementing HW2020's vision are two goals. The first goal is to improve health across the lifespan. This preventative approach emphasizes the importance of starting healthy practices at a young age in order to avoid acute and chronic disease and injury and continuing them until the end of life. The second goal of HW2020 is to eliminate health disparities and achieve health equity.

Communicable Diseases:

Immunize

Prevent disease, including strategies to reduce disparities in high-risk populations

Communicable disease prevention and control protect both individuals and entire populations. Effective immunizations have drastically reduced many, once common communicable diseases. Prompt identification and control of communicable diseases reduce illness and premature deaths, health costs, and absenteeism.

Objective 1

By 2023, protect Wisconsin residents across the life span from vaccine preventable diseases through vaccinations recommended by the U.S. Advisory Committee on Immunization Practices (ACIP).

Objective 2

By 2023, implement strategies focused to prevent and control reportable communicable diseases and reduce disparities among populations through higher immunization rates.

Addendum

Activities should focus on both individual/family-based interventions and community/system-based interventions where an immunization intervention might be used to reach high risk persons for increasing immunization rates. Examples include:

Community/System Activities

Registry

Promote the use of and enrollment in immunization registries and electronic health records that interface with WIR with private providers in your community.

Work with private medical doctors to utilize registries.

Contact private providers not currently using a registry to help facilitate in any way possible the use of WIR or a registry capable of interfacing with WIR (e.g., arrange a demonstration of WIR, coordinate with WIR Implementation Coordinator for training, offer to assist in facilitation of data entry).

Work with private providers to best utilize WIR when necessary to assure that immunization data will be entered accurately and in a timely manner.

Tracking and recall shall be conducted at least every other month as recommended by the Wisconsin Immunization Program's Immunization Policy and Procedure Manual.

Media

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Expand immunization media coverage to include “expert” guest columns.

Share stories on the benefits of immunization.

Implement media outreach strategies in support of childhood immunization in the community.

Market immunizations through social networks (e.g. Twitter, Facebook, websites, texting, etc.).
Marketing must be in compliance with HIPAA and confidentiality rules and regulations.

Community Outreach

Use zip-code level data to inform outreach in areas of low vaccination coverage.

Identify strategies to outreach under-immunized populations in your jurisdiction, e.g. church bulletin inserts, community newsletter information, “School Friday Folder” or backpack inserts to promote immunizations.

Ensure resources are culturally appropriate for ethnic groups in your community (i.e. correct language)

Work with community-based organizations such as local food banks, to educate the community and promote immunizations.

Meet with local medical societies, Rotary and/or Kiwanis clubs to gain support for local public health population-based efforts in the county or jurisdiction

Work with parish nurses at congregations to promote on-schedule immunization.

Partner with pharmacies to help vaccinate patients during clinic off-hours and promote immunizations.

Provide education to child health care center providers on the importance of keeping immunizations up-to-date (UTD) for children in their care.

Promote immunizations by having an informational flyer at the Department of Motor Vehicles (DMV) office in your jurisdiction.

Ask the county board chairperson to set one day during the school year as “Check Your Child/Adolescent Immunization Record Day”.

Community prevention and preparedness strategies should also include emphasis on UTD immunizations.

Provider Outreach

Share current immunization information or provide an annual immunization update with providers in your community.

Plan an immunization workshop for immunization providers.

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Promote childhood/adolescent immunizations by routinely measuring your jurisdiction's immunization coverage levels and share the results with staff and the medical community.

Meet with department head of pediatrics, nursery, OB or family medicine at local hospitals to promote on-schedule immunization of children, including birth dose of Hepatitis B.

Work with hospital perinatal educators to promote on-schedule immunization of infants, including birth dose Hepatitis B and Tdap and Influenza vaccine for new mothers and close contacts of infants.

School Outreach

Work with schools to promote the importance of immunization and school requirements.

Work with schools that have high waiver rates or decreasing compliance rates.

Work with school staff to provide education for parents choosing personal conviction waivers.

Work with schools to garner compliance with the school immunization law, DHS 144 Wis. Admin. Code.

Work with schools to ensure timeliness and accuracy of the School Report to Local Health Department.

Promote adolescent immunizations at school sporting events (e.g., signs at the concession stands).

Provide promotional materials to school health classes to promote the adolescent platform.

Coalitions

Share immunization assessment data with local private providers and local coalitions.

Actively seek new community coalition members (non-traditional)

Create, join, or support an immunization coalition.

Outline a community immunization action plan with coalition members to improve immunization coverage.

Partner with a nearby coalition to help raise HPV immunization rates in your jurisdiction.

Individual/Family Activities Check immunization records at lead screening sites.

PNCC clients – have an immunization education module and follow birth with appointment for the 1:1:1:1 vaccination series.

Check records of children of women being followed for inter-conception counseling.

Follow breast feeding mothers at 1-2 months and check on first immunization appointment.

Include Immunization teaching in all Health Education Activities targeted to MCH populations.

Promote the public access component of WIR.

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Partner with WIC to promote immunizations.

Assess and provide any needed immunizations at WIC appointments.

Use early intervention developmental profile (EIDP) education to assure that young women are fully immunized and/or referred for immunizations.

Provide accurate information to parents regarding vaccine safety.

Provide adolescent immunization information at sexually-transmitted disease (STD) clinics (during follow up), family planning, and pre-natal classes (especially those who might have pregnant teens in them).

Use teach-back methods for parents to understand the importance of immunization and to understand what immunizations are recommended the first time they hear it.

Keep message short

Use active voice

Frame ideas in the here and now

Avoid jargon and define unfamiliar terms

Write as you would speak

Wisconsin Childhood Lead Poisoning Prevention Program Program Boundary Statement

For each performance-based contract program, the Division of Public Health has identified a boundary statement. The boundary statement sets the parameters of the program within which the local public health agencies (LPHA) will need to set its objectives.

Program Boundary Statement:

Local childhood lead poisoning prevention programs are to implement objectives that will protect children against lead poisoning and eliminate it as a major childhood disease. The impact of LPHA activities should result in decreasing lead hazards in the environment(s) of children and increasing early detection and treatment of lead poisoning in children up to age 16. All children up to age 16 who have an elevated blood lead level should receive environmental and nursing interventions.

Education activities are to be targeted at community members who play a role in preventing lead exposure, eliminating lead hazards, providing blood lead testing, or providing medical or environmental follow-up to children who are lead poisoned (greater than or equal to 3.5 micrograms per deciliter [$\mu\text{g}/\text{dL}$]).

Long-term Program Goal:

To eliminate childhood lead poisoning in Wisconsin.

Annual Program Goals:

- Increase the involvement of community members in childhood lead poisoning prevention activities.
- Increase the availability of lead-safe housing for families with young children.
- Educate parents so they have the knowledge and skills necessary to protect their children from lead hazards.
- Increase blood lead testing of children across Wisconsin.
- Provide interventions for children with blood lead levels greater than or equal to 3.5 $\mu\text{g}/\text{dL}$.
- Provide comprehensive environmental investigations for children up to age 16 with elevated blood lead levels, including adequate documentation of environmental lead sources, work orders and property clearance.

High Risk Populations:

Highest-risk children for blood lead testing include those 0-5 years of age who meet one or more of the following criteria:

- live in high-risk neighborhoods,
- live, or spend significant time, in a house built before 1950.
- live in a house built before 1978 with recent or ongoing renovations
- are enrolled in the Medicaid or WIC program,
- have a sibling or playmate with lead poisoning.

Acceptable Program Objectives:

- Objectives that involve increasing blood lead testing for children under 6 years of age.
 - Local health departments must seek Medicaid reimbursement for blood lead testing of Medicaid-enrolled children. This may require establishing contracts with the managed care organizations within their community.

- Objectives that involve direct provision of services to families with children at high risk for, or with, lead poisoning.
- Objectives that build capacity in a community to prevent lead poisoning and increase the availability of lead-safe housing to families of young children.
 - This involves going beyond the one-to-one transfer of information to building partnerships with targeted organizations or groups that can assist in maximizing community resources to meet the goal of eliminating lead poisoning. For example, reaching out to child care regulators, child care providers, home visitors, and housing agencies who provide service to or work with the target population, parents or caregivers of young children.

Unacceptable Program Objectives:

- Objectives for general educational outreach, such as health fairs or public service announcements, will not be accepted.

State of Wisconsin Statute and Administrative Rules:

- WI Statute Chapter 254: *Environmental Health* (<http://docs.legis.wi.gov/statutes/statutes/254.pdf>)
- WI Administrative Rule DHS 163: *Certification for the Identification, Removal and Reduction of Lead-Based Paint Hazards* (http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/163.pdf)
- WI Administrative Rule DHS 181: *Reporting of Blood Lead Test Results* (http://docs.legis.wisconsin.gov/code/admin_code/dhs/110/181.pdf)

Program Policies and Guidance Documents:

- WI Blood Lead Testing Recommendations
- WCLPPP Handbook for Local Health Departments (Revised 2014; <https://www.dhs.wisconsin.gov/lead/ph-intervention.htm>; under the Handbook tab)
- Nursing and environmental investigation forms and templates; (<https://www.dhs.wisconsin.gov/lead/ph-intervention.htm>; under the Forms and Templates tab)
 - [Nursing Case Management Report](#) (F-44771A)
 - [Nursing Case Closure Report](#) (F-44771B)
 - [Property Investigation Report](#) (F-44771C)
 - [Property Investigation Closure Report](#) (F-44771D)
 - [Risk Assessment Report](#) (template)
 - [Work Specification Language for Lead Hazard Reduction](#) (list of work spec options)
 - [Work Orders Letter](#) (template)
 - [Scope of Work](#) (template)
 - [Clearance Report](#) (template)
- *How to Do A Lead Risk Assessment* video (<https://www.youtube.com/watch?v=QOrhcnYKUwU>)
- Healthy Homes and Lead Poisoning Surveillance System (HHLPPS) Job Aids (<https://www.dhs.wisconsin.gov/lead/hhlpps-job-aids.htm>)
- Medicaid reimbursement for lead-related services (<https://dhs.wisconsin.gov/lead/medicaid-reimbursement.htm>)

Relationship to the Wisconsin Health Improvement Plan and its Priorities

Lead exposure can cause permanent brain damage and negatively affect learning, behavior, and health throughout the child's life. Lead exposure can have an impact the Division of Public Health's Health Improvement Plan Priority in a few areas:

- **Healthy housing**
Housing is a basic need for all. Housing needs of communities in Wisconsin often do not match the housing and related resources that are available. Community members described healthy housing as housing that is affordable, stable, safe, and meets the needs of those who live there. More than 350,000 homes in Wisconsin have potential lead-based paint hazards that are harmful to health, especially in children. Housing may affect health directly by, for example, being free of pollutants and lead. Housing may also indirectly affect health through factors like location and accessibility by facilitating economic well-being, social connectedness, access to education, access to nearby health care services, and more. Healthy housing is an important contributor to the overall social and economic vitality of a community.

References:

Federal Regulations and Guidelines:

- Educational Services for Children Affected by Lead Expert Panel, *Educational intervention for children affected by lead*. Atlanta: U.S. Department of Health and Human Services (April 2015);
https://www.cdc.gov/nceh/lead/publications/Educational_Interventions_Children_Affected_by_Lead.pdf.
- CDC's Blood Lead Reference Value and Recommended Actions (Oct 2021)
<https://www.cdc.gov/nceh/lead/data/blood-lead-reference-value.htm>
- CDC Advisory Committee on Childhood Lead Poisoning Prevention, *Low Level Lead Exposure Harms Children: A Renewed Call for Primary Prevention*. Atlanta: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, (https://www.cdc.gov/nceh/lead/docs/final_document_030712.pdf; CDC, January 2012)
- U.S. Dept of Housing and Urban Development, *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*. (2012 Edition;
https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines).
- Centers for Medicare and Medicaid Services, *State Medicaid Manual, Part 5. Early and Periodic Screening, Diagnosis and Treatment*. Section 5123.2, page 5-15,
<https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Paper-Based-Manuals-Items/CMS021927>

2025 Program Boundary Statement Radon Program

For each performance-based contract program, the Division of Public Health has identified a boundary statement. The boundary statement sets the parameters of the program within which the local public health department (LPHD), Tribe or agency will need to set its objectives. The boundaries are intentionally as broad as federal and state law permit to provide maximum flexibility. However, if there are objectives or program directions that the program is not willing to consider or specific programmatic parameters, those are included in the boundary statement.

Program Outline:

Objectives for reducing exposures to elevated indoor radon in homes are funded for two classes of agencies:

Radon Information Centers (RICs): Seventeen local health or environmental agencies will be funded to deliver eight services of a single objective, each agency to multiple counties (a region). Services include: outreach, public consultation, proficiency training, coordination with DPH, test kit/detector data collection and analysis, and field site visits.

Local health agencies other than RICs will not be funded in 2025.

Long-term Program Goals: The Outcome Goal is reduction of lung cancer incidence by reducing exposures of the public to indoor radon. An Output Goal is that every home with ground contact be tested for radon, identifying those with exposures to residents averaging higher than 4 pCi/L in occupied spaces, and reducing those to far below 4 pCi/L with the mitigation method recommended by US EPA. Another Output Goal is that new homes be built with features recommended as effective in helping to keep radon out of the indoor air.

Target Populations:

- Residents of all homes in Wisconsin having ground contact.
- Residents in regions of the Wisconsin radon risk map where higher percentages have elevated radon.

Every home with ground contact should be tested, because:

- Homes with elevated radon have been found in virtually every zip code in Wisconsin;
- The radon in any particular home is not predictable;
- Neighboring homes tend to have greatly dissimilar concentrations;
- Radon screening tests may be made for as little as \$10 and radon mitigation is available at reasonable cost.
- The only way for homeowners to know if their radon is elevated is to test.

References:

Federal Guidelines and state statute

- ***US EPA: Citizen's Guide to Radon***
- US EPA: Home Buyers and Sellers Guide to Radon
- US EPA: Consumers' Guide to Radon Reduction
- State of Wisconsin Statutes s. 254.34

Program Policies

- Policies of the US EPA regarding measurement, mitigation, and risk reduction for radon in homes, as reflected in the three EPA documents above, should be recommended. No others have been specified in state legislation.

Unacceptable Proposals:

- Radon measurement for building types other than homes will not be funded. Advising them is done only by DPH in coordination with RICs, because measurement protocols, interpretation of results in terms of risk, and methods of mitigation can differ from those for various building types.
- Funds will not be provided to pay for radon mitigation itself.

Relationship to the Wisconsin Health Improvement Plan and its Priorities

Radon is the second leading cause of lung cancer and the leading cause of lung cancer among non-smokers. Testing for and mitigating radon in places where people live, work, and attend school and child care can help prevent future incidence of lung cancer. Radon is a component of the 2023–2027 Wisconsin Health Improvement Plan in two priority areas: Supportive Systems of Care and Healthy Housing.

Supportive Systems of Care

Objective 1: Improve the accessibility and affordability of quality early care and educational opportunities that meet the needs of families and caregivers.

- Relevant strategy: Improve quality of early childhood care and education.
- Relevant activities: Ensure, through policy, programs, education, and ongoing enforcement, that care and education facilities are safe from environmental hazards, including **radon**.
- Methods: Testing for and mitigating radon when levels are high is now required of every licensed group and family child care center in Wisconsin. The DHS Radon Program and regional Radon Information Centers will continue to support state efforts to reduce exposures to high radon in child care facilities by:
 - Offering radon education and resources to current and prospective child care providers.
 - Offering radon training to the Department of Children and Families and Child Care Resource and Referral Agencies.
 - Calculating the number of radon mitigation system installations in child care centers and the impact of those mitigations on children's health in Wisconsin.

Healthy Housing

Objective 3: Improve the quality, safety, and accessibility of housing.

- Relevant strategy: Improve the safety of housing.
- Relevant activities: Improve detection, abatement, and enforcement policies and programs for home hazards, including **radon**.
- Methods: The DHS Radon Program and regional Radon Information Centers will continue to support state efforts to reduce exposures to high radon in homes by:
 - Using indicators to show trends in the percentage of homes with healthy, safe environments in all communities with a focus on minority, low income, and underserved areas. Indicators for the Radon Program include number of test results returned and number of radon mitigations performed.
 - Updating mapping tools regularly to show risk potential for radon in areas statewide.
 - Moving state and local policy toward radon resistant new construction for all new homes being built.
 - Moving state and local policy toward licensure or certification for all radon measurement and mitigation professionals conducting work in Wisconsin.

2025

Maternal Child Health Program Parameters

The Title V Maternal and Child Health (MCH) Services Block Grant creates federal-state-local partnerships to develop state and local systems to meet the critical challenges facing women, children, youth, families, children and youth with special health care needs (CYSHCN) and communities. Local health departments (LHD) and Tribal agencies are encouraged to work with community and state partners to achieve common program goals as well as to assure coordination with all the CYSHCN programs that serve children and youth with special health care needs (i.e., the Resource Centers for CYSHCN and others) as appropriate. States must use at least 30% of Title V Block Grant funds for preventive and primary care programs serving children; and 30% to support programs for CYSHCN.

Target Populations

The populations to be served are all infants, children, and youth, including children and youth with special health care needs, and people who are pregnant and their families, with a special focus on those at risk for poor health outcomes.

State MCH Priorities and Performance Measures

The 2020 MCH Needs Assessment led to the identification of MCH priorities and performance measures for 2021-2025.

MCH program priority needs

- Advance Equity and Racial Justice
- Assure Access to Quality Health Services
- Cultivate Supportive Social Connections and Community Environments
- Enhance Identification, Access and Support for Individuals with Special Health Care Needs and their Families
- Foster Positive Mental Health and Associated Factors
- Improve Perinatal Outcomes
- Promote Optimal Nutrition and Physical Activity

National and state performance measures by population domain

- Women/Maternal Health
 - Annual Preventive Visit
- Perinatal/Infant Health
 - High Quality Perinatal Care
 - African American Infant Mortality
 - Breastfeeding
- Child Health
 - Developmental Screening
 - Physical Activity – Ages 6 through 11
- Adolescent Health
 - Injury Hospitalization – Ages 10 through 19
 - Adolescent Well-Being
- Children and Youth with Special Health Care Needs
 - Medical Home

- Transition - from pediatric to adult health care
- Cross-cutting/Life course
 - Social Connections
 - Representative Participation

Maternal Child Health (MCH) Program Parameters: Required Activities

Local health departments (LHD) and Tribal agencies receive Title V (MCH) funds to implement projects that address select Title V National and State Performance Measures. The objectives and strategies outlined for agencies help measure and accomplish the Title V MCH program's overall goals related to adolescent well-being, breastfeeding, child development, high quality perinatal care, physical activity and nutrition, health equity, representative participation, and social connections. LHDs and Tribal agencies can use local community health assessments, surveillance data, and other data sources to assist with strategy selection, systematic program planning, and policy development to implement and evaluate each selected strategy.

See the "2025 MCH Template Objectives" document with specific strategies for each objective, *found on the [Division of Public Health Grants and Contracting \(GAC\) System page](#) under "2025 Program Information", Maternal and Child Health" section.*

Required activities across all objectives include:

1. Implement and evaluate the selected objective(s) with activity details agency identified in the [2025 MCH Objective Supplement](#).
2. Collaborate with community partners to promote selected objective(s) throughout the community.
3. Participate in quarterly Learning Community Calls to support progress on the selected objective(s).
4. Participate in training and technical assistance opportunities to support strategies for implementing health equity and community engagement in selected objective(s).
5. Attend the 2025 MCH Summit (virtually).
6. [Well Badger Resource Center](#)
 - a. Confirm agency is listed and information is updated in the Well Badger Resource Center searchable directory found at www.wellbadger.org.
 - b. Promote the Well Badger Resource Center using their tools for professionals and partners through the following strategies.
 - i. [Print and/or order Well Badger Resource Center materials](#), such as flyers and posters, and display in areas where clients are served.
 - ii. Include the Well Badger Resource Center phone number and email on agency's voicemail for clients calling outside normal business hours.
 1. Call: 1-800-642-7837 or Text: 608-360-9328
 2. Email: help@wellbadger.org
 - iii. [Incorporate the Well Badger Resource Center social media posts and/or newsletter messages](#) into agency's communication methods.
7. Submit data quarterly using the Title V reporting survey to document activity progress, successes, barriers, and outcomes.

8. Utilize data and prevention recommendations from local Fetal Infant Mortality Review (FIMR) and Child Death Review (CDR) teams to inform and align the work of selected MCH objective(s). *This does not apply to agencies that do not have a local FIMR or CDR team.*
9. Request technical assistance as needed from agency's assigned MCH contract administrator.
10. All materials for public distribution developed by a grantee funded by the Title V MCH Block Grant must identify the funding source as follows: *"Funded in part by the MCH Title V Services Block Grant, Maternal and Child Health Bureau, Health Resources and Services Administration, U.S. Department of Health and Human Services."*
11. **Budget:**
 - a. Submit a 2025 budget to MCH contract administrator, using the Title V budget template available on the [Division of Public Health Grants and Contracting \(GAC\) System page](#) under the 2025, Maternal and Child Health (MCH) section.
 - b. Changes across budget categories of 20% or more will need to be approved by contract administrators.
12. **Expense & Match Reporting:**
 - a. Agencies should report expenses and local match **monthly** using the GEARS Expenditure report available [here](#).
 - b. Agencies should use profile ID #159320 for Title V MCH expenses (unless directed otherwise) and profile ID #193002 for Title V MCH match expenses.
 - c. Agencies should copy their MCH contract administrators on all expense report and match submissions.
 - d. Agencies receiving federal funds must provide 75% match for all Title V MCH Block grant funds. Agencies that do not meet their MCH match requirements may be subject to repayment of grant funds. Tribal Agencies are not required to report match.

Grantee Name: De Pere Health Department**Direct Costs (Sections I-VI)****I. Personnel Costs****Total Personnel Costs:****II. Fringe Benefit Costs****Total Fringe Benefit Costs:****III. Consultant and Sub-Contract Costs**

Sub-contractors may include training providers, transportation contracts, youth advisory boards, guest speakers, implementation arrangements where your agency provides funds for services to another agency. List type of subcontract, agency name, and provided. Must include a calculation of costs, for example: X number of hours or sessions at X rate. Add a new line and repeat for each consultant.

Community engagement event guest speaker/event implementation partner expenses (details to be determined)

Facility Use/Rental Fees (details to be determined)

Total Consultant and Sub-Contract Costs:**IV. Supply Costs**

Provide description of supply items required for program implementation. Basic materials may include consumable office supplies, office chairs, desks, markers), materials for tabling or recruitment events, technology, incentives, educational materials supplies, and other supplies priced less than \$5,000. All supplies must include justification for the purchase and a calculation of items at X cost or provide a calculation for cost based on similar programs expenses or justified by X amount per FTE.

Program Supplies: Basic materials required for providing a community engagement event to include: pens, markers, copies of program activity sheets, materials for tabling.

Printing and Copying: Printing costs for outreach materials for 12 months = \$513 This expense is estimated based on adjacent programs from previous years, assuming a similar volume of printed materials to support partners.

V. Operations Costs**Total Operations Costs:****VI. Travel Costs****Total Travel Costs:****Total Direct Costs (Categories I-VI)****VII: Indirect Costs****Total Indirect Costs:****Total All Categories (I-VII):**

Budgeted Amount \$7,413
\$0.00
\$0.00
ation partners, or other details about services it for each subcontract or
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\$6,400.00
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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. [Disclosure of Lobbying Activities \(Standard Form-LLL\)](#)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Signature of Official Authorized to Sign Application)

(Date)

Chrystal Woller

Health Officer/Health Department Director

(Print Name)

(Title)

(Agency / Contractor Name)

(Title of Program)

DEPARTMENT OF HEALTH SERVICES
Division of Enterprise Services
F-01788 (03/2022)

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SIGNATURE – Official Authorized to Sign Application		Date Signed
For (Name of Vendor)	Unique Entity Identifier (UEI), if applicable	

Certificate Of Completion

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 Document Pages: 59
 Certificate Pages: 5
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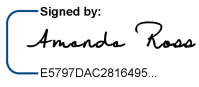
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Chrystal Woller
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Anna Benton
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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Health Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: DHSCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DHSCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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CITY OF DE PERE

MEMO



To: Honorable Mayor James Boyd and Members of the Finance/Personnel Committee
From: Chrystal Woller BSN, RN, MBA, Health Director
Meeting Date: 1/14/2025

Re: Consideration and Possible Action on the routine renewal of the DATCP MOA

The De Pere Health Department has received the renewal contract from the WI Department of Agriculture, Trade and Consumer Protection (DATCP) for the new performance period of 7/1/2025 through 6/30/2028. This executed contract allows the health department to continue to act as the DATCP's local Agent to issue licenses, inspect, and regulate retail food establishments, campgrounds, recreational and educational camps, public swimming pools and water attractions, hotels, motels, tourist rooming houses, and bed and breakfast establishments.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF WISCONSIN
DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION
AND
DEPERE DEPARTMENT OF PUBLIC HEALTH**

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into for the period **07/01/2025** through **06/30/2028** (“Performance Period”) by and between the Wisconsin Department of Agriculture, Trade and Consumer Protection (“DATCP”), whose principal business address is 2811 Agriculture Dr., P.O. Box 8911, Madison, WI 53708-8911 and **DEPERE DEPARTMENT OF PUBLIC HEALTH (“Agent”)**, whose service address is **335 S. Broadway, DePere, WI, 54115**, for the purpose of addressing issues of mutual interest to the parties regarding Wis. Stat. §§ 97.41 and 97.615 and Wis. Admin. Code ch. ATCP 74. The Agent's jurisdiction under this MOA includes the following geographic area(s): **City of DePere**.

RECITALS:

WHEREAS, the issues of mutual interest include an integrated food safety system and safe operation of retail food, lodging, and recreational establishments within the State of Wisconsin; and

WHEREAS, the intention of this MOA is to provide a framework for the provision of services for the inspection, licensing, complaint and foodborne illness investigation for retail food, lodging, and recreational establishments as an Agent for the DATCP; and

WHEREAS, the primary outcome intended by this MOA is to improve the level of service and consistency for providing inspections, licensing, complaint and foodborne illness investigations for retail food, lodging, and recreational establishments; and

WHEREAS, the parties intend to clarify their relationship to establish a common understanding regarding their roles, responsibilities, and procedures that will facilitate the best provision of services between our agencies; and

WHEREAS, the DATCP has authority under Wis. Stat. §§ 97.41 and 97.615 and Wis. Admin. Code ch. ATP 74, authorizing the DATCP to enter into a written contract designating a local health department, defined in Wis. Stat. § 250.01 (4), to act as the DATCP’s local Agent to administer the retail food, lodging, and recreational establishment program for the purpose of enforcing Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and the applicable provisions of the Wisconsin Administrative Code; and

NOW, THEREFORE, DATCP and the Agent hereby resolve and agree they will mutually support and adhere to the following principles, and exert their best efforts in doing so.

I. PURPOSE.

The Agent hereby agrees to protect public health and safety, as the Agent of the DATCP under Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and Wis. Admin. Code ch. ATP 74, and the terms and conditions of this MOA. The Agent agrees to issue licenses to, inspect, and regulate retail food establishments, campgrounds, recreational and educational camps, public swimming pools and water attractions, hotels, motels, tourist rooming houses, and bed and breakfast establishments, as specified in this MOA, enforcing all applicable provisions of the Wisconsin Statutes and Administrative Code and associated DATCP policies, interpretive memos and procedures including, but not necessarily limited to, Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and Wis. Admin. Code chs. ATP 72 (Hotels, Motels, and Tourist Rooming Houses), 73 (Bed and Breakfast Establishments), 74 (Local Agents and Regulation), 75 (Retail Food Establishments) and its Appendix (Wisconsin Food Code), 76 (Safety, Maintenance, and Operation of Public Pools and Water Attractions), 78 (Recreational and Educational Camps), and 79 (Campgrounds). If the Agent inspects individual vending machines, the Agent will receive reimbursement from the DATCP.

The DATCP agrees to fulfill its responsibilities to the Agent required by Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, Wis. Admin. Code ch. ATP 74, and this MOA.

Pursuant to Wis. Admin. Code § ATP 74.06 (7), the DATCP shall whenever feasible provide

notice to an Agent program at least one fiscal year before making any changes to Department policies and procedures not specified in the MOA that would adversely affect the budget of an Agent program.

This MOA incorporates any amendments to the statutes or administrative rules cited in this MOA, as well as any additional statutes or rules, related to retail food, lodging, and recreational establishment licensing that may be enacted or adopted during the term of this MOA. The Agent agrees that all of its obligations under this MOA include any of these amendments, enactments or adoptions.

A. Meetings and Consultation. Both parties agree to meet as needed, to identify issues of mutual concern and discuss strategies to address identified issues.

B. Designation of Contacts. The Agent agrees to identify its primary spokesperson to the DATCP, and the DATCP agrees to do the same for discussion of all topics identified in this agreement.

II. SCOPE OF WORK.

A. DEFINITIONS

1. **Administrative Follow-Up** means a mandatory reinspection to ensure that a priority, critical or recurring violation has been corrected, but may be performed without an onsite visit by electronic or other effective means. An administrative follow-up shall be conducted as soon as possible, based on the scheduled date for correction(s). An applicable administrative follow-up fee may be required per Agent policy. An administrative follow-up or reinspection will be required as identified in the DATCP's reinspection criteria for retail food and recreational facilities.

2. **Agent** means a local health department (LHD) as defined in Wis. Stat. § 250.01 (4), that has entered into a MOA with the DATCP and is authorized under the terms of that MOA to administer a retail food establishment, lodging, and recreational safety regulatory program, pursuant to Wis. Stat. §§ 97.41 and 97.615 (2), in the local health department's area of jurisdiction.

3. **Agent Program** means the retail food establishment, lodging, and recreational safety

regulatory program operated by an Agent.

4. **Agent Program Plan** means the plan developed by the Agent for the administration of the Agent program and enforcement of Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, related provisions of the Wisconsin Administrative Code, and any applicable local ordinances or regulations cited in its enforcement actions for the types of facilities for which the Agent has been delegated Agent status.

5. **Agent Standard** means a member of the Agent’s inspection staff, responsible for leading standardization exercises, as prescribed in the DATCP’s Standardization Manual, for the environmental health inspection personnel in the Agent’s jurisdiction, who has successfully completed the initial standardization process, is current in their inspection standardization maintenance exercises, and has received a letter of completion from the DATCP.

6. **Complaint** means an allegation, presented to an Agent or the DATCP, of a possible public health hazard or violation of any provision of the Wisconsin Statutes and Administrative Code indicated in this contract or a local public health ordinance or regulation.

7. **Conflict of interest** means a conflict between the private interests and the official responsibilities of a person in a position of trust. As provided in Wis. Stat. § 19.59 (1), a conflict of interest occurs when the exercise of a person's official responsibilities gives the person the opportunity to obtain financial gain or anything of substantial value for the private benefit of himself or herself, his or her immediate family, or an organization with which he or she is associated.

8. **DATCP** means the Wisconsin Department of Agriculture, Trade and Consumer Protection.

9. **Enforcement Action** means a statutorily authorized action imposed on a licensee for non-compliance with a provision of the Wisconsin Statutes or Administrative Code. Enforcement actions include, but are not limited to, holding orders, citations, forfeitures, temporary orders, license suspension, or revocation of a license.

10. **Establishment or Facility** means a retail food establishment, hotel, motel, tourist rooming house, bed and breakfast establishment, food vending machine, camping resort or other campground, recreational educational camp, public swimming pool or water attraction licensed pursuant to Wis. Stat. ch. 97.

11. **Fiscal Year** means July 1 of one year through June 30 of the next year.

12. **Follow up Inspection** means a non-mandatory inspection by the Agent to ensure non-critical violations, cited in a routine inspection, have been corrected by a licensee.

13. **Foodborne Disease Outbreak** means the occurrence of two or more cases of a similar illness of persons, resulting from the ingestion of a common food.

14. **Inspection Fee** means a fee charged by the Agent program, the amount of which is reasonably related to the cost of performing an assessment of an establishment's compliance with the statutes and rules, under which a license is granted, including the following:

- a. An inspection in an establishment not under the DATCP's regulatory authority.
- b. An Agent inspection in its jurisdiction of a DATCP licensed or other Agent licensed mobile or temporary retail food establishment.

15. **Inspector** means any employee inspecting establishments for the DATCP, or the Agent under the jurisdiction of an Agent program.

16. **License** means the legal authority granted by the DATCP or its Agent to operate an establishment.

17. **Licensee** means the person or entity licensed to operate an establishment.

18. **Local Public Health Ordinance or Regulation** means an ordinance adopted by a village, city or county, or a regulation adopted by a local board of health, as the DATCP's Agent, pursuant to Wis. Stat. § 97.41 (7) or 97.615 (2) (g).

19. **MOA** means a signed, written agreement between a local health department and the DATCP setting forth the obligations of each party in the operation of an Agent program.

20. **Memorandum of Understanding (MOU)** means an agreement between the DATCP

and another state agency for designating each agency’s responsibilities in shared governance. Examples include agreements with the department of public instruction and the department of natural resources.

21. **New Agent** means an Agent that has entered into its first contract with the DATCP or an Agent that has applied to reenter into a contract with the DATCP after termination of a previous contract.

22. **Person** means an individual, married couple, legal entity of a partnership, corporation, or limited liability company, municipality, county, town, or state or local agency.

23. **Pre-licensing Inspection** means an inspection that must be completed before a license is granted and the licensee may begin operating an establishment.

24. **Program Evaluation** means an assessment by the DATCP of the Agent’s adherence to the provisions of this MOA.

25. **Registered Environmental Health Specialist/Registered Sanitarian or REHS/RS** means a person who holds a REHS/RS credential awarded by the National Environmental Health Association.

26. **Registered Sanitarian or RS** means an individual who is a Wisconsin-registered sanitarian, pursuant to Wis. Stat. §440.98 and Wis. Admin. Code. chs. SPS 174 to 177 or is recognized as a registered environmental health specialist/registered sanitarian.

27. **Reimbursement** means the portion of the license fee, collected by the Agent, that is remitted to the DATCP, pursuant to Wis. Stat. § 97.41 (5) or 97.615 (2) (e).

28. **Reinspection** means a mandatory inspection to ensure that a priority, critical or recurring violation has been corrected. A reinspection shall be conducted as soon as possible, based on the scheduled date for correction(s). An applicable reinspection fee may be required per Agent policy. A reinspection will be required as identified in the DATCP’s reinspection criteria for retail food and recreational facilities.

29. **Routine inspection** means the annual evaluation of a licensee’s operation of its

establishment.

30. **Sanitarian** means a person who is qualified to conduct inspections as an Agent of the DATCP and meets the requirements under Wis. Admin. Code § ATPC 74.08 (2).

31. **Standard** means a DATCP (state standard) or Agent employee (Agent standard) who is certified as correctly interpreting and enforcing Wis. Admin. Code ch. ATPC 75 and its Appendix.

32. **Standardization exercise** means an evaluation conducted by a standard to determine if a sanitarian is correctly interpreting and enforcing Wis. Admin. Code ch. ATPC 75 and its Appendix.

33. **Standardization (initial)** means a sanitarian's first successful completion of required field standardization exercises by using risk-based inspection methods, as specified in the DATCP's Standardization Manual.

34. **Standardization (maintenance)** means a sanitarian's successful completion of field standardization exercises by using risk-based inspection methods, required every three years to maintain standardization certification, as specified in the DATCP's Standardization Manual.

35. **State Fees** means the DATCP's fees in Wis. Stat. §§ 97.41 (5) and 97.615 (2) (e), levied to recoup DATCP costs related to setting standards for, monitoring and evaluating the activities of, and providing education and training to, Agent local health departments.

36. **State License Fees** means the license fees set by the DATCP, pursuant to Wis. Stat. §§ 97.30 (3) and (3m), 97.613, and 97.67 (4).

37. **Waterborne Disease Outbreak** means two or more people that experience a similar illness after exposure, ingestion or inhalation of water that epidemiologic evidence implicates as the probable source of the illness or meets other exposure criteria for that specific disease.

B. ISSUING LICENSES

1. Any establishment that is selling, holding, or distributing food and exempt from the requirement to hold a retail food establishment license, pursuant to Wis. Stat. § 97.30 (2) (b), is under the regulatory authority of the DATCP and may not be licensed, charged a fee, or inspected

in any manner related to food, dairy, or meat processing, or wholesale or retail food operations by the Agent.

2. The Agent shall require a person who applies for, or a licensee who requests renewal of, a license to include, at a minimum, the following information:

a. Name of the Individual, Married Couple or Legal Entity who will hold the license and a complete street address.

b. Doing business as name (DBA). Name and complete address of the establishment.

c. License number and expiration date of any current license.

d. Type of Establishment, for licensing purposes

e. Numbers of units, rooms, or sites and complexity, if applicable.

3. A license issued by the Agent shall expire on June 30 of each year, except that a new license issued during the period beginning on April 1 and ending on June 30 shall expire on June 30 of the following year (15-month license), except as follows: The Agent of a city of the 1st class that has entered into a Contract with the DATCP may issue a required license for a retail food establishment or bed and breakfast establishment at any time during the year, which shall expire one year from the date of its issuance.

4. The Agent, as required in Wis. Stat. § 97.605 (4), shall allow for the holder of a license to transfer the license to:

a. An individual who is an immediate family member if the holder is transferring operation of a hotel, tourist rooming house, bed and breakfast establishment, or vending machine to the immediate family member.

b. A sole proprietorship that reorganizes as a business entity or a business entity that reorganizes as either a sole proprietorship or a different type of business entity may transfer a license issued under this section for operation of a hotel, tourist rooming house, bed and breakfast establishment, or vending machine commissary to the newly formed business entity or sole proprietorship if the following conditions are satisfied:

i. The hotel, tourist rooming house, bed and breakfast establishment, or vending machine commissary remains at the location for which the license was issued.

ii. At least one individual who had an ownership interest in the sole proprietorship or business entity to which the license was issued has an ownership interest in the newly formed sole proprietorship or business entity.

5. The Agent, as required in Wis. Stat. § 97.67 (2) shall allow a license to be transferred from an individual to:

a. An immediate family member, as defined in s. 97.605 (4) (a) 2., if the individual is transferring operation of the campground, camping resort, recreational or educational camp, or public swimming pool to the immediate family member.

b. A sole proprietorship that reorganizes as a business entity, as defined in s. 179.70 (1), or a business entity that reorganizes as a sole proprietorship or a different type of business entity may transfer a license issued under this section for a campground, camping resort, recreational or educational camp, or public swimming pool to the newly formed business entity or sole proprietorship if all of the following conditions are satisfied:

i. The campground, camping resort, recreational or educational camp, or public swimming pool remains at the location for which the license was issued.

ii. At least one individual who had an ownership interest in the sole proprietorship or business entity to which the license was issued has an ownership interest in the newly formed sole proprietorship or business entity.

6. The Agent, as required in Wis. Admin. Code § ATP 75.06 (1) and (5) shall require a retail food establishment license upon any change of operator. The Agent shall waive the preinspection fee under the following conditions:

a. The new license holder is an immediate family member, as defined in s. 97.605 (4) (a) 2., if the individual is transferring operation of the retail food establishment to an immediate family member.

b. A sole proprietorship that reorganizes as a business entity, as defined in s. 179.70 (1), or a business entity that reorganizes as a sole proprietorship or a different type of business entity to the newly formed business entity or sole proprietorship if all the following conditions are satisfied:

i. The retail food establishment remains at the location for which the license was issued.

ii. At least one individual who had an ownership interest in the sole proprietorship or business entity to which the license was previously issued has an ownership interest in the newly formed sole proprietorship or business entity.

c. Initial inspection of micro-market. The DATCP or its agent may issue a license for a new retail food establishment that is a micro-market before it inspects the new retail food establishment that is a micro-market for compliance with this chapter. Before one year after the date that the DATCP or its agent issues a license for a new retail food establishment that is a micro-market, it shall inspect the new retail food establishment for compliance with this chapter.

7. The Agent shall notify the DATCP when, in the performance of its duties, it encounters an unlicensed establishment that falls under the DATCP's licensing and inspection authority.

8. The DATCP shall notify the Agent when, in the performance of its duties, it encounters an unlicensed establishment that falls under the Agent's licensing and inspection authority.

9. The Agent shall honor, without issuing an additional license in its own jurisdiction, all licenses issued by the DATCP or other Agent jurisdictions for a mobile retail food establishment. The following shall also apply:

a. The mobile retail food establishment license and service base license shall be issued by the jurisdiction where the service base is located or the address where the mobile unit is stored, if a service base variance is granted by the DATCP, or as specified in sub. b.

b. The Agent or the DATCP issuing the mobile retail food establishment service base license may allow another jurisdiction to issue the mobile retail food establishment license, if the mobile retail food establishment operates solely outside the jurisdiction where the mobile service

base is located.

c. Enforcement activities for all operations of the mobile retail food establishment shall be conducted by the licensing entity, regardless of where the establishment may operate within the State. Inspection reports generated by other jurisdictions may be used to support enforcement activities.

d. The licensee shall immediately correct any violations posing an immediate danger to public health found on site or the inspecting regulatory authority shall issue a temporary closure order at time of inspection.

e. An inspection fee may be charged by any Agent program conducting an inspection on a mobile retail food establishment unit licensed by another jurisdiction. The fee shall be based on the reasonable cost to conduct the inspection.

f. Current out-of-state mobile retail food establishments shall continue to maintain a DATCP-issued license unless the DATCP determines that the license should be held by another jurisdiction.

10. An Agent shall honor, without issuing an additional license in its own jurisdiction, all licenses issued by the DATCP or other Agent jurisdictions for a transient retail food establishment. The following shall also apply:

a. The transient retail food establishment license shall be issued in the jurisdiction in which the operator is located, or the temporary event occurs.

b. Enforcement activities for all operations of the transient retail food establishment shall be conducted by the licensing entity, regardless of where the establishment may operate within the State. Inspection reports generated by other jurisdictions may be used to support enforcement activities.

c. The licensee shall immediately correct any violations posing an immediate danger to public health found on site or the inspecting regulatory authority shall issue a temporary closure order at time of inspection.

d. An inspection fee may be charged by any Agent program conducting an inspection on a transient retail food establishment licensed by another jurisdiction. The fee shall be based on the reasonable cost to conduct the inspection.

e. Current out-of-state transient retail food establishments shall continue to maintain a DATCP issued license unless the DATCP determines that the license should be held by another jurisdiction.

C. INSPECTIONS

The Agent Program sanitarians shall inspect all establishments covered in the contract for compliance with Wis. Stat. § 97.30, Subchs. III and IV of Wis. Stat. ch. 97, and Wis. Admin. Code chs. ATCP 72, 73, 75 and its Appendix, 76, 78, and 79.

1. The Agent Program shall follow standard inspection methods, procedures, policies and guidance documents as prescribed by the DATCP.

2. Each fiscal year the Agent shall conduct one routine inspection of each licensed establishment under its jurisdiction, except for vending machines and transient retail food establishments. The Agent may propose a different inspection frequency to the DATCP which may only be implemented if approved by the DATCP in writing. Examples include:

- a. Micro-market inspections.
- b. Tourist rooming houses.
- c. An inspection frequency based on risk, as long as the number of inspections performed equals the number of licenses issued by the jurisdiction.

3. The Agent Program shall perform a prelicensing inspection of a license applicant's establishment for compliance with all applicable rules, and statutes. The pre-licensing inspection shall be conducted before the applicant is issued a license and conducts business, except as specified for micro-markets in Wis. Stat. § 97.30 (2) (d).

4. The DATCP may conduct inspections at an establishment in the Agent Program's jurisdiction for all of the following purposes:

- a. Training or standardization of DATCP staff or Agent Program staff.
 - b. In response to an emergency.
 - c. For monitoring and evaluating the Agent Program’s licensing, inspection, and enforcement program.
 - d. At the request of the Agent Program.
5. Whenever feasible, the DATCP shall notify the Agent of the DATCP’s intent to inspect an establishment in the Agent program’s jurisdiction. The Agent may accompany the DATCP during such inspections.
6. The Agent may elect, in writing to the DATCP, to inspect vending machines.
7. The Agent shall give priority to pre-licensing inspections, inspections involving emergency complaints, food or waterborne illness investigations, and re-inspections.
8. A routine inspection shall be unannounced except when it is necessary that the owner or operator be present for the inspection, or when the Agent is conducting a follow-up inspection, reinspection or other activity where having the owner or operator present is important for continued compliance.
9. Every effort shall be made to conduct inspection activities during times when normal business practices and procedures can be observed to assess active managerial control.
10. If a routine inspection is performed in conjunction with another investigation, separate inspection reports shall be completed for the investigation and the routine inspection. Each report shall be signed by the environmental health inspection staff and the licensee, or licensee’s designated person in charge.
11. The Agent shall perform inspection duties required by, and in compliance with, the DATCP’s MOU’s. The DATCP will provide the Agent with a copy of each MOU it executes.
12. The Agent may, with written approval from the DATCP, enter into written contracts with other units of government or other persons to perform inspection activities related to enforcement responsibilities under this MOA. The Agent assumes ultimate responsibility for the

performance and quality of the inspections and for the enforcement of all applicable provisions of the Wisconsin Statutes and Administrative Code under this MOA.

13. The Agent shall not charge an inspection fee for a routine inspection of any establishment licensed by the Agent.

14. The Agent shall use the DATCP's electronic software program for conducting and documenting inspections unless prior approval had been granted prior to 2009. The DATCP will provide, maintain, and support this software. The Agent may be responsible for additional user licenses or development costs specific to the Agent's program.

D. INSPECTION DOCUMENTATION

The Agent shall complete inspection activities and reports as outlined in the DATCP's inspection documentation policy and procedure for retail, lodging, and recreational programs.

E. COMPLAINTS, FOODBORNE AND WATERBORNE DISEASE INVESTIGATIONS.

1. The Agent shall investigate every complaint that it receives against any licensee under its jurisdiction. The Agent shall prioritize and investigate complaints according to the procedures in this section and procedures adopted by the Agent program under the contract with the DATCP. The complaints shall be addressed in decreasing order of priority as follows:

a. An allegation indicating a serious or imminent public health hazard is associated with a licensee or establishment under the Agent Program's jurisdiction.

b. An allegation indicating a potential public health problem, that is neither a serious nor an imminent public health hazard, is associated with a licensee or establishment under the Agent Program's jurisdiction.

c. An allegation of a violation, not indicating a public health hazard, associated with a licensee or establishment under the Agent Program's jurisdiction.

2. The Agent shall notify and consult with the DATCP and other affected agencies having jurisdiction, as necessary, about complaints or foodborne or waterborne diseases that may be of significant concern to those agencies. The Agent Program shall coordinate complaint investigations,

as necessary, with other agencies having jurisdiction.

3. The Agent shall conduct an investigation if there is a complaint concerning a retail food establishment exempt from the requirement to hold a license, as defined in Wis. Admin. Code § ATCP 75.063, within its jurisdiction, or upon DATCP request.

4. Each complaint, and documentation of a complaint investigation, shall be physically or electronically linked with the establishment licensing and inspection information.

5. When the Agent receives information that indicates a foodborne or waterborne disease outbreak has occurred, the Agent shall conduct an investigation. In conducting the investigation, the Agent shall follow the criteria in Wisconsin's Foodborne and Waterborne Disease Outbreak Investigation Manual. The Agent shall conduct an investigation of the facility linked to the outbreak, as soon as epidemiological evidence links that facility with the outbreak. In addition:

a. The Agent shall notify the Department of Health Services' (DHS) Communicable Disease Epidemiology Section (CDES.)

b. The Agent shall notify the DATCP via the Emergency Responses mailbox.

datcpfoodcomplaintsemergencyresponse@wisconsin.gov

c. Upon the Agent's request, the DATCP shall assist in the investigation.

d. In the event the outbreak becomes cross-jurisdictional, the DATCP, in coordination with DHS CDES, will coordinate the activities of the Agent and other governmental agencies in order to most quickly and effectively end the outbreak.

e. In order for the DATCP to share foodborne illness outbreak information with the agent, the agent shall enter into a long-term Food, Feed and Cosmetic 20.88 agreement with the US Food and Drug Administration (FDA). This agreement allows FDA to share confidential commercial information (CCI), personal privacy information (PPI), and pre-decisional information (PDI) during a foodborne illness outbreak investigation. These agreements shall be completed and filed with the FDA.

6. The Agent, if requested by the DATCP, shall conduct effectiveness checks pertaining to

product recalls or other situations in which food must be removed from sale or service.

7. Agent participation and involvement with the National Environmental Assessment Reporting System (NEARS).

a. A NEARS investigation shall occur for any suspect foodborne illness outbreak associated with a retail food establishment.

b. DATCP will perform the NEARS investigation if the Agent does not have a NEARS certified sanitarian.

c. The agent shall accompany the DATCP during a NEARS investigation in their jurisdiction.

d. An Agent that has two or more foodborne illness outbreaks in its jurisdiction during the previous MOA period shall provide a NEARS certified sanitarian to conduct NEARS investigations in their jurisdiction. Only a NEARS certified sanitarian shall perform the NEARS investigation and complete the required documentation.

e. The DATCP shall assist in any NEARS investigation if requested by the Agent.

f. Any Agent is welcome to participate in NEARS by having a NEARS certified sanitarian even if the Agent does not meet criteria in par. d.

g. The DATCP NEARS coordinator shall follow up after the NEARS investigation to provide recommendations and discuss next steps in working with the establishment operator.

h. Upon request by the DATCP, the Agent shall provide an action plan to the department outlining the actions that will be taken with the retail food establishment operator to establish active managerial control over the food operation.

F. ENFORCEMENT

1. The Agent Program shall take necessary actions to enforce the provisions of Wis. Stat. § 97.30 and Subchs. III and IV of Wis. Stat. ch. 97 and related administrative rules in Wis. Admin. Code chs. ATCP 72, 73, 75 and its Appendix, 76, 78, and 79, and any local ordinances or regulations, adopted pursuant to Wis. Stat. §§ 97.41 (7) and 97.615 (2) (g), for establishments over

which the Agent Program has been delegated authority under the MOA when an observation is made including, but not limited to, the following:

- a. An immediate danger to public health as required in Wis. Stat. §§ 97.12 and 97.65.
 - b. Noncompliance with written inspection orders.
 - c. Continued repeat violations noted on inspection reports.
 - d. Operating without the required establishment license.
2. Enforcement actions may include license revocation; license suspension; fines or civil forfeitures; temporary or final orders to close; temporary or final hold orders on equipment, food, processes, or establishments; and the placement of conditions on licenses or the voiding of a license.
3. The Agent Program shall maintain a written enforcement policy that is distributed to its inspection staff and shall make it available to the DATCP during evaluations, whenever it is substantively changed, or upon request.
4. The Agent Program shall notify the DATCP, in writing within 10 days, after taking any enforcement action against an establishment involving license suspension, license revocation, or court or administrative actions.
5. The Agent Program shall be responsible for costs incurred in enforcement actions taken in the Agent Program's jurisdiction.
6. If the DATCP has notified the Agent Program of deficiencies by any licensee, in complying with the enforcement provisions of this chapter or any other rules or statutes applicable under the contract, and the Agent Program does not act expeditiously or take effective action with the licensee, the DATCP may act, pursuant to Wis. Stat. §§ 97.12, and 97.65, to enforce compliance with this chapter.
7. The DATCP shall provide technical assistance to the Agent for enforcement activities upon the Agent's request.
8. The Agent program may deny, suspend, or revoke a license or impose conditions on a

license, as provided in Wis. Stat. § 93.06 (7) and (8). Except as otherwise provided by statute or rule, the suspension or revocation of a license shall comply with the prior notice requirements of Wis. Stat. § 227.51.

G. SAMPLING

1. The Agent shall take samples requested by the DATCP for routine sampling schedules or in association with a food or waterborne outbreak.
2. Routine sampling requested by the DATCP may include any of the following:
 - a. Monitoring sampling.
 - b. Surveillance sampling.
 - c. “For Cause” sampling.
3. The Agent Program may conduct any requested sample analyses in a laboratory certified by the DATCP, pursuant to Wis. Admin. Code ch. ATCP 77 for those analyses. All costs associated with collecting and analyzing these samples shall be assumed by the Agent Program.
4. The Agent Program shall share laboratory results with the DATCP.
5. If the Agent Program does not have the laboratory capability to perform required analyses, or chooses not to perform those analyses, it shall submit samples to the DATCP’s Bureau of Laboratory Services for analysis. The Agent Program shall assume the cost of collecting samples and shipping them to the DATCP’s laboratory. The DATCP shall assume the cost of the laboratory analysis of those samples.

H. STAFFING

1. The Agent Program shall have sufficient employees to implement the program according to the terms of this MOA.
2. The Agent program shall have an agreement in place with another Agent program(s) to provide coverage by a RS/REHS or RS-eligible sanitarian in the event of staffing shortages or in situations when staff are unavailable to perform inspectional duties for an extended period to fulfill the requirements under this MOA. The agreement shall detail the coverage for the following

activities until normal staffing coverage can be resumed:

- a. Preinspection of a new establishment.
- b. Food or waterborne illness investigation.
- c. Complaint investigation.
- d. Arrangement for routine inspection for periods of extended leave time i.e. medical or

military leave for periods greater than 6 months in length.

3. Except as specified in par. 6, each sanitarian employed by the Agent Program shall meet one of the following requirements:

- a. Is RS-eligible, which means having met one of the following criteria:

- i. Holding a baccalaureate or higher degree in environmental health from an accredited college or university and completing at least 30 semester or 45 quarter hour academic credits in environmental, physical, biological, chemical, or environmental health courses.
- ii. Holding a baccalaureate or higher degree in physical or biological sciences from an accredited college or university and completing at least 30 semester or 45 quarter hour academic credits in environmental, physical, biological, chemical, or environmental health courses.
- iii. Holding a baccalaureate or higher degree from an accredited college or university.
- iv. Holding an associate degree from an accredited college, community college or technical institute in environmental, physical, biological, or chemical sciences; or

- b. Is an RS in training; or

- c. Holds a valid Wisconsin Registered Sanitarian or REHS/RS credential.

4. The Agent Program shall employ at least one Registered Sanitarian to conduct inspections and supervise any inspectors or sanitarians who are not registered sanitarians. The Agent Program shall only hire sanitarians who are Registered Sanitarians or will become Registered Sanitarians within five years after the date of hire. Inspectors or sanitarians who were employed by the Agent Program prior to July 1, 2018, and are not eligible to become Registered Sanitarians within five years, shall perform inspections under the supervision of a Registered Sanitarian and

shall be deemed competent to perform inspections by passing standardization exercises.

5. Sanitarians unable to obtain their RS/REHS registration within 5-years after the date of hire cannot continue to perform inspectional work under this MOA, except as provided under par.

6.

6. Only Tourist Rooming House (TRH) inspections may be conducted by personnel who either do not have an RS credential or will not be eligible to obtain the RS credential within five years provided that:

- a. A RS-credentialed employee supervises the non-credentialed employees; and
- b. Each TRH license is inspected at least once every five years by an employee who has the RS credential or will be eligible to obtain the RS credential within five years; and
- c. A written plan of implementation and tracking for TRH inspections shall be provided to the DATCP for review and approval; and
- d. Each year, the TRH inspection tracking documentation shall be provided in the self-assessment for review by the DATCP.
- e. The individual conducting the TRH inspections has met the minimum training requirements for TRH inspections in the DATCP's training manual.

7. If an Agent Program loses its only Registered Sanitarian, the Agent Program shall hire a Registered Sanitarian replacement within 120 days or, upon the Agent's written request, the DATCP may allow the Agent additional time to hire a qualified replacement. A replacement who is not a Registered Sanitarian may be hired, if approved by the DATCP, if the Agent has a signed agreement with another Agent for a Registered Sanitarian to provide supervisory oversight and the replacement hire shall become a Registered Sanitarian within six months of being hired. A copy of the supervisory oversight contract shall be provided to the DATCP and shall include the amount of time allotted for oversight activities and what specific duties the supervising Registered Sanitarian will provide.

8. The Agent shall designate a sanitarian or Registered Sanitarian, as required by the

DATCP, to undergo the standardization exercise evaluating enforcement of Wis. Admin. Code ch. ATCP 75 Appendix as prescribed in the DATCP's Standardization Manual. After successfully completing the exercises, the staff person shall be designated as the Agent Standard. As the DATCP develops standardization processes for programs other than the retail food program, the Agent will comply with the standardization process in those programs.

9. The Agent Standard shall perform DATCP-required exercises with the DATCP to maintain his or her status as the Agent Standard, as prescribed in the DATCP's Standardization Manual.

10. The Agent Standard shall perform standardization and maintenance exercises with other sanitarians in their jurisdiction, using procedures specified by the DATCP's Standardization Manual.

11. The Agent is required to send at least one sanitarian or Registered Sanitarian to attend training provided by the DATCP.

12. An employee of the Agent shall participate on DATCP rulemaking and policy advisory committees when requested.

13. The Agent may not permit an employee to conduct an inspection in a situation in which the employee, a member of his or her family, or an organization with which the employee is associated or has a financial interest or where the employee's relationship with any person at the inspected establishment could cause the employee not to be able to conduct an objective, unbiased inspection.

14. The Agent Program is solely responsible for all employment-related issues involving the persons it employs in the program and for the actions or omissions of the Agent Program's employees, except as otherwise provided by law.

15. Upon the Agent's request, the DATCP shall provide technical assistance and training to Agent staff.

III. EDUCATIONAL OUTREACH

The Agent will cooperate with the DATCP in conducting training programs for licensees and employees of establishments located in its jurisdiction.

IV. REPORTS AND RECORDS.

A. The Agent shall maintain current records for each licensed facility within its jurisdiction. Records shall include the name, address, ID number and type of establishment or facility and contain at least the latest three years of inspection reports, follow-up investigation reports, reports of enforcement actions, confirmed complaint follow-ups and summaries, foodborne disease outbreak and follow-up investigation information, and approvals of variance requests, Hazard Analysis Critical Control Point (“HACCP”) plans and waivers.

B. The Agent shall use inspection report forms approved by the DATCP for all pre-licensing inspections, routine inspections, re-inspections, and follow-up inspections.

C. The Agent shall submit reports as requested by the DATCP. The DATCP may review or request a copy of any inspection report, correspondence, or order served on any licensee within the Agent’s jurisdiction; annual program budget reports, projections, and any other report the DATCP determines it needs to monitor the Agent’s performance, including, but not limited to, Center for Disease Control and Prevention (“CDC”) risk factor reports, self-assessments, or any other required reports, pursuant to Wis. Stat. § 97.41 (7) or 97.615 (2) (g) or Wis. Admin. Code ch. ATCP 74.

D. The Agent Program shall accurately and completely document the cost of the Agent’s program that is administered under the contract with the DATCP. The cost may include direct costs for licensing, inspection, complaint handling and investigation, enforcement, information management, reporting, and any other activities carried out within the limits of the MOA with the DATCP. The costs may also include documented indirect costs normally associated with the program. These costs may include staff, equipment, facilities, contract service, and other documented costs allocated to the program. Upon request, the Agent shall provide copies of these records to the DATCP.

E. By September 30th of each year, the Agent shall give the DATCP a complete list of the

names and addresses of the licensees to whom licenses were issued by the Agent during the previous fiscal year. This reporting requirement is satisfied by the Agent's use of DATCP's electronic licensing and inspection software.

F. Within 10 days after the date on which it takes place, the Agent shall report to the DATCP, in writing, any change in the assignment of a supervisor of the environmental health inspection personnel who are not currently Wisconsin Registered Sanitarians/REHS and any change in the organization of the inspection staff, including authority line changes. If the Agent employs only one or two sanitarians, the Agent shall report any change in assignment of environmental health inspection personnel who are providing services under this Contract.

G. The Agent shall submit a completed CDC Risk Factor Tracking Sheet annually to the DATCP for the purpose of enabling the DATCP to determine the types of violations found in facilities throughout the State of Wisconsin. This reporting requirement is satisfied by the Agent's use of DATCP's electronic licensing and inspection software.

H. As required by Wis. Admin. Code ch. ATP 74, the Agent shall maintain and keep readily available for use by inspection staff and review by the DATCP, a copy of its Agent Program Plan. The plan shall include, at a minimum, all the components identified in Wis. Admin. Code ch. ATP 74 and any other information the DATCP requests in writing that it determines is necessary or relevant for its review of the plan. The minimum components include:

1. Employee positions that will issue licenses or conduct investigations and inspections.
2. Staffing and budget plans for issuing licenses, conducting investigations and inspections, providing technical assistance, and enforcing applicable state statutes and rules and local ordinances.
3. A list of the licenses that may be issued by the Agent. A local ordinance may combine and expand license categories, so long as those categories include all of the types of establishments that shall be licensed under this MOA.
4. A list of the fees to be charged by the Agent to licensees. A local ordinance may establish

local license fees that differ from fees charged under Wis. Admin. Code chs. ATP 72, 73, 75 and its Appendix, 76, 78, and 79, for licenses issued by the DATCP. All license fees shall be based on the Agent's reasonable program costs, pursuant to Wis. Stat. § 97.41 (4).

5. A description of the inspection and enforcement program to be implemented by the Agent, including a copy of applicable village, city, or county ordinances or regulations.

6. Procedures to ensure cooperation between the Agent and appropriate federal, state, local, and tribal agencies in the event of a natural disaster or other emergency.

7. Procedures for investigating complaints concerning licensees under this Contract and unlicensed activity that may require licensing and inspection.

8. Procedures for notifying the DATCP when the Agent receives information or a complaint concerning an establishment that may need to be licensed or inspected by the DATCP within the Agent's geographical area.

9. Procedures, including cooperation with the DATCP, for investigating reports of suspected foodborne disease.

10. Procedures to ensure the time period within which the Agent will make a determination on an application for a license does not exceed 30 days following receipt of a complete application.

11. Any other information that the DATCP may reasonably require for its review of the Agent's program plan.

V. ANNUAL REVIEW

A. At least annually, the Agent shall review DATCP policy and procedures relevant to the Agent MOA with DATCP, monitor their jurisdictions website to ensure all documents and links pertaining to the programs under this MOA are current, and review the Agent Program Plan and all educational information and forms created by the Agent in connection with this MOA.

B. The agent shall document that each staff person performing work under this MOA has completed an annual review of DATCP policy and procedures and documentation indicating the staff that reviewed the agent plan and jurisdictions website. This documentation shall be provided upon

request to DATCP.

VI. REIMBURSEMENT TO THE DATCP FOR STATE FEES COLLECTED BY AGENT

A. The Agent shall reimburse the DATCP for the state fees from the license fees the Agent collects, as provided under sub. B.

B. The state fees shall not exceed 20% of the state license fees the DATCP sets by administrative rule for the types of facilities for which the Agent issues licenses. The calculation of the state fees is based on state license fees only, not preinspection, reinspection and inspection fees.

C. As of July 1, 2024, the state fees are 12% of the state license fees. The DATCP may increase the state fees up to 20% of the state license fees by announcing a change in the percentage one year prior to the licensing year for which the change applies. Retail food, lodging, and recreational establishment license fee reimbursement shall be:

1. A fee equal to 12% of the applicable state license fee, regardless of the license fee actually charged by the local Agent, if the Agent prepares and submits to the DATCP, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615.

2. Starting July 1, 2025, A fee equal to 13% of the applicable state license fee, regardless of the license fee actually charged by the local Agent, if the Agent prepares and submits to the DATCP, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615.

3. Starting July 1, 2026, A fee equal to 14% of the applicable state license fee, regardless of the license fee actually charged by the local Agent, if the Agent prepares and submits to the DATCP, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615.

4. Starting July 1, 2027, A fee equal to 15% of the applicable state license fee, regardless of the license fee actually charged by the local Agent, if the Agent prepares and submits to the DATCP, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615.

5. A fee equal to 20% of the applicable state license, regardless of the license fee actually charged by the Agent, if the Agent fails to submit the Agent reimbursement or the annual self-assessment as required under Section IX, to the DATCP, by September 30 of that year. A fee payment

under this paragraph does not exempt the Agent from the duty to prepare and submit an annual self-assessment.

D. The DATCP shall provide the Agent with a reimbursement summary form to be used by the Agent to identify all the facilities for which the Agent has issued licenses during the licensing year. The summary shall be formatted by the Agent to include the complexity assessment rating assigned to each retail food establishment licensed during the licensing year.

E. State fees for each licensee shall be based on the state license fee, determined by the license category as follows:

1. Retail Food Establishments - using Wis. Admin. Code § ATCP 75.08 Table B.
2. Lodging and Recreation Facilities – using Wis. Admin. Code chs. ATCP 72, 73, 76, 78 and 79.

F. No later than September 30 of each year, the Agent shall return the completed summary form and reimburse the DATCP for the state fees.

G. If the Agent Program has contracted with the DATCP, pursuant to Wis. Stat. § 97.41 and Wis. Admin. Code § ATCP 74.06, for the DATCP to collect fees and issue licenses, the Agent Program shall pay the DATCP for the actual cost of providing these services.

VII. REIMBURSEMENT BY THE DATCP FOR VENDING INSPECTIONS

A. The Agent shall submit a list of vending machine inspections it conducted during the previous fiscal year to the DATCP, no later than September 30 unless the DATCP in its sole discretion extends the deadline for submission, to receive reimbursement from the DATCP for performing the inspections.

B. No later than September 30 of the next fiscal year, the DATCP shall reimburse the Agent for inspections of vending machines during the previous fiscal year, as required in Wis. Stat. § 97.615 (1). If the DATCP extends the deadline for submitting inspection information, the DATCP may reimburse the Agent up to 30 days after receiving this information. The reimbursement amount for vending machine inspections is the portion that remains after deducting the DATCP's clerical and automated licensing processing costs from the license fee.

C. Fee reimbursements for the inspection of vending machines moved from one Agent's jurisdiction to another Agent's jurisdiction will be credited to the Agent making the first inspection during the fiscal year.

VIII. COSTS

The total license fees the Agent collects may not exceed the Agent's reasonable costs of issuing licenses to, making investigations and inspections of, and providing education, training and technical assistance to licensed establishments, plus the state fees.

IX. EVALUATION AND TRAINING

A. At least once each year, the Agent Program shall submit a self-assessment in a format determined by the DATCP by September 30th. The DATCP may waive the self-assessment requirement in a year where the DATCP conducts an evaluation. The DATCP shall evaluate the Agent Program based on the following required information in the self-assessment:

1. The Agent Program's compliance with the MOA terms.
2. The Agent Program's progress in meeting program standards adopted by the DATCP.
3. The Agent Program's records and reports required pursuant to Wis. Admin. Code § ATCP 74.20.

B. The DATCP shall conduct an evaluation, at least once every three years, to assess the Agent's compliance with the provisions of this MOA, program standards set by the DATCP, and applicable statutes and administrative rules. The DATCP may conduct the evaluation process at any reasonable time and shall give the Agent reasonable advance notice. The evaluation process shall include an office component and a field component. The office component shall include, but is not limited to, review of the agent program plan, ordinances, regulations, inspection reports, complaints, budget information, and other required documentation. The field component shall include DATCP personnel performing maintenance standardization with the sanitarian who is the Agent Standard, as well as evaluating other sanitarians, if applicable.

C. In addition to the required evaluation, the DATCP may perform additional evaluations of the Agent's performance at any reasonable time with reasonable advance notice.

D. The DATCP shall provide the Agent program with the DATCP's written findings based on the review of the self-assessment or an evaluation. The DATCP may, as deemed necessary, increase the evaluation frequency.

E. The Agent shall submit to the DATCP any required corrective action plan detailing how the Agent will meet MOA requirements.

F. The DATCP shall review the corrective action plan and may make additional comments or approve the corrective action plan if deemed acceptable.

G. The Agent shall document progress on the approved corrective action plan on their next one or two yearly self-assessments as necessary.

H. The Agent shall incorporate the approved corrective action plan in its Agent Program Plan.

I. If the Agent fails to meet the conditions specified in the corrective action plan, the DATCP shall:

1. Notify the Agent, in writing, of the deficiencies in meeting the corrective action plan and place the MOA in a conditional status with a deadline for the Agent to meet the corrective action plan conditions.

2. Remove conditional status of the MOA if deficiencies are corrected within the conditional time period.

3. Notify the Agent of its intent to terminate the MOA and revoke Agent status, as provided pursuant to Wis. Admin. Code § ATP 74.26 if deficiencies remain uncorrected after a conditional deadline has passed.

4. The Agent may request a hearing on the termination in writing, as provided in Wis. Admin. Code § ATP 1.03 (3), with the request including the information required in Wis. Admin. Code § ATP 1.06. The DATCP shall hold a hearing, if requested by Agent, within 15 days after the DATCP receives the request, unless the Agent agrees to a different date.

J. Notwithstanding these provisions, the DATCP may exercise its right to immediately suspend a MOA, pursuant to Wis. Admin. Code § ATCP 74.26 (3), to protect public health or safety.

X. NONDISCRIMINATION

A. In connection with the performance of work under this MOA, the Agent agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation as defined in Wis. Stat. § 111.32(13m), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Agent shall take affirmative action to ensure equal employment opportunities. The Agent shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DATCP setting forth the provisions of the nondiscrimination clause.

B. Pursuant to s. 16.75(10p), Wis. Stats., Agent agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with an organization that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

C. Pursuant to 2019 Wisconsin Executive Order 1, Agent agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

D. The DATCP assumes no liability for the job safety or welfare of the Agent employees, or for the actions or omissions of the Agent employees relating to the administration of the retail food and recreational program, except as otherwise provided by law.

XI. PRIVACY AND CONFIDENTIAL INFORMATION

A. Definitions: The following definitions apply to this section.

1. “Confidential Information” : means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this MOA, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria:

- a. Personally Identifiable Information as defined in sub. 2;
- b. Information not subject to disclosure under Wis. Stat. ch. 19, Subch. II, Public Records and Property, that is related to the DATCP’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or
- c. Information expressly designated as confidential in writing by the DATCP.

2. “Personally Identifiable Information” means an individual’s last name and the individual’s first name or first initial, in combination with, and linked to, any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:

- a. The individual’s Social Security number;
- b. The individual’s Driver’s License number or state identification number;
- c. The number of the individual’s financial account, including a credit or debit card account number or any security code, access code, or password that would permit access to the individual’s financial account;
- d. The individual’s DNA profile; or
- e. The individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

3. “Corrective Action Plan” means a plan, developed by the Agent and approved by the DATCP, that the Agent must follow in the event of any threatened or actual use or disclosure of any

Confidential Information not specifically authorized by this MOA, or in the event that any Confidential Information is lost or cannot be accounted for by the Agent.

B. Duty of Non-Disclosure and Security Precautions

1. The Agent shall not use Confidential Information for any purpose other than the limited purposes set forth in this MOA and all related and necessary actions taken in fulfillment of the obligations thereunder. The Agent shall not disclose such Confidential Information to any persons other than those Agent Representatives who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this MOA and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this MOA. The Agent shall be responsible for the breach of this MOA by any said Representatives.

2. The Agent shall institute and maintain such security procedures as are reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation or transmission, whether physically or electronically.

3. The Agent shall insure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Agent on any reproduction, modification, or translation of such Confidential Information. If requested by the DATCP, Agent shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the DATCP, as directed.

4. The Agent shall return to the DATCP all Personally Identifiable Information it maintains, possesses or controls, collected on behalf of this MOA, upon termination of this MOA and shall destroy all copies.

C. Legal Disclosure. If Agent or any of its Representatives shall be under a legal obligation in any administrative, regulatory or judicial circumstance to disclose any Confidential Information, the Agent shall give the DATCP's Office of Legal Counsel prompt notice thereof (unless it has a legal

obligation to the contrary) to allow the DATCP to inspect the Confidential Information and seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Agent and its Representatives shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature. Agent or its representatives shall not be obligated to wait on any action or inaction by the DATCP, under this section, at any time when Agent is required to release information under other authority of law.

D. Unauthorized Use, Disclosure or Loss

1. Immediately upon becoming aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by this MOA, or that any Confidential Information has been lost or is unaccounted for, the Agent shall notify the DATCP's Office of Legal Counsel of the problem. Such notice shall include, to the best of the local Agent's knowledge at that time, the persons affected, their identities and the Confidential Information disclosed.

2. The Agent shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure or loss. The Agent shall cooperate with the DATCP's efforts to seek appropriate injunctive relief or to otherwise prevent or curtail such threatened or actual breach, or to recover the Confidential Information, including complying with a Corrective Action Plan.

XII. TERM, TERMINATION, REVOCATION OR SUSPENSION OF AGENT MOA

A. The term of this MOA shall be a period of three years, commencing on the effective date set forth above.

B. TERMINATION. The DATCP or the Agent may terminate this MOA upon 90 days written notice to the other party. The notice shall specify the reasons for termination and the last day the Agent will have Agent status. By such termination, no party may nullify obligations incurred prior to the effective date of termination. The 90 days' notice requirement may be waived by mutual written consent of the parties.

C. REVOCATION. If the DATCP finds that the Agent has failed to comply with the

requirements for Agent status under Wis. Stat. §§ 97.41(2) or 97.615 (2) (b), Wis. Admin. Code ch. ATPC 74, or the terms and conditions of this MOA, the DATCP may revoke Agent status, as provided by statute, upon 90 days written notice to the Agent. The notice shall specify the reasons for revocation and the last day that the Agent will have Agent status.

D. **SUSPENSION.** If the DATCP finds that suspension of this MOA is necessary to protect the public's health or safety, the DATCP may immediately suspend this MOA upon notice to the Agent. The Agent may request a hearing on the suspension in writing, as provided in Wis. Admin. Code § ATPC 1.03 (3), including the information required in Wis. Admin. Code § ATPC 1.06. The DATCP shall hold a hearing, if requested by Agent, within 15 days after the DATCP receives the request, unless the Agent agrees to a different date. The suspension shall remain in effect until the final hearing decision is issued.

E. **REIMBURSEMENT UPON TERMINATION OR REVOCATION:**

1. **Vending:** If this MOA is terminated or revoked, the Agent shall receive reimbursement for inspections of vending machines performed under the MOA up to and including the date of termination or revocation.

2. **Other Licenses:** If this MOA is terminated or revoked, the Agent shall reimburse the DATCP for the prorated amount, for the remainder of the fiscal year, of all license fees received by the Agent. The reimbursement shall be based on this formula: Days left in fiscal year/365 times the state license fees for all the establishments the Agent has licensed.

F. **TRANSFER OF RECORDS.** Upon termination or revocation of this MOA, the Agent shall transfer all inspection and enforcement records to the DATCP.

IN WITNESS WHEREOF, DATCP and **DePere Department of Public Health** have executed this MOA as of the date this MOA is signed by DATCP. This MOA may be executed in multiple originals, which together shall constitute a single agreement. The parties agree to accept a handwritten signature or an electronic signature that complies with Wis. Stat. ch. 137 to execute this MOA.

DePere Department of Public Health

DEPARTMENT OF
AGRICULTURE, TRADE AND
CONSUMER PROTECTION

BY: _____
[Name of Signatory]

BY: _____
Adam Brock

TITLE: _____

TITLE: Administrator

DATE: _____

DATE: _____

CITY OF DE PERE MEMO



To: James Boyd, Mayor
Finance/Personnel Committee Members

From: Quasan Shaw, Community and Economic Development Specialist

Date: January 14, 2025

RE: **Consideration and Possible Action to Enter Into a Contract for Demographic and Research Data with Placer Labs Inc.***

Summary

The Development Services Department is looking to enter a contract with Placer Labs Inc. (Placer). Placer is a traffic analytics platform that allows us to measure visitation, view trends, benchmark competition and discover new audiences of customers and businesses within the City. Services provided will include:

Chains Report Expanded

Chains Report Expanded which displays chain-level demographic and psychographic data.

Placer Venue Analytics Platform

- Access to Placer's online venue analytics platform (the "Placer Platform"), which includes reports such as Visits, Trade Areas, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - Foot traffic counts and dwell time
 - True Trade Areas displaying frequent-visitors-density by home and work locations
 - Customers' demographics, interests, and time spent at relevant locations
 - Where customers are coming from and going to, and the routes they take
 - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - Competitive Insights
 - Analysis Reports

The City used to rely on an ESRI product to provide market driven data or leakage studies. That service is now more costly and tends to use older data than currently technologies can afford. Placer.ai uses machine algorithms and projection modeling to present similar information but uses data that is immediately collected. Trade area analysis is a process used by professionals such as retailers, property developers, and community planners to map out business activity and consumer behavior in a specific location. Analyzing a trade area entails studying things like traffic patterns, shopping habits, and existing businesses, for the purpose of exploring the market potential of a planned venture or optimizing the management of an existing one.

Staff anticipates providing small businesses in the City with a wealth of information that could not be readily available to their business without a significant cost burden. The Staff will work with Definitely De Pere and the De Pere Area Chamber of Commerce to inform businesses of this service. We will also work with the Parks Department and other special event coordinators to give up-to-data about their

event, i.e. how long the average attendee stayed, where attendees arrived from and where they traveled next so they can better market future events. There are far more uses for the information and staff would meet with other department to determine if there are any other uses of the software that would benefit projects (i.e. park or pool attendance, traffic counts over extended period of time, etc.). The Village of Howard uses Placer.ai and recommended implementation based on their success for business, events, and Village needs.

Timeline and Budget

Placer will provide Demographic and Research Data to the City of De Pere for an estimated timeframe of 2 years. The contract includes the costs of Year 1 in the amount of \$22,000.00 and Year 2 in the amount of \$24,000.00 for a total of \$46,000.00. Below is the detailed funding breakdown based on potential utilization.

Placer.ai Funding Mechanism			
Source	2024	2025	
	Funding Amount	Funding Amount	
Development Services Consulting Budget	\$ 2,000.00	\$	2,000.00
Downtown Business Improvement District	\$ 2,000.00	\$	2,200.00
TID 7	\$ 2,000.00	\$	2,200.00
TID 9	\$ 2,000.00	\$	2,200.00
TID 10	\$ 2,000.00	\$	2,200.00
TID 11	\$ 2,000.00	\$	2,200.00
TID 12	\$ 2,000.00	\$	2,200.00
TID 13	\$ 2,000.00	\$	2,200.00
TID 15	\$ 2,000.00	\$	2,200.00
TID 17	\$ 2,000.00	\$	2,200.00
TID 18	\$ 2,000.00	\$	2,200.00
Total	\$ 22,000.00	\$	24,000.00

Staff Recommendation

Recommend approval of the contract with Placer Labs Inc. for demographic and research data as outlined and forward the recommendation to the Common Council for approval.



**PLACER LABS INC.
ORDER FORM**

City of De Pere, Wisconsin	(“ Customer ”)	Placer Labs Inc.	(“ Placer ”)
Address:	335 S. Broadway De Pere, WI 54115	Address:	440 N Barranca Ave., #1277 Covina, CA 91723
		Contact Person	Caitlin Green
Contact Person:	Daniel J Lindstrom	Billing Contact Person:	Jason Tsui
Email:	dlindstrom@deperewi.gov	Billing Email*:	billing@placer.ai
Phone:	(920) 339-4043 ext. 3	Billing Phone*:	415-228-2444 ext 806
Billing Contact Email:	dlindstrom@deperewi.gov	*Not for use for official notices.	

1. Services and Fees.

The services provided under this Order Form (the “**Services**”) include:

Services Description	Services Description Detail
Platform Access	Section 2
Chains Report Expanded	Section 2

Total Annual Fee – Year 1	\$22,000.00
Total Annual Fee – Year 2	\$24,000.00

All Fees in this Order Form are shown in US Dollar (USD)

2. Services Description.

Chains Report Expanded

Chains Report Expanded which displays chain-level demographic and psychographic data.

Placer Venue Analytics Platform

- Access to Placer’s online venue analytics platform (the “**Placer Platform**”), which includes reports such as Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - Foot traffic counts and dwell time
 - True Trade Areas displaying frequent-visitors-density by home and work locations
 - Customers’ demographics, interests, and time spent at relevant locations
 - Where customers are coming from and going to, and the routes they take
 - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - Competitive insights
 - Void Analysis Reports

- Access to Xtra reports in Excel, KML, Tableau, and other formats upon request and subject to Scoping and Additional Usage Limitations in Section 2.
- Access to STI Demographics Bundle + Mosaic Data Set. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	Features
STI Demographics Bundle	PopStats
	Spending Patterns
	Workplace
	Market Outlook
Experian Mosaic	Mosaic Segmentation
AGS CrimeRisk	CrimeRisk

3. Permitted Uses and Limitations.

Permitted Uses:

Customer may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer may use Placer Data for Customer’s internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

“**Placer Data**” means the data, information and materials accessible via the Services.

“**Research Data**” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data:

- Research Data may contain limited excerpts and discrete portions of Placer Data (“Excerpts”) so long as: (i) such Excerpts are only supportive of, and do not independently form a substantial part of, the Research Data; (ii) Research Data does not include full copies or substantial portions of Placer Data; and (iii) any such Research Data is distributed to no more than a limited number of Customer’s clients and prospective clients and is not commercially or generally distributed;
- The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation); and
- Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

No part of the Placer Data or Research Data may be used: (i) in connection with, or to enable development of machine learning, rules engines, or other similar automated processes; or (ii) to train third-party artificial intelligence (“AI”) technologies, models, software, platforms or tools including, without limitation, ChatGPT, Bard and similar AI technologies. None of the Placer Data, or any part thereof, may be shared externally with any third-party AI technology service providers unless the third-party AI service providers are contractually prohibited from: (i) using the Placer Data to develop or improve the AI technology, (ii) storing any portion of the Placer Data; and (iii) redistributing any portion of the Placer Data to any third party.

Scoping and Additional Usage Limitations: In addition to and not in replacement of any usage limitations in this Order Form and the Agreement, Customer’s access to and usage of the Services and Placer Data is further limited as follows:

- Customer and its authorized users may not share user credentials, logins or Placer Data with any others.
- Customer and its authorized users may not provide access to any third party agents acting on Customer's behalf (including any consultants, contractors, or other agents of Customer) without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form.
- Xtra Reports: Quarterly Maximum of 26 credits; Annual Maximum of 104 Customer and its authorized users may not share user credentials, logins or Placer Data with any others.

4. Term and Termination.

Term:

The Initial Term and any Additional Terms are referred to collectively as the "Term."

- Initial Term: The initial term of this Order Form will begin on January 1, 2025 (the "**Effective Date**"), and will continue for 24 consecutive months thereafter (the "**Initial Term**"). Each renewal or additional term, if any, is referred to as "**Additional Term**," and the Initial Term and any Additional Terms are referred to collectively as the "**Term**".
- Additional Term: This Order Form shall continue on the same terms and conditions set forth herein for additional periods of 12 months, if mutually agreed in writing by both parties (email would be sufficient).

Termination:

- Material Breach: Either party may terminate this Order Form upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days.
- Suspension: In addition, Placer may immediately suspend Customer's access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.
- Fees: All Fees are non-refundable and in the event of any termination, Customer will pay in full for the Services.

Post -Termination:

- Rights and Licenses: Upon any termination or other expiration of this Order Form all rights and licenses granted to Customer to use the Services and Placer Data shall cease.
- Placer Data: Within ten (10) days after such termination or expiration, Customer will permanently delete or destroy all elements of Placer Data under its control; provided however, Customer shall not be required to immediately purge from its hard-copy, electronic or email files Placer Data that Customer accessed or otherwise used in compliance with the terms of this Order Form or the Agreement which are contained in such hard-copy, electronic or email files (the "Post-Termination Information"), so long as any Post-Termination Information is (x) solely retained for ordinary corporate systems backup, legal or regulatory purposes, (y) not used, copied, distributed or displayed for internal research or marketing or for any other commercial purposes and (z) ultimately deleted in accordance with Customer's data retention policy.
- Research Data: Customer may retain and continue to use and distribute copies of Research Data generated hereunder, provided that any such Research Data containing Excerpts (w) is presented in such a manner that it could not reasonably be decompiled or reverse engineered to extract the underlying Placer Data, (x) is used for Customer's internal, non-commercial business purposes only, (y) is ultimately deleted in accordance with Customer's data retention policy and (z) is otherwise used in accordance with this Order Form and the Agreement.
- Certification: Upon request from Placer, Customer shall certify in writing its compliance with this provision.

5. Invoicing, Payment Terms, and Fee Increases.

Invoicing and Payment Terms:

Placer will invoice Customer as follows for the Initial Term starting on the Effective Date:	Annually (Placer will invoice Customer for the entire Annual Fee promptly after the Effective Date and then annually thereafter)
Customer shall pay all invoices within the following number of days of the invoice date:	30

- Placer will send all billing via electronic invoice to the Customer billing contact email indicated above via NetSuite.
- If Customer believes that Placer has invoiced Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first invoice in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.
- Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.
- Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer's net income.

Fee Increases:

- The Annual Fee for the Initial Term has been based on the metric(s) and scoping in this Order Form, Placer reserves the right to increase the Customer's Annual Fee for any Additional Term if the metric or scope of use has increased.
- Except as specifically provided otherwise in this Order Form, renewal of promotional or one-time priced Fees will be at Placer's applicable subscription pricing in effect at the time of the applicable Additional Term.
- Customer agrees that if any event occurs that will result in a material increase in Customer's usage of the Services (whether due to a merger or acquisition or otherwise), Customer will notify Placer in writing no later than thirty (30) days following the date of such event and Placer reserves the right to increase the Customer's Annual Fee mid-Term accordingly. If such event consists of Customer's merger with or acquisition of another customer of Placer, the Annual Fee increase shall be in an amount no less than the pro-rated annual fee of such other customer.
- Except as specifically provided otherwise in this Order Form, Annual Fees for any Additional Term shall be subject to an increase up to the greater of eight percent (8%) or CPI, unless Placer provides notice of different pricing at least thirty (30) days prior to the applicable Additional Term. Any such increase in Annual Fees will only be effective upon commencement of the Additional Term.

6. Support.

Premier Customer Support

- Regular Meetings with Placer's Customer Success Team
- Live, Virtual Training support

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, Customer shall contact support@placer.ai.

7. Confidentiality.

Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

8. Miscellaneous.

Funding Failure Termination Right. If funds for continued payments under this Agreement by the Customer are at any time unavailable or are insufficient for the Initial Term or any Additional Term, through failure of any entity, including the Customer itself, to appropriate such funds, then the Customer shall, within ten (10) days of such determination, provide notice to Placer and both Placer and the Customer shall have the right to immediately terminate this Order Form without penalty or further payment by the Customer.

Public Records Laws. Placer acknowledges that if Customer is subject to the applicable public records laws and regulations for Wisconsin state (“**Public Records Laws**”), that all obligations imposed by this Agreement are subordinate to Customer’s obligations under Public Records Laws. Notwithstanding the foregoing, Customer agrees that it will keep Placer’s Proprietary Information (including any Placer Data) confidential in accordance with this Order Form and the Agreement unless otherwise required by applicable law, including Public Records Law.

License Agreement Amendments. For the purposes of this Order Form only, the Agreement is hereby amended as follows:

- If applicable law prohibits Customer from indemnifying Placer, then Section 5.b of the Agreement, beginning “Customer shall defend, indemnify and hold Placer harmless...”, is hereby deleted in its entirety.
- The third to the last sentence of Section 8 of the Agreement is hereby removed in its entirety and replaced with the following: “This Agreement shall be governed by the laws of the State of Wisconsin without regard to its conflict of laws provisions.”

Notices. All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Trial Offering. If Placer provides Customer with additional Services or Placer Data during the Term and identifies such Services or Placer Data as for evaluation or trial purposes only (a “**Trial Offering**”), access to the Trial Offering is permitted only during the period designated by Placer (or if not designated, 30 days from receipt of access) (“**Trial Subscription Term**”), unless the Trial Offering is earlier terminated as provided below. During the Trial Subscription Term, Customer may only use the Trial Offering for internal evaluation purposes and may not otherwise use or distribute the Trial Offering for any other purposes. Notwithstanding any provision included in this Order Form or the Agreement to the contrary, in respect of the Trial Offering Customer acknowledges and agrees that: (i) either party may terminate the Trial Subscription

Term immediately and without liability upon written notice to the other party; (ii) any Trial Offering is provided “as is”; (iii) Placer provides no warranty, service levels or indemnity for any Trial Offering and (iv) Placer's liability related to any Trial Offering will not exceed USD \$100. Notwithstanding the foregoing, the Services and Placer Data provided in this Order Form is not considered a Trial Offering.

Promotional Use. Customer grants Placer the right to use Customer’s company name and company logo, for Placer’s promotional purposes.

9. Authorization.

This Order Form is entered into by and between Customer and Placer effective as of the Effective Date. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the “Agreement”); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

“Customer”

By: _____

Name: _____

Title: _____

Date: _____

“Placer”

By: _____

Name: _____

Title: _____

Date: _____

CITY OF DE PERE MEMO



To: Mayor James Boyd
Finance and Personnel Committee

From: Daniel Lindstrom, Development Services Director

Date: January 14, 2025

RE: **Consideration and possible action on the award of contract for Construction Manager at Risk (CMaR) for a public parking structure at 230 N Wisconsin St (ED-875) to Miron Construction***

Overview

In 2023, the City of De Pere approved a term sheet for redeveloping the former ShopKo retail store at the 200 block of Broadway and Wisconsin Streets. The approved term sheet included development terms for five new mixed-use buildings downtown and a publicly owned parking structure. In July 2024, the City and Developer approved an initial development agreement for the first building (Building "F"), including the sale of the appropriate road right-of-way and parcel for the future parking structure. The development agreement contemplated an approximately 220-240-stall parking structure. The City closed on the parking structure lot on September 24, 2024.

What is Construction Management at Risk (CMaR)

The CMaR is a delivery method which entails a commitment by the Construction Manager (CM) to deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP. The CMaR provides professional services and acts as a consultant to the owner in the design development with the designer and construction phases with the contractor. Often times, the CMaR also provides some of the actual construction of the project depending on the availability of bidders and the expertise the company has. In addition to acting in the owner's interest, the CMaR must manage and control construction costs to not exceed the GMP because contractually any costs exceeding the GMP that are not change orders are the financial liability of the CMaR. An additional benefit to project is have a CMaR with construction experience will create a feedback loop to the designer to ensure they can identify construction challenges before the design is final. As such, they are able to streamline the overall design and bidding process.

Generally, the CMaR will give the Owner a GMP prior to bidding the project. Included in this GMP is a contingency line item to take care of bid overages, reasonably inferred items and other project related items that may arise during construction. By giving the Owner the GMP prior to bids, the CMaR assumes the risk of bids coming in higher as they are contractually bound to deliver the project per the plans and specifications and any additional allowances as defined in his GMP. However to prevent significant padding of the GMP the City has included a professional cost estimator in the contract proposal with the designer to ensure both parties are designing a quality project and at a fair and reasonable price.

RFP Breakdown/Issuance

In October and November, the City prepared and revised two separate Requests for Proposals (RFP) for (1) Design and (2) Construction Manager at Risk (CMaR). The scope of the Request for Proposals Consulting Services - Architecture and Engineering Design Services Public Parking Garage is included within this exhibit.

Proposed Timeline

Below are details of the proposed timeline for the completion of the RFP and consultant selection process, the design process, and the construction process.

Finance and Personnel Committee.....January 14, 2025
Council Approval.....January 21, 2025
Notice to ProceedJanuary 22, 2025

Design Specific – Note: Design kickoff is ahead of CMAr Kickoff

Design Kickoff meeting w/staff.....Week of January 13, 2025
Phase 1 – Conceptual / 30% DesignJanuary 31, 2025/March 11, 2025 (F&P)
Phase 1 – 60% DesignWeek of May 5, 2025
Phase 1 – 90% DesignWeek of June 10, 2025 (F&P)
Phase 1 – Site Plan ApprovalJune 23, 2025
Phase 1 – 100% DesignWeek of June 30, 2025
Phase 1 – Final Design Approval.....Week of July 7, 2025

CMAr Specific

Phase 2 - Issue Invitation to BIDWeek of July/August 22, 2025
Phase 3 – Construction ManagementSept 2025 to June/July 2026.

Received proposals:

The City sent both RFPs directly to 30 potentially interested parties and posted the RFPs to various professional organizational webpages. The City received two proposals – Findorff and Miron Construction

Staff evaluations:

The review team, comprised of the City Administrator, City Attorney, City Engineer, Development Services Director, and Community and Economic Development Specialist, evaluated the proposals based on the following scoring criteria:

Cover Letter (2 pages):.....	0 PTs
Qualifications and Capabilities (up to 10 pages):.....	15
Project Understanding and Approach (up to 10 pages):.....	40
Project Timeline (up to 5 pages):	15
Budget (up to 2 pages):.....	15
References:	15
Total	100

Both proposals were well-written and had quality references and quality examples. Both proposals reviewed the needs of the City and presented a proposal that staff believes would meet the City's needs for CMAr. Both proposals also have significant experience working with designers. However, after reviewing the proposal, staff felt that the Miron approach with Wells and Midwest Structure engineering, cost and experience with the selected designer was the best fit for the City. Both proposals are listed in the agenda packet.

Cost proposals:

The Findorff team presented a package that included total costs and total hours for a CMAr and expenses for a total of \$564,091. The Miron Team presented a package based on cost per month approach with an added with optional for Park Smart certification. Total proposal cost of \$297,000.

Recommendation

Staff recommends awarding the CMAr for the public parking structure to Miron Construction.

Exhibit: Objectives and Scope

OBJECTIVES

The City seeks to design and construct a parking garage with at least 220 parking spaces. The subject area is described as Lot 1 in Exhibit C. The design shall be done promptly and maximize the number of parking spaces while balancing the need to retain the downtown character.

For information only, the City will evaluate the design proposal based on, but not limited to, the following design objectives:

- A. During the design of the public parking garage, the Parties will work collaboratively to determine whether it is feasible for the public parking garage to include both surface and subgrade parking garage/structure or if it should solely be a surface-level garage. The City is solely responsible for determining the project's total size, height, and scale.
- B. The designer's approach to the project and the design's aesthetic value are viewed by pedestrians, motorists, and visitors to downtown De Pere, and its overall fit with the urban character of the vision for Downtown. The Proposer will use good faith efforts to design and construct the public parking garage complimentary to the structures planned for the conceptual redevelopment. The City envisions involving the public in the design process and allows the public to provide input on the design of the public parking garage throughout said process. The City reserves the sole authority to approve the final design of the public parking garage.
- C. The design's functionality includes how one conveniently and safely enters and exits the garage while minimizing the impact on pedestrian comfort and safety.
- D. The plan is to implement technology investments to make the ramp as self-sufficient and low maintenance as possible (smart lighting fixtures with occupancy sensors, gate arms, LRPs, etc.), consistent with a conceptual theory of operations plan.
- E. The design must include streetscaping in the overall design concept, and there must be ample room for wide sidewalks and decorative streetlamps consistent with the Downtown.
- F. The structure must be designed with high quality, long-term durability, and low maintenance components/elements that withstand the Wisconsin/Midwest climate.
- G. Patron security must be a design priority, and an efficient lighting system is essential. Emergency lighting shall be incorporated in appropriate locations throughout the structure. The design shall include a camera surveillance system at each level in strategic locations where pedestrian and vehicle traffic will occur.
- H. Accessibility requirements must be incorporated in all aspects of the structure.
- I. Appropriate signage and graphics shall be provided to clearly define ingress and egress, emergency and safety information, and any other information necessary for the operation of the garage.
- J. The garage shall accommodate any required mechanical, electrical, fire protection, elevator, and mechanical equipment rooms in compliance with all codes and standards.
- K. Work with the City Department of Public Works to prepare plans to meet required stormwater requirements.

- L. The inclusion of preplanned conduit for electric vehicle charging.
- M. The City of De Pere is committed to fostering, encouraging, and supporting sustainable development and green building practices to the maximum extent possible. Respondent(s) shall demonstrate how sustainable building, parking, and transportation practices can be incorporated into the proposed parking structure's design, management, and operation. Demonstration of sustainable practices shall include a summary of the pros and cons of each, the anticipated maintenance implications, and initial costs and potential savings. The final design should enable the proposed Parking Structure to obtain Parksmart Certification through Green Business Certification, Inc. (GBCI), the certifying body for LEED. Current assumptions are that rooftop solar canopies may be part of the final design. Respondent(s) may include an International Parking Institute/GBCI Parksmart Advisor on their team to demonstrate expertise and familiarity with this standard.

SCOPE OF WORK

Phase 2: Construction Manager at Risk (CmaR)

The Construction Manager at Risk (CmaR) will be expected to provide complete management of construction and installation services for this project. Generally, the CmaR will coordinate and manage all construction services on the project and procure trade subcontracts and owner-direct purchases under the Wisconsin Statutes and public bidding requirements applicable to municipal construction.

The CmaR will be responsible for the project completion and cost of the subcontracts. Direct Owners Purchase items should be identified by the CmaR in the pre-construction phase and managed and coordinated by the CmaR. For those trade subcontracts that are not assigned to the CmaR by the City, the CmaR shall manage that portion of the work but shall not be responsible for that work or the price of that work.

The CmaR will not perform, nor permit the trade subcontractors to perform, the construction, execution, repair, remodeling, or improvements, nor furnish supplies or materials unless the performance or supply complies with public works contracts and bid requirements of the Wisconsin Statutes. Including without limitation Wisconsin Statutes Sections 62.15 and 66.29. During the pre-construction period, the CmaR will also assist in completing the project's design by providing critical reviews and suggestions for improving the project's economy, schedule, and constructability.

The CmaR will also provide cost estimates for the project during pre-construction and provide prebid services to assemble individual bid packages for all sub-contract divisions necessary for the construction of the complete project.

The City will allow the CmaR to self-performance the value of the project. Any self-performance of a portion of the project shall only occur if CmaR submits a sealed bid as part of the public bidding project and before receipt of any other bids. A CmaR that intends to submit any bids for work shall not participate in the bid openings, evaluation, and award process for those parts. Services shall include, but not be limited to:

1. *Construction Management Pre-construction Phase Scope of Services.* Respondents shall participate in the design phase, including, but not limited to:
 - a. Constructability reviews
 - b. Value engineering reviews
 - c. Site logistics plan
 - d. Schedule and phasing coordination

- e. Cost control management
 - f. Establish a direct purchase item list
 - g. Construction documents conversion into subcontractor bid packages
2. *Bid-Phase Scope of Services:* Respondents shall lead the pre-bidding and bidding process, including, but not limited to:
- a. Developing the Master Project Schedule
 - b. Preparation of bid template
 - c. Issue subcontractor bid packages
 - d. Conduct pre-construction conferences and site visits
 - e. Process all addenda
 - f. In conjunction with the City, receive bids from subcontractors and conduct public bid openings (except in the case of the submission of sealed bids from the CMaR under the details above)
 - g. Execute subcontractor agreements
 - h. Review bids and make a recommendation for award to the City
 - i. Issue Guaranteed Maximum Price (an amendment to the CMaR Agreement).
3. *Construction Phase Scope of Services:* Respondents shall provide Project Management at a level of support to be determined as part of any supplemental amendment to the approved Agreement, which typically includes;
- a. Comply with General Conditions & Requirements
 - b. Conduct pre-construction conference
 - c. Periodic update of the Master Construction Schedule
 - d. Lead progress meeting, communications, and meeting minutes
 - e. Attend bi-weekly construction meetings as needed
 - f. Review and prepare monthly progress payment requests; obtain lien waivers
 - g. Provide payment application review and inspection to verify all work is completed
 - h. Periodic update of project cash flow projections
 - i. Act as the project's prime liaison
 - j. Provide construction inspection at a level of support
 - k. Coordinate all change order administration
 - l. Coordinate all types of submittals
 - m. Coordinate all types of testing and Inspections
 - n. Coordinate all sub-contractors
 - o. Direct Owner Purchase Order System – execute and monitor
 - p. Provide construction trailers, storage, equipment, barriers, etc.
 - q. Provide all necessary on-site CMaR personnel
 - r. Develop and issue a punch list;
 - s. Coordinate Substantial Completion and Turnover
 - t. Work with the designer/AE to prepare record drawings of the completed construction, utilizing redline drawings prepared by the designer/AE/CMaR. As-built drawings shall include complete sets of PDF and CAD electronic files and a set of full-scale hard-copy drawings.

NOTE: It shall be the CMaR responsibility to be familiar with and take into consideration, when responding to this RFP, all of the City of De Pere, State of Wisconsin, and federal government requirements, including, but not limited to, construction contract requirements, permitting,

warranty for construction defects, assurance of completion, progress payment requests, construction guidelines (including but not limited to: project planning & technical review, construction costs, energy conservation, environmental & hazardous material review), standards of design, cost certification, affirmative action, substantial completion/permission to occupy and final closeout.



Building Excellence

CITY OF DE PERE

PUBLIC PARKING GARAGE

DE PERE, WISCONSIN

MIRON CONSTRUCTION CO., INC.

1175 Lombardi Avenue, Suite 300
Ashwaubenon, WI 54304

MIRON-CONSTRUCTION.COM

DE PERE®



PROPOSAL FOR CMAR SERVICES | 12.13.2024

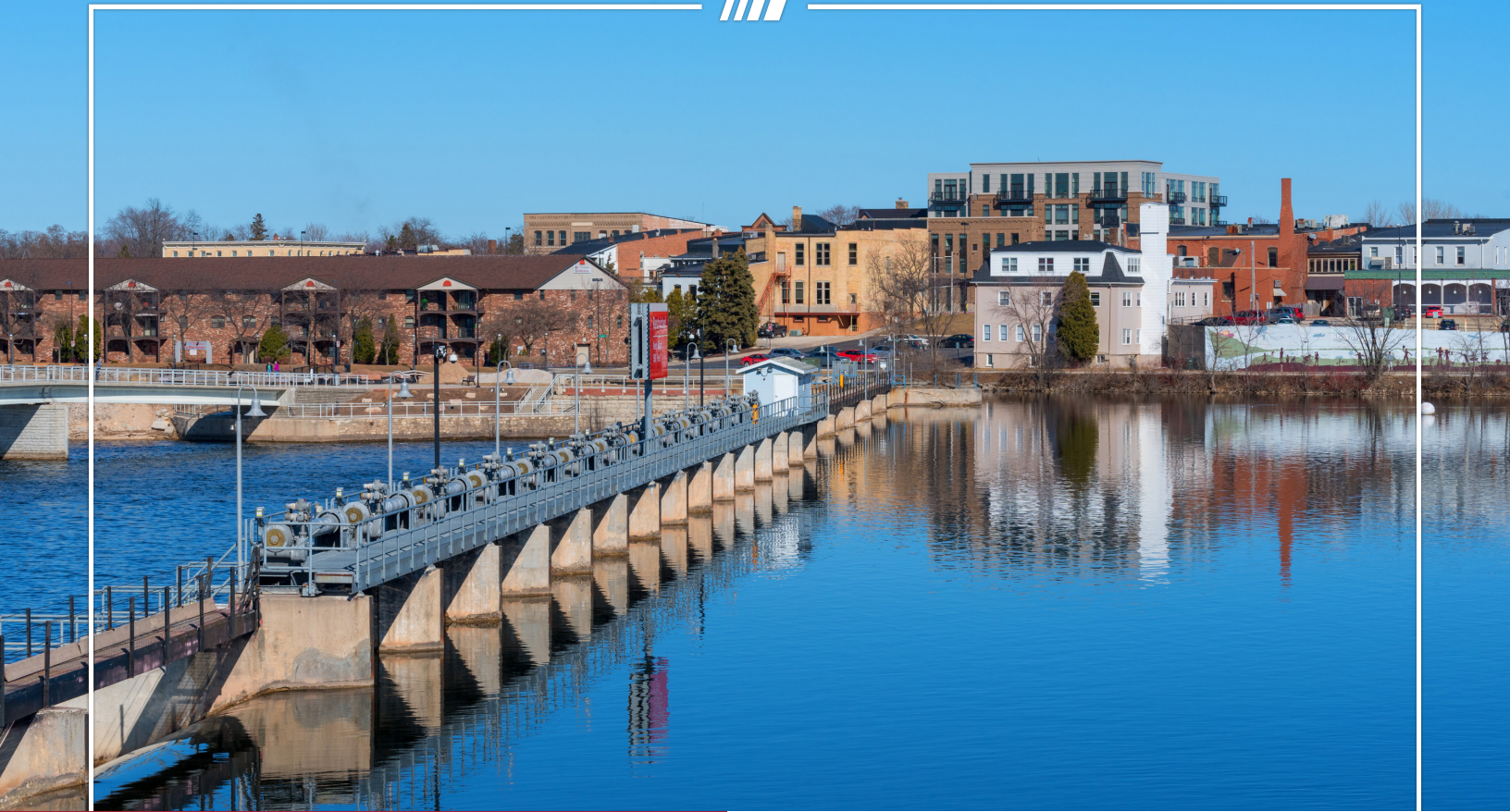


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Building Excellence

MIRON CONSTRUCTION CO., INC.
CITY OF DE PERE
PUBLIC PARKING GARAGE
12.13.2024



MIRON CONSTRUCTION CO., INC.

1175 Lombardi Avenue, Suite 300
Ashwaubenon, WI 54304

PH 920.328.1800 | FX 920.328.1799

MIRON-CONSTRUCTION.COM

Include a cover letter outlining why the City should select your firm/team. The letter shall identify who will be the point of contact/project manager, including their email address and the office in which they are located.

December 13, 2024

Daniel Lindstrom
Development Services Director
City of De Pere

RE: Request for Proposals for CMAA Services - City of De Pere Public Parking Garage

Dear Daniel:

Miron Construction Co., Inc. is extremely excited to submit our proposal for construction management services for the City of De Pere Public Parking Garage. We are confident that we will be a valued partner throughout the process, offering several significant advantages to your team.

LOCAL CONTRACTOR: De Pere is in Miron's backyard, given our new Green Bay office. We want to take care of our local community more than anyone, and this project lends itself to just that. Projects, like this one, that benefit the community are at the heart of our values. As in recent projects in neighboring communities, Miron is your local contractor with a local team that will be here to assist you with any needs now and into the future.

EXPERIENCE & RELATIONSHIPS: With 30+ projects that include parking structures in our portfolio, we know how to construct these facilities safely and efficiently. That experience, along with being the **only contractor in the state to have completed a parking structure that is seeking Parksmart certification**, makes Miron second to none in experience with any Parksmart or LEED-certified parking structures. Coupled with our relationship with Wells Concrete, the industry leader in supplying precast concrete parking structures, we have an expert project team that has the knowledge and horsepower to complete a public parking structure in both a cost-effective and timely manner.

EXPERT TEAM: We have assembled a strong and collaborative team to work on this facility. Our project executive, Amanda Manteufel (Amanda.Manteufel@miron-construction.com) and I (John.Murphy@miron-construction.com) have worked on several high-profile projects and parking structures, including the iconic Lambeau Field Stadium projects. We will be your points of contact, as we are both local and based out of our Green Bay office (1175 Lombardi Ave, Suite 300), which is only minutes from the proposed site. The field team will be led by our director of steel and precast, Andy Vis. An industry pro in erecting precast structures and parking garages, Andy's 25 years of industry knowledge will be utilized from the very start of preconstruction to ensure constructability and budget alignment.





MIRON CONSTRUCTION CO., INC.

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Ashwaubenon, WI 54304

PH 920.328.1800 | FX 920.328.1799

MIRON-CONSTRUCTION.COM

| SUSTAINABILITY AND PARKSMART SUPPORT: As your construction manager, our priority is to support your goals and vision for the City of De Pere Public Parking Garage. We also understand our role in ensuring decisions are well-informed and made in the best interest of the project. Our process starts with learning your project drivers so we can engage all members of the project team from preconstruction through construction and occupancy. Knowing that the City of De Pere is committed to sustainable building, parking and transportation practices, our director of sustainable services, Theresa Lehman, will be a great resource. Theresa serves as the project administrator on projects that seek third-party green building certifications such as LEED, WELL and Fitwel, works as part of Miron's risk management group partnering with the DNR and EPA to proactively resolve environmental-related challenges, and assists clients in seeking incentive opportunities to ensure projects can invest in energy efficiency systems and renewable energy technologies.

Thank you for the opportunity to submit our qualifications for this exciting project. After reviewing our submission, we hope you will agree that our experience, relationships, innovative services, and—most importantly—our **PASSION** make Miron the best choice for your team. If you have any questions or require additional information, please do not hesitate to call.

Sincerely,
MIRON CONSTRUCTION CO., INC.

John Murphy
Principal-in-Charge | Senior Vice President, Green Bay Office
920.328.1771
john.murphy@miron-construction.com



STAY GROUNDED : THINK BIG : RALLY TOGETHER : DIG DEEP : BUILD LEGACIES

2 | QUALIFICATIONS & CAPABILITIES



For more on Miron's government experience, including project profiles, scan the QR code or visit www.miron-construction.com/our-experience/government.

\$2.5B
IN GOVERNMENT
PROJECTS
IN THE LAST 10 YEARS



a. Demonstrate experience and qualifications of the lead firm on related projects and any sub-firms on the project team.

We bring specialized expertise that ensures structural integrity and schedule adherence through precise coordination. Our experience in managing congested sites and phased construction in active environments will allow us to maintain smooth traffic flow and continuous access to surrounding buildings throughout construction. By drawing on lessons learned from similar projects, we will collaborate closely with the City of De Pere and the selected design team to optimize the design for durability, efficiency, and long-term performance.

MIRON IS PROUD TO BE ONE OF THE PREMIER GOVERNMENT BUILDERS IN THE MIDWEST.

When it comes to local and federal government contracts, Miron has a robust portfolio of experience encompassing facilities to serve communities' needs. As a trusted government contractor, we are well-equipped to leverage our experience, some of which is listed below, for your parking project.

No builder in the state of Wisconsin puts more precast in place than Miron Construction, which uniquely positions us to bring substantial value to the City of De Pere Parking Garage project. Most recently, we completed work on Titledown Podium Parking and Foundation Structure in Green Bay as well as the City of Madison South Livingston Street. This knowledge of local city logistics, along with our understanding of city parking challenges, allows us to anticipate and mitigate potential disruptions.



82
WI CITIES &
COUNTIES
WORKED IN

RESCH EXPO CENTER

Green Bay, WI

- | Owner: Brown County
- | Size: 265,000 SF
- | Completion: January 2021



VILLAGE OF WESTON MUNICIPAL CENTER

Weston, WI

- | Owner: Village of Weston
- | Size: 114,400 SF
- | Completion: January 2023

MENASHA PUBLIC WORKS FACILITY

Menasha, WI

- | Owner: City of Menasha
- | Size: 21,000 SF
- | Completion: March 2021



HOWARD COMMONS

Howard, WI

- | Owner: Village of Howard
- | Size: 27,722 SF
- | Completion: July 2023

DANE COUNTY COUNTY REGIONAL AIRPORT PARKING STRUCTURE EXPANSION

Madison, WI

- | Owner: Dane County Department of Public Works
- | Size: 469,155 SF Addition | 1,072,387 SF Remodel
- | Completion: October 2015



WAUPACA COUNTY HIGHWAY DEPARTMENT FACILITY

Waupaca, WI

- | Owner: Waupaca County
- | Size: 90,988 SF
- | Completion: October 2019



VILLAGE OF SUSSEX NEW CIVIC CENTER

Sussex, WI

- | Owner: Village of Sussex
- | Size: 52,867 SF
- | Completion: October 2016

CITY OF STEVENS POINT UTILITY GARAGE

Stevens Point, WI

- | Owner: City of Stevens Point
- | Size: 37,500 SF
- | Completion: February 2019



UW-LA CROSSE POLICE SERVICE BUILDING & PARKING RAMP

La Crosse, WI

- | Owner: State of Wisconsin DOA Division of Facilities Development
- | Size: 17,000 SF
- | Completion: February 2023

CITY OF MADISON SOUTH LIVINGSTON STREET GARAGE

Madison, WI

- | Owner: City of Madison
- | Size: 241,182 SF
- | Completion: July 2018





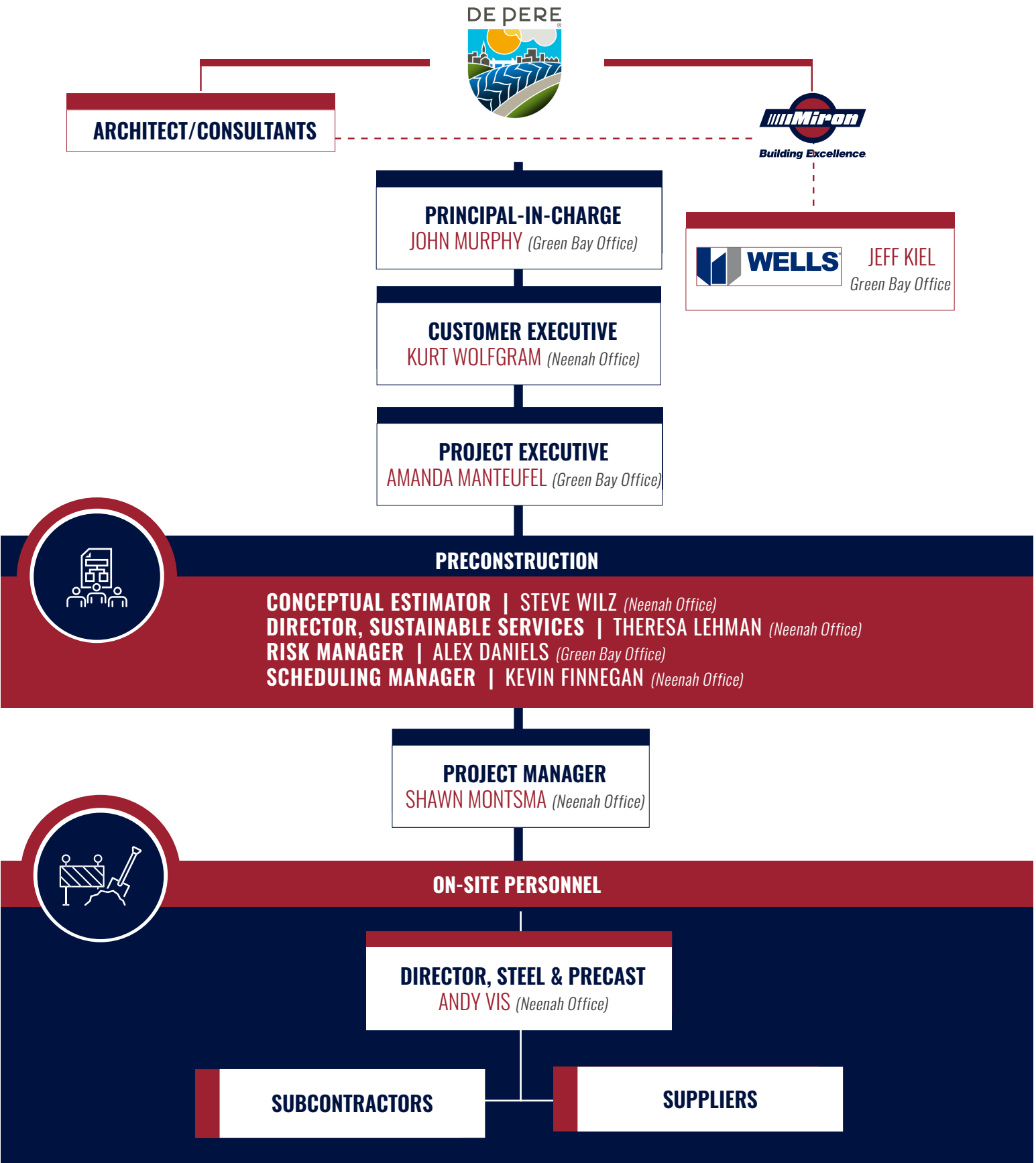
ADDITIONAL PARKING RAMP EXPERIENCE

Miron Construction Co., Inc.

Project Name	City	State	Project	Completion
Ho-Chunk Beloit Casino, Hotel, and Conference Center	Beloit	WI	\$515,000,000	1/14/2026
Salvation Army Shield Apartments and Underground Parking	Madison	WI	\$11,100,000	11/2/2023
Titletown Podium Parking and Foundation Structure	Green Bay	WI	\$36,330,000	8/10/2021
Marquette General Replacement Hospital and Parking Garage	Marquette	MI	\$15,400,000	6/2/2019
Ho-Chunk Hotel & Casino Renovations & Expansions	Black River Falls	WI	\$37,000,000	12/29/2017
Middleton Center Commercial & Residential Towers	Middleton	WI	\$17,300,000	7/1/2017
Staybridge Hotel & Underground Parking at Liberty Way	Marquette	MI	\$15,800,000	10/28/2016
Upper Peninsula Health Plan Liberty Way Office Facility	Marquette	MI	\$8,801,111	10/1/2016
Skyward Inc. New Corporate Office Building	Stevens Point	WI	\$32,200,000	2/19/2016
Dane County Regional Airport Parking Structure Expansion	Madison	WI	\$18,922,873	6/30/2015
Nicolet Parking Garage Updates	Green Bay	WI	\$168,080	2/1/2014
City of Marion New Police Headquarters	Marion	IA	\$10,400,000	11/22/2013
UW-La Crosse Police Service Building & Parking Ramp	La Crosse	WI	\$8,092,600	6/1/2013
City of Cedar Rapids May's Island Parkade Renovation	Cedar Rapids	IA	\$824,483	5/31/2012
Appleton Police Station Addition & Remodel	Appleton	WI	\$10,582,036	5/15/2010
Flats on the Fox High-Rise Lofts (Stone House Development)	Green Bay	WI	\$7,287,925	12/31/2008
UW-Madison Lot 36 Parking Ramp Addition	Madison	WI	\$2,042,485	8/1/2008
One Financial Place (8215 Greenway Blvd. Office Building)	Middleton	WI	\$13,484,150	6/30/2008
8333 Greenway Boulevard Office Building	Middleton	WI	\$4,618,080	1/21/2008

b) Provide a staff organization chart. Identify key individuals involved in this project, their affiliation, and office location. Provide key individuals' resumes.

| ORGANIZATIONAL CHART



For each staff member identified in the organization chart, summarize relevant experience and qualifications. Detailed resumés of all team members should NOT be submitted. The brief overview should identify the individual's experience with similar projects and their availability to support this project.



JOHN MURPHY

PRINCIPAL-IN-CHARGE | SENIOR VICE PRESIDENT, GREEN BAY OFFICE
LEED AP - BD+C

John brings 28 years of experience in the construction industry and is active in the daily management of Miron's Green Bay office as well as participating in all aspects of corporate operations management. John provides overall project strategy, guidance, and management of project development to ensure successful project completion and client satisfaction. His expertise leads the charge when it comes to increasing efficiencies, eliminating waste, and delivering the project within the budget and schedule parameters established by the project team.

John is a recipient of The Daily Reporter's Construction Executive of the Year award, which honors individuals who are considered outstanding leaders in the industry, moving construction and design in a positive direction.

EDUCATION

MILWAUKEE SCHOOL OF ENGINEERING
Bachelor of Science, Architectural Engineering

AVAILABILITY: AVAILABLE IMMEDIATELY

REPRESENTATIVE PROJECTS

- | Lambeau Field Stadium Improvements | Green Bay, WI
- | Resch Expo Center | Green Bay, WI
- | Howard Commons | Howard, WI
- | Shawano Municipal Utilities New Headquarters | Shawano, WI



KURT WOLFGRAM

CUSTOMER EXECUTIVE
LEED AP BD+C

Kurt works closely with clients and design partners to lead the project through the planning and preconstruction phases to ensure successful outcomes. He focuses on project strategy, facilitating a collaborative design process, budget development and control, schedule development and execution, and quality control. Most importantly, Kurt is responsible for providing a smooth process and positive team experience. He brings over 20 years of experience in the construction industry.

EDUCATION

UNIVERSITY OF WISCONSIN-STOUT
Bachelor of Science - Construction Management

NORTHEAST WISCONSIN TECHNICAL COLLEGE
Associates Degree - Architectural Design

AVAILABILITY: AVAILABLE IMMEDIATELY

REPRESENTATIVE PROJECTS

- | Resch Expo Center | Green Bay, WI
- | Menasha Downtown Development Broad Street Parking Structure | Menasha, WI
- | U.S. Venture Center, Parking Garage and Public Space at Titletown | Green Bay, WI
- | City of Appleton Jones Park Amphitheater | Appleton, WI



AMANDA MANTEUFEL

PROJECT EXECUTIVE

LEED AP BD+C

Amanda is responsible for planning, budgeting, scheduling, and construction of the project. She will work closely with the design and construction teams to facilitate a seamless project delivery.

Amanda provides overall project strategy, guidance, and management of project development to ensure successful project completion. Her duties include oversight of construction management, design development, pricing, quality control, and client satisfaction. She brings 25 years of experience in the construction industry.

Amanda was recognized by The Daily Reporter as a top woman in the Wisconsin construction industry.

| EDUCATION

UNIVERSITY OF WISCONSIN-MADISON

Bachelor of Science - Civil Engineering and
Construction Engineering Management

AVAILABILITY: AVAILABLE IMMEDIATELY

| REPRESENTATIVE PROJECTS

- | Lambeau Field Stadium Improvements | Green Bay, WI
- | Outagamie County 911 Communication Center & Storage Facility | Appleton, WI
- | Curative Connections Yesteryear Village | Green Bay, WI
- | Neenah High School (New) | Neenah, WI



SHAWN MONTSMA

PROJECT MANAGER

Shawn manages all project activities including, but not limited to, preliminary planning, budget development, financial control, value engineering assessments, scheduling, coordination of construction activity, project closeout, and owner occupancy. He brings 10 years of construction industry experience.

Shawn is also responsible for regular communication with the architectural team and owner regarding items related to budget, constructability, bidding, and schedule.

| EDUCATION

UNIVERSITY OF WISCONSIN - MADISON

Bachelor of Science, Civil Engineering

AVAILABILITY: AVAILABLE IMMEDIATELY

| REPRESENTATIVE PROJECTS

- | Dane County Regional Airport Parking Structure Expansion | Madison, WI
- | Menasha Downtown Development Broad Street Parking Structure | Menasha, WI
- | UW-La Crosse Police Service Building & Parking Ramp | La Crosse, WI
- | UW-Madison Lot 36 Parking Ramp Addition | Madison, WI



ANDY VIS

DIRECTOR, STEEL & PRECAST

As Director of Steel & Precast, Andy will support the project superintendent and project management team with scheduling, equipment utilization, and pre-planning of the steel and precast work. He is also in charge of ensuring that our corporate best practices are applied to your project, and that the adequate amount of resources are assigned to your project to preserve schedule milestones.

His 25 years of construction experience, specifically on precast projects, will contribute to the success of your project as he works with the construction team to support all phases of construction activity.

| EDUCATION

- | OSHA 30-Hour Certification
- | Superintendent Training
- | CPR & First Aid Certification
- | Forklift Certification

AVAILABILITY: AVAILABLE IMMEDIATELY

| REPRESENTATIVE PROJECTS

- | Dane County Regional Airport Parking Structure Expansion | Madison, WI
- | Menasha Downtown Development Broad Street Parking Structure | Menasha, WI
- | UW-La Crosse Police Service Building & Parking Ramp | La Crosse, WI
- | UW-Madison Lot 36 Parking Ramp Addition | Madison, WI



STEVE WILZ

CONCEPTUAL ESTIMATOR | LEED GREEN ASSOCIATE

With 40+ years of experience, Steve develops quality estimates at conceptual and construction document levels; evaluates material and labor costs; selects, evaluates, and tabulates subcontractor estimates and materials; prepares final tabulations, bid submittals, and presentation of project costs to owners.

Steve will attend meetings and assist with detailed and open book estimates. He will explore a variety of building systems to establish an optimum design that meets budget expectations. Steve is a recipient of The Daily Reporter Estimator of the Year award and has estimated over \$3.1 billion in construction, including some of Miron's largest, most complex projects.



ALEX DANIELS

REGIONAL RISK MANAGER, GREEN BAY

Alex manages the development of site safety plans, the coordination of pre-planning efforts for our superintendents and project managers, training of employees on job-specific hazard recognition and injury prevention, performs project safety audits, and acts as an on-site safety representative.



KEVIN FINNEGAN

SCHEDULING MANAGER | LEED GREEN ASSOCIATE

Kevin facilitates all schedule-related activities with the project team, and communicates regularly with the project team, consultants, and subcontractors to update and monitor all project schedules. Kevin is also responsible for the analysis, identification, and resolution of potential schedule issues.



d) Demonstrate experience in community engagement and presenting reports and information to elected officials.

| COMMUNITY ENGAGEMENT & INFORMATION MANAGEMENT

Our team is dedicated to maintaining strong engagement with stakeholders throughout the preconstruction and construction process. We understand the importance of keeping all the community informed and involved, and we make it a priority to provide transparent, consistent updates on project milestones, timelines, and any potential challenges. This ongoing communication fosters trust and collaboration. We utilize a variety of engagement methods including:

- | Neighborhood communications
- | Open houses
- | Milestone events
- | Community tours

We ensure that each stakeholder (owner, architect, subcontractors, elected officials, community members) clearly understands the unique project drivers and is communicated about them throughout the life of the project.

COMMITMENT TO COLLABORATION

Miron embraces collaboration and welcomes a team-based approach to delivering projects.

OPEN COMMUNICATION

Our team engages in and encourages open and honest communication throughout the project. A variety of our communication tools are highlighted in the following section.

FISCAL TRANSPARENCY

Our team will maintain an open-book philosophy throughout the project in order to increase trust and keep costs visible and controllable.

COLLABORATIVE DECISION-MAKING

Miron will work together with the City of De Pere and the architect on important decisions to leverage our vast knowledge base and encourage joint accountability.

UTILIZE BUILDING INFORMATION MODELING

Our team uses Building Information Modeling (BIM) to further facilitate team collaboration and information sharing and streamline the design and construction processes.



e) Please indicate which individuals will attend the proposed interview if an interview is requested.

If an interview is requested, John Murphy (Principal-in-Charge), Kurt Wolfgram (Customer Executive), Amanda Manteufel (Project Executive), Shawn Montsma (Project Manager), and Andy Vis (Director, Steel & Precast) will be available to attend.

f) Should sub-consultant(s) be listed as part of the project team, the Proposer shall provide a letter from each sub-consultant that indicates the subconsultant's intent to be part of the project team.



Parking Building Solutions from Wells & MSE



Wells is a leading prefabrication building solution leader in the U.S., involved throughout the project from pre-construction through completion, supporting upfront design assist work and fine-tuning plans for each parking project. Our team's unique understanding of code requirements, ADA accessibility, slope limitations, and drainage ensures an efficient and well-built project.

Once the building components are manufactured and installed, our Sealants and Restoration team is here to help with lifelong maintenance support, providing a seamless Wells experience to our clients.



Dr. John Wang, S.E. is the founder and president of Midwest Structure Engineering, Inc. Dr. Wang received his Ph.D. degree from the Civil Engineering Department of Marquette University in 1992.

Dr. Wang's experience with precast concrete design is extensive, and he has been involved in designing over 250 precast structures such as stadiums, high rise precast hotels, and insulated industrial warehouse buildings.

Wisconsin Recent Parking Structure Project Experience

- 1801 E. Washington Marling Lumber Parking Deck, Madison, WI
- Associated Physicians Parking Deck, Madison, WI
- YMCA Parking Structure, Appleton, WI
- Aurora Psychiatric Hospital Parking Deck, Wauwatosa, WI
- Aurora West Allis Medical Center Parking Structure Addition, West Allis, WI
- Block 7 Parking Structure, Milwaukee, WI
- Broad Street Parking Structure, Menasha, WI
- Burlington Parking Deck, Burlington, WI
- Concordia College Parking Ramp (3), Mequon, WI
- Dane County Airport Ramp, Madison, WI
- Franck Cottage Garage, Wabeno, WI
- GIA Parking Deck, Madison, WI
- Hill Farms DOT Parking Deck, Madison, WI
- Innovation Park Parking Structure, Wauwatosa, WI
- Johnson Controls Parking, Glendale, WI
- Komatsu Corporate Headquarters Parking Structure, Milwaukee, WI
- Linden Drive Parking Deck, Madison, WI
- Luther Midelfort Hospital Parking Ramp, Eau Claire, WI
- Madison Yards Parking Deck (2), Madison, WI
- Marquette General Hospital Ramp, Marquette, MI
- Mayfair Parking Deck, Wauwatosa, WI
- Metro Market Parking Deck, Shorewood, WI
- MSOE Parking Deck, Milwaukee, WI
- Potawatomi Parking Deck, Milwaukee, WI
- Pritzlaff Parking Structure, Milwaukee, WI
- Promega Parking Garage (2), Fitchburg, WI
- River Center Parking Ramp, Green Bay, WI
- Shorewood Parking Deck, Shorewood, WI
- St. Joseph's Parking Deck Renovation, Milwaukee, WI
- Summit Parking Deck Addition, West Allis, WI
- The Corners Parking Deck (2), Brookfield, WI
- ThriveOn Collaboration Parking Structure, Milwaukee, WI
- University Crossing Parking, Madison, WI
- UWHC East Side Parking Deck, Madison, WI
- VA Hospital Parking Deck (2), Milwaukee, WI
- Wgema Campus Parking, Milwaukee, WI
- Wisconsin Crime Lab Parking Deck, Wauwatosa, WI
- WM. S Middleton VA Hospital Parking Structure, Madison, WI

(#) represents the number of projects for the specific client and location

Wells Primary Contact: Brett Evenson
brett.evenson@wellsconcrete.com
920.965.9464

Wells has completed hundreds of parking structures throughout the United States.

g) The Proposer may include two (2) additional pages for each project to illustrate aspects of the completed project that provide the evaluation team information to assess the Proposer's experience with relevant project work.

CITY OF MADISON

LIVINGSTON STREET GARAGE

MADISON, WISCONSIN



The Madison South Livingston Street Garage is a five-story, cast-in-place concrete parking structure with a two-story component available for retail space. It contains 667 spaces and four electric vehicle charging stations (EVCS). **It is the first, and only, parking structure in Wisconsin to pursue Parksmart certification**, the world's only certification program that defines, measures and recognizes high-performing, sustainable garages. The system is designed to advance sustainable mobility through smarter parking structure design and operation. The following page outlines the Parksmart certification process and Miron's capabilities to assist with this and other sustainable incentives.

OWNER: CITY OF MADISON
 ARCHITECT: GRAEF
 PROJECT: \$15,200,000
 AREA: 241,182 SF
 COMPLETION: JULY 2018
 DELIVERY: GENERAL CONTRACTOR

| PARKSMART CERTIFICATION

Parksmart is the world's only rating system designed to advance sustainable mobility through smarter parking structure design and operation. Parksmart is a standard that recognizes 48 measures (248 points) across innovation and three categories:

- Innovation:** credits new and creative sustainable parking and transportation initiatives.
- Management:** encourages garage operations to maximize the use of a parking asset while minimizing waste.
- Programming:** guides garages to new revenue sources, greater customer satisfaction and stronger community relations. Green garage programs ensure effective vehicle ingress/egress, provide access to alternative mobility solutions, and leverage the garage's potential as a public space.
- Technology and Structure Design:** recognizes the physical attributes a garage can deploy to increase energy efficiency, lower waste and support customer mobility choice.

Elements of Parksmart Certification

Management	Max Points	Technology and Structure Design	Max Points
Parking Pricing	4	Idle Reduction Payment Systems	4
Shared Parking	6	Fire Suppression Systems	2
Transportation Management Organization/Association	4	Low/Low VOC Coatings, Paints, Sealants	2
Recycling Program	4	EV Charging Stations	6
Sustainable Purchasing Program	2	HVAC Systems - Occupied Spaces	6
Proactive Operational Maintenance	6	Ventilation Systems - Parking Decks	6
Cleaning Procedures - Occupied Spaces	2	Lighting Controls	8
Cleaning Procedures - Parking Decks	6	Energy-efficient Lighting System	8
Building Systems Commissioning	8	Stormwater Management	6
Construction Waste Management	6	Rainwater Harvesting	4
Regional Materials	6	Greener Site	2
Regional Labor	4	Indoor Water-efficiency	2
Reused/Repurposed/Recycled Materials	6	Water-efficient Landscaping	2
Third Party Sustainability Certification	12	Roofing Systems	6
Credentialed Management	4	Renewable Energy Generation	12
Life-cycle Assessment	8	Design for Durability	6
Total Management Points	90	Energy Resiliency - Storage	4
		Total Technology & Structure Design Points	88
Programs	Max Points	Innovation	Max Points
Placemaking	4	Innovative Approach	6
Access to Mass Transit	4	Total Innovation Points	6
Wayfinding Systems - External	4		
Wayfinding Systems - Internal	4	Total Parksmart Points	248
Traffic Flow Plan	4		
Cashless Program	6		
Rideshare Program	6	Parksmart Award Levels / Existing Facilities	
Low-emitting and Fuel-efficient Vehicles	4	Certification level	Points
Alternative Fuel Vehicles	4	Parksmart Pioneer	90+
Alternative Fuel Fleet Vehicles	6	Required minimum in Management, Programs and Technology & Structure Design categories: 10 in each category	
Bicycle Parking	6		
Bicycle Sharing/Rental	6	Parksmart Award Levels / New Construction	
Microtransit/Accessorial Program	4	Certification level	Points
Total Programs Points	64	Parksmart Bronze	110 - 134
		Parksmart Silver	135 - 159
		Parksmart Gold	160+
		Required minimum in Management, Programs and Technology & Structure Design categories: 20 in each category	

Parksmart | parksmart.gbci.org

THE PROCESS

Parksmart certification involves four main steps:

- 01 | Register the project by completing the online form and paying the one-time flat \$1,2000 registration fee**
- 02 | Collect and submit the documentation to Green Business Certification Inc. (GBCI) via the Arc platform and pay the one-time flat \$5,500 certification review fee**
- 03 | Review of the project by GBCI**
- 04 | Certification by GBCI**

Integrating Parksmart measures into the project will require a team approach that is led by the Parksmart Project Administrator (PA), who guides the Owner and the project team through the Parksmart strategies to determine which elements are integrated into the project by reviewing the Owner's Checklist, developing the Parksmart Planning Worksheet, and managing the Parksmart Scorecard.

The PA oversees the Parksmart certification process via the Parksmart Certification Tracker and manages project design and construction team members, as well as the owner, who are responsible for certain tasks or measures including collecting information, performing calculations and analysis, and preparing the documentation to demonstrate the achievement of the Parksmart requirements. The PA plays a key quality role by checking that the Parksmart documentation is complete and accurate in the Arc platform, before submitting it to GBCI for review, and accepting the review results once certification is achieved.

After the documentation is submitted, GBCI evaluates the documentation for completeness and compliance with the Parksmart rating system and responds with a review, indicating which measures are achieved and which, if any, are pending and require further information. The project team then has an opportunity to resubmit information for a final review. Once the project has reached a certification achievement threshold, the PA can accept the Parksmart certification award.

Projects have five years from registration to achieve certification. New parking structures must earn a minimum of 20 points in each of the three main certification categories: Management, Programs, and Technology and Structure Design, and are eligible to achieve Bronze (110-134 points), Silver (135-159 points) or Gold (160+ points) certification.

CAPABILITIES & EXPERIENCE

Miron served as the general contractor on the only parking structure in Wisconsin that is pursuing Parksmart certification, providing documentation to BWBR, who served as the Project Administrator. Miron's director of sustainable services, Theresa Lehman, has the ability to serve as the Project Administrator on this project if needed, as she has served in this role on nearly half of the 74 LEED projects in Miron's \$1.25 billion green project portfolio. If the City of De Pere would choose to have Miron serve as the Project Administrator, we can provide a professional service fee accordingly.

3 | PROJECT UNDERSTANDING & APPROACH

a) Demonstrate understanding of the project opportunities and challenges. b) Identify the potential project challenges and how you would recommend addressing each.

| UNDERSTANDING OF PROJECT OPPORTUNITIES & CHALLENGES

With Miron Construction’s experience in parking structures and garages, we have seen our share of opportunities and challenges. With most of the structures going in congested areas with impacts to surrounding stakeholders, these projects require detailed pre-planning and communication. Being involved with the design process to review constructability, budget, and schedule throughout preconstruction will allow us to control any potential challenges by identifying them earlier enough to have a positive reaction.

Below we have identified areas for consideration that will drive project success. We welcome the opportunity to engage with your group in more detail about these strategies and their ability to improve project schedule and increase efficiency.

FOCUS AREA	STRATEGY
01 Develop/maintain strict adherence to project schedule	Develop the overall schedule to hit key milestone dates and adhere to the completion date of July 2026. Our job is to provide a very detailed schedule throughout preconstruction that can be assessed from multiple viewpoints on what is the best path forward. It is imperative that Miron attend any/all design review meetings to assess how specific decisions will affect the overall construction schedule. The proposed team is positioned to be involved in these meetings and can provide potential schedule impacts on specific decisions/outcomes discussed. Miron will also look at specific opportunities for “enabling work” to get a jump on areas that make sense. We will establish a plan with the project team to make sure the risk/ reward makes sense.
02 Overall site logistics and material logistics plan	Develop an ongoing 4D site logistics plan. This plan will be critical to get “buy-in” from City of De Pere and the adjacent stake holders for all phases of the work. It will be imperative to establish a well-considered plan, as the project moves from start to finish, that City of De Pere and all contractors can rely on. Mapping out a thoughtful plan that considers contractor parking, construction traffic patterns, equipment laydown, construction trailer areas, etc., are all things the Miron team will be focused on immediately, if awarded.
03 Material procurement	To meet schedule and be efficient in providing the required equipment and materials for the project, we will be advising on early procurement of some items. Precast concrete fabrication, electrical equipment, and elevators are some of the items we track that can have longer than normal lead times. Given this, we will detail this out in our schedule and be reviewing with the team on a constant basis to avoid any delays.

FOCUS AREA	STRATEGY
04 Parksmart and sustainability requirements	Utilize a Parksmart scorecard to demonstrate how sustainable building, parking and transportation practices can be incorporated into the structure's design, management and operation and provide a summary of the pros and cons of each, anticipated maintenance implications, and initial costs and potential savings, including an analysis of potential rooftop solar canopies. Investigate potential incentive opportunities for rooftop solar and EV charging stations.
05 Impact to Adjacent Properties & Projects	Through review of Walker Consultants Park Study, it is understood that this project is a piece of a larger master plan. Coordination between adjacent contractors, residential properties, and City of De Pere will be essential to a successful project. With limited lay down space, we will need to have strategic planning for material delivery, traffic flow, and snow removal.

c) Provide your firm/team's approach to achieving the project's scope of work.

| APPROACH TO PROJECT MANAGEMENT SERVICES

1. Provide a detailed outline of the firm/team's approach toward the delivery of services to complete the Project in accordance with the City's goals and timeline. The Project Management Approach will describe the process for making recommendations to the City and define procedures that will be employed to address the following:

COMMUNICATE WITH AND REPORT TO THE CITY AND SELECTED DESIGNER

Our team is dedicated to clear communication in order to bring all stakeholders toward a common goal. We actively encourage establishing communication channels and defining roles for the project team as early as possible.

| COMMUNICATION TOOLS

PROJECT MANAGEMENT SYSTEM

Miron utilizes Procore, an integrated project management software that tracks project-related information from the team and the project site to ensure that the project remains on time and on budget. Everyone involved in the project can access up-to-date information, including a current set of drawings, submittals, RFIs, contracts, schedules, and punch list items.

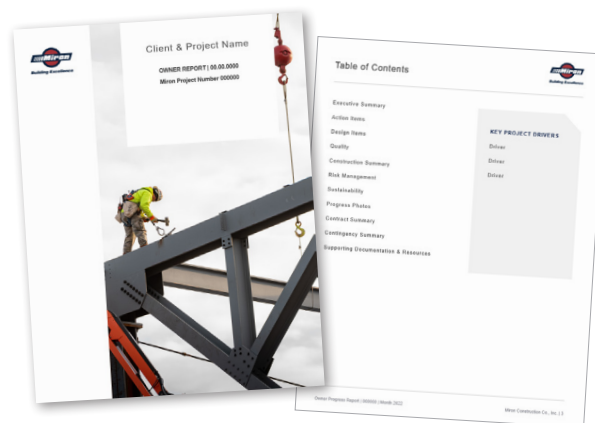
WEEKLY PROGRESS MEETINGS

Our weekly job site meetings require our project manager and superintendent, a design team representative, an owner representative, and the foremen for key sub trades to be in attendance. Miron works in conjunction with the other members of the project team in preparing meeting agendas. Minutes taken at these meetings provide a comprehensive report of the project's

progress as well as documentation of the construction schedule, commitments, designs, and directives discussed during the meeting.

MONTHLY REPORTS

A progress report identifying schedule updates, budgeting, and cost control will be provided on a monthly basis to keep you aware of the project's status. Our project manager typically attends a monthly committee meeting to present this information as well.



PROJECT SCOPE AND COST CONTROL

BUDGET AND SCOPE TRACKING

To assist with budget and scope management, Miron has developed a scope tracking tool that we use throughout design to document the cost history of a project. We start with the initial budget and list every scope change, its status (pending, accepted, or rejected), and its impact to the budget. This real-time tracking tool allows the team to quickly realize how changes affect a project's cost and ensures the project scope is linked to the budget.

BID SCOPES AND CATEGORIES

Our team works in coordination with the architects to complete a set of front-end documents that includes all required information to ensure that the bidding contractors are providing complete and accurate bid quotations for the project. We create a bid form along with specific scopes of work that identify specific inclusions and exclusions as it pertains to the specific trade of work being bid. Contractors are allowed to provide bids on multiple packages. However, each bid category must be submitted on a separate bid form for clarity. These bid scope documents are then integrated directly into subcontracts to ensure complete and full scopes of work, and verification that there is no confusion as to what is required by the successful bidder.

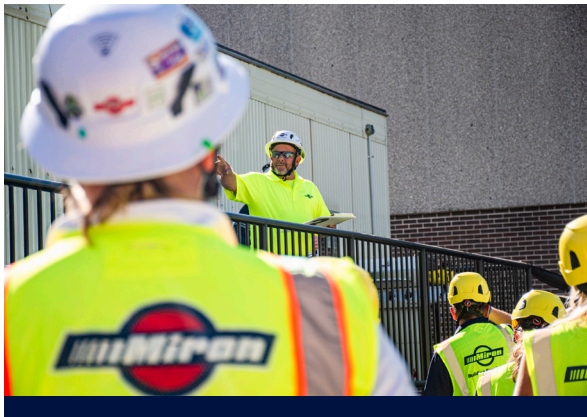
Miron may choose to bid certain scopes of work such as concrete, masonry, and general trades. As part of the "Instruction to Bidders", these scopes of work will be underlined in the front end documents stating that Miron intends on bidding these select scopes of work. Subcontractors bidding these same categories will be instructed to send their bids DIRECTLY to the Owner on bid day, not to Miron. Miron will also send our bid forms for the selected scopes of work directly to the Owner to maintain bidder trust and integrity.

PROJECT SCHEDULE - CRITICAL PATH

The project schedule is an important communication tool used to ensure the project stays on track – our "road map" for project success. Miron uses the Critical Path Method (CPM) scheduling technique, which is commonly used in the construction industry. The CPM schedule identifies all project-related activities, including design, permitting, procurement, construction, and project close-out, detailing how long each activity will take and how it relates to other tasks. From the CPM schedule, we can produce graphical representations of the project timeline and calculate the time required to complete the project. We can also determine the critical activities that require attention in order to achieve the milestone dates.

To develop the project schedule, our team works closely with the owner and design team to determine project needs and desired milestone dates. With this information, our team creates a conceptual schedule that we continue to refine as more details become available.

Our project manager and superintendent further develop the schedule by identifying construction tasks by their respective divisions of work. Once bidding is complete, we gather input from the selected subcontractors and suppliers to create a detailed work schedule within the divisions.



The project schedule is further broken down into a three-week look-ahead that is controlled by our project superintendent and reviewed daily with all on-site personnel. This look-ahead offers a detailed view of the construction activities happening on site and helps crews understand the scope of work taking place each day.

During construction, our project manager maintains the project schedule on a weekly basis to accurately report the day-to-day field operations. Schedule updates are shared in weekly progress meetings as well as in our owner project reports.

COORDINATION OF SITE AND REGULATORY APPROVALS/INSPECTIONS

Miron's coordination of site and appropriate inspections/approvals begin in the preconstruction phase. Site logistics tie heavily with Miron's culture of SQP (Safety, Quality and Production). This includes ensuring traffic flows, site security, public walk paths, and overall equipment and material laydown spaces are thought out with detail. Utilizing our in-house virtual construction team, we will create these plans in a way that can be shared with all necessary stakeholders. The clarity, frequency, and methods of communication regarding these logistics are essential to a safe and successful project.



Along with site conditions, our full-time on-site superintendent will be in constant contact with local and state officials for all required inspections and approvals throughout the construction process. From early on with storm water management, to the final occupancy inspections, Miron's team will coordinate and ensure all regulations are adhered to and approved. Our biggest asset to accomplish this is the relationships we have built throughout the years with the local authorities and inspectors, which result in proactive communication, transparency and awareness so all stakeholders are conscious of our schedule, milestones, and required inspections along the way.

QUALITY CONTROL

Miron utilizes a custom **project quality management system** adapted from the Building News Construction Inspection Manual. This comprehensive guideline and checklist is an outstanding tool used by our field and management personnel. The checklist compiles a list of items pertaining to the various divisions and specification sections. Because all projects have unique aspects, we customize each list to coincide with specific projects.

(A) QUALITY CONTROL ORGANIZATION

Our quality program begins at the top with our principals, and from there, the project manager has the ultimate control of the quality of the project. He/she is responsible for adhering to the quality program and is also responsible for the quality of our subcontractors.

(B) QUALITY CONTROL MANAGER DUTIES

- | Adapting the program to fit the project.
- | Assembling the project team and explaining the duties of each member.
- | Assembling subcontractor management and explaining their roles.
- | Maintaining active quality reports throughout the project.
- | Conducting punch list items.
- | Carrying out punch list and quality inspection until owner occupancy.

(C) SUBMITTAL PROCEDURES

Submittals are processed through the project coordinator. All submittals are documented in our network system and passed on to the proper personnel. The coordinator will also keep a log of submittal entries for tracking purposes.

(D) SCHEDULING, TRACKING, AND QUALITY CONTROL TESTING PROCEDURES

The project quality control manager will schedule, track, and conduct any of the required control testing.

(E) PREPARATORY, INITIAL, AND FOLLOW-UP INSPECTIONS

The project quality control manager will perform all inspections and report the results to the project manager and field superintendent.

(F) RESOLUTION OF CONSTRUCTION DEFICIENCIES

In tracking and resolving construction deficiencies, the quality control manager will report such deficiencies to the project manager and field superintendent, who will then refer the deficiency to the proper personnel for resolution, including any subcontractor involved in the deficiency.

SITE SAFETY

WE ARE COMMITTED TO PROVIDING A SAFE AND HAZARD-FREE WORK ENVIRONMENT FOR OUR CLIENTS, EMPLOYEES, SUBCONTRACTORS, HOST FACILITIES, AND THE GENERAL PUBLIC.

Miron takes a multi-discipline approach to risk management that integrates **safety, quality, and production (SQP)** into the building process. This approach guides our daily decisions and work.

Our SQP approach allows us to establish specific project needs and drivers through pre-planning. With this process, we:

- Proactively identify and plan for potential **safety** risks.
- Ensure that we capture and communicate **quality** expectations to stakeholders and team members.
- Integrate **production** planning to ensure the most efficient strategies that optimize the safety and quality of the project.

Critical to this approach is a highly skilled and safely trained workforce. Equipped with the most comprehensive safety training in the industry, our employees and subcontractors possess the knowledge and tools to identify and eliminate unsafe acts and conditions. Miron provides on-site safety, quality, and production management and ensures project-wide accountability in all three categories.

Employees are empowered to make a difference in the safety practices of themselves and others, leveraging Speak Up, Listen Up, Recognize It (SULURI) to not only bring forward issues, but to listen respectfully to one another. This philosophy has allowed us to establish long-lasting relationships with both subcontractors and clients who understand our commitment to safety. We actively use this tool to protect people, property, and our clients' market interests through trust and reliability.

SPEAK UP, LISTEN UP, RECOGNIZE IT

Miron utilizes SULURI as a way to enhance our SQP business philosophy and provide employees the tools to communicate effectively and reinforce safety, both on our project sites and within our offices. With this three-step process, we are able to provide **clear, direct communication** with our teams, leaders, and customers; practice **respectful listening**; and **express gratitude** for being safe, productive, and producing quality work.



PHILOSOPHY OF DISPUTE RESOLUTION

Miron takes a proactive approach by utilizing our many tools and resources to identify potential conflicts before they require resolution. Some examples of the tools and resources utilized are:

- | Design coordination meetings
- | Subcontractor coordination meetings
- | Quality assurance review of design documents
- | RFI logs
- | Submittal logs
- | Weekly coordination meetings
- | Daily foreman's meetings
- | Communication between all team members
- | Professional and experienced staff

We pride ourselves on our ability to promote teamwork with owners, the design team, subcontractors, and suppliers. When a problem arises, we address it immediately and find a solution. The most critical element in conflict resolution is communication. As long as there is clear communication between the owner, architect, and Miron, the project will be successful.

Miron conducts weekly job site meetings, which we have found to be beneficial and productive, as we require our project manager, on-site superintendent, a design team representative, an owner representative, and the foremen for key sub trades to be in attendance. These meetings allow for open discussions, ensuring that everyone involved in the project is on the same page.



d) Coordinate with the designer to identify the permits that will be required to be submitted and how you would propose to proceed to ensure that permits are obtained quickly.

| IDENTIFY & OBTAINING PERMITS

Miron prides itself on the relationships we have with our architectural partners throughout the industry. Due to these relationship, we have developed a clear communication line for all required permits and submissions. Early in the preconstruction process, our team will create a milestone schedule for the design and approval process that will be reviewed on a weekly basis with the team. Being able to hold all team members accountable for this schedule ensures we hit milestone submittals in both the state and local jurisdictions. Our experience gives us the ability to anticipate which permits will need longer approval processes, and which can be done quickly. Identifying these early while holding all participants accountable, ensures we don't delay and construction starts when scheduled.

e) Provide any value-added services your firm/team can provide above that are identified within the request.

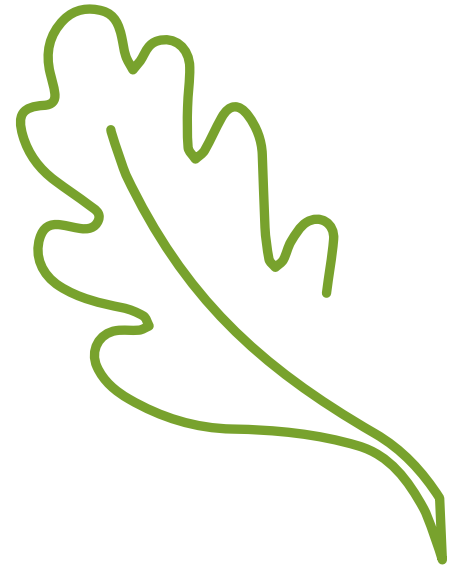
| MIRON VALUE-ADDED SERVICES

SUSTAINABILITY

Sustainability plays an integral role in our organization. Miron's sustainable services are led by Theresa Lehman, LEED Fellow, LEED AP BD+C, ID+C, WELL AP, Fitwel Ambassador, and LEED and WELL Faculty. She, along with our team, is ready to help establish or support your sustainable goals. Services offered by Miron include:

SERVICES OFFERED BY MIRON INCLUDES:

- Assessment of sustainability grants and incentives.
- Evaluation of energy programs available through local utilities.
- Financing mechanisms for sustainability projects.
- Identification of alternative, renewable, and emerging technologies.
- Sustainable material assessments for local resources and products.
- Creating and implementing a customized Construction Waste Management (CWM) Plan.
- Project administration of building certifications (LEED, WELL, Fitwel, etc.).
- Sustainability engagement and messaging for key stakeholders and communities.



OUR **BUILDING GREEN** MISSION IS TO LEAD BY EXAMPLE TO DEMONSTRATE THE BENEFITS OF THE TRIPLE BOTTOM LINE: **PEOPLE, PLANET AND PAYBACK** THROUGH EDUCATION, CORPORATE CULTURE, AND PRACTICAL CONSTRUCTION SOLUTIONS.



THERESA LEHMAN

DIRECTOR, SUSTAINABLE SERVICES

LEED FELLOW, LEED AP BD+C, ID+C, WELL AP, FITWEL AMBASSADOR

Theresa has worked on over 90 projects valued at over \$1 billion across many market segments that have been successfully awarded LEED, Fitwel, Parksmart, Fitwel Viral Response Module and WELL Health + Safety certifications. While third-party certification may not be a goal for your project, Theresa can provide unrivaled expertise in sustainable design and construction practices and assist the project team in identifying applicable incentive programs.

SELF-PERFORMANCE CAPABILITIES

Miron has the ability to self-perform selected construction activities, including concrete, carpentry, masonry, precast and steel erection, demolition, and heavy rigging. This experience gives us unique insight into material and labor costs and constructability. Because we competitively bid our self-perform work, we leverage our real-time productivity rates and material costs to assure our pricing is competitive in today’s construction market.

Miron routinely employs more than 1,500 skilled craftspeople. This allows us the flexibility to assure our projects are properly staffed to handle the self-performed work.

SELF-PERFORMANCE **ADVANTAGES:**

COST SAVINGS

CONTROL OVER THE SCHEDULE

QUALITY ASSURANCE

INCREASED SAFETY

EFFICIENT UTILIZATION OF CREWS AND EQUIPMENT



f. Identify any issue the City might have omitted in its understanding of this project, which may include the site’s architectural, MEP, and civil engineering concerning separate engineering related to a precast system.

| OMISSION OF ISSUES IN PROJECT UNDERSTANDING

Miron does not see any issues that the City of De Pere omitted in its understanding of this project.

4 | PROJECT TIMELINE

a) Overview of the professional team's resources available to complete the services requested in the schedule outlined in the scope of services. The Proposer should illustrate to the City how they propose to approach the project and assemble the resources to meet each major element of the project).

| AVAILABLE TEAM RESOURCES

Miron has a large team behind the scenes ready to jump in on planning, preconstruction, and constructability reviews for the new De Pere Public Parking garage. From the time of award and kick-off, our resources are available to begin laying out a detailed schedule and setting important preconstruction milestones. To meet these goals, the team will be led by our customer executive, Kurt Wolfgram. As the leader of the preconstruction process, he also serves as the connector between preconstruction and the on-site construction team when its time to put a shovel in the ground.

Our approach to the project will begin with understanding the City of De Pere's needs with this ramp. This includes learning adjacent property impact, going through maintenance and service concerns/issues, and ensuring the project meets high quality standards while also being conscious of budget. Our road map to this will be in a detailed preconstruction milestone schedule (example schedule provided on the next page), which will be created early on with input from both the City of De Pere and your architectural partner.

b) Provide a proposed critical path Project Schedule that illustrates the total project time to complete the project. For these purposes, assume the schedule to begin using the information provided in the kickoff identified above, Anticipated Project Timeline, or c) The firm/team determines that the project cannot be completed in the timeline proposed in Section D, Anticipated Project Timeline. Provide a proposed Project Schedule with a detailed explanation of the total time needed to complete this project.

| PROPOSED PROJECT SCHEDULE

At this time, there are a lot of details and discussions required with the team to determine a detailed critical path schedule for the new City of De Pere Public Parking Garage. While we have a lot to review and decisions to make, Miron is confident that the new project can be completed in the timeline listed in the RFP, based on our project experience and history of constructing ramps similar to this one. At this point, Miron is very optimistic that the project can be completed in a 9 to 10-month timeframe. Key decisions that will drive this schedule will be understanding the direction on Parksmart certification, understanding how we handle accessibility for the parking garage (elevators and stairwells), and getting ahead of any long lead time items identified early in the preconstruction process. Our current assumption is that this ramp will be constructed of precast concrete members. From both a budget and schedule perspective, this will be the most efficient way to construct the concept shown in the study provided. Additional key factors required for consideration in the schedule include:

- | SOIL CONDITIONS AND FOUNDATION SYSTEM:** Given this is a site that had previous structures and activity, it will be important to understand our foundation system. Geotechnical reports can determine if any deep foundations systems are needed.
- | ADJACENT PROJECT MILESTONES:** Miron understands that construction will be happening adjacent to this property, and it will be important to coordinate activities for all projects. It's vital that material delivery, crane swinging path, and traffic patterns are reviewed and timed out to ensure safety for everyone on and around the project site.
- | MATERIAL PROCUREMENT:** Given this parking garage is multi-story, the team will need to ensure any conveying systems are decided in a timely matter to allow for material delivery. While we feel we can get all materials required within the dates listed inside the RFP, we will need to give extra attention to some that require longer delivery windows.

Preconstruction Milestone Schedule Multiple Bid Packages

De Pere Parking Garage

12/13/2024	Bid Package #1				
	Responsible	Task Duration	Milestone Date	Overall Phase Duration	Actual Date
PROJECT ALIGNMENT MEETING			1/22/2025		
PROGRAMMING AND CONCEPTUAL DESIGN COMPLETE					
SCHEMATIC DESIGN (30%)				69	
Develop Schematic Design Set	A/E	48			
Schematic Design Deliverable Complete/Due	A/E		3/11/2025		
Review Schematic Design Drawings and Basis of Design	Miron	7			
SCHEMATIC DESIGN MEETING #1(Miron Internal Meeting)	Miron		3/18/2025		
Review Comments Back to A/E	Miron				
Update Budget	Miron	14			
SCHEMATIC DESIGN MEETING #2 (Miron Internal Meeting)	Miron		4/1/2025		
Budget Review with Owner and Design Team	Miron				
DESIGN DEVELOPMENT (60%)				55	
Develop Design Development Set	A/E	34			
Design Development Deliverable Complete/Due	A/E		5/5/2025		
Review of Design Development Set	Miron	7			
DESIGN DEVELOPMENT MEETING #1 (Miron Internal Meeting)	Miron		5/12/2025		
Review Comments Back to A/E	Miron				
Update Budget	Miron	14			
DESIGN DEVELOPMENT MEETING #2 (Miron Internal Meeting)	Miron		5/26/2025		
Budget Review with Owner and Design Team	Miron				
CONSTRUCTION DOCUMENTS (90%)				46	
Develop 90% Construction Document Set	A/E	15			
Construction Documents 90% Complete/Due	A/E		6/10/2025		
Review of 90% CD Set	Miron	7			
90% CD MEETING #1 (Miron Internal Meeting)	Miron		6/17/2025		
Review Comments Back to A/E	Miron				
Update Budget	Miron	7			
90% CD MEETING #2 (Miron Internal Meeting)	Miron		6/24/2025		
Budget Review with Owner and Design Team	Miron				
Develop 100% Construction Document Set	A/E	7			
Construction Documents 100% Complete/Page Turn with Owner	A/E		7/1/2025		
100% Construction Documents Review	Miron	5			
Review Comments Back to A/E	Miron		7/6/2025		
Final Coordination and QC	A/E	5			
Final Bid Docs Due	A/E		7/11/2025		
BIDDING				46	
PRE-RELEASE MEETING (Miron Internal Meeting)	Miron				
Final Bid Docs Review and Adjust	Miron	10			
Bid Documents Posted	Miron		7/21/2025		
Bidding Period	Miron	21			
Addendum Due (minimum one week prior to bid due date)	A/E		8/4/2025		
Bids Due	Miron		8/11/2025		
Bidder Validation	Miron	10			
Review Bid Results with Owner	Miron	5	8/25/2025		
SEQUENCE and DURATION MEETING (Miron Internal Meeting)	Miron		8/18/2025		
Site Mobilization	Miron		9/1/2025		
Award Contracts to Subcontractors and Mobilize for Construction	Miron		9/1/2025		
START CONSTRUCTION			9/1/2025		
OVERALL CONSTRUCTION DURATION		290			
SUBSTANTIAL COMPLETION			6/18/2026		

5 | BUDGET

Submit a cost proposal that documents the hours and personnel for each task. These tasks shall include, at a minimum, the scope detail above. Include cost and staff hour tables, rates, and markups to calculate the summarized costs. Include a master spreadsheet that includes the total level of effort (staff hours) for each task. The spreadsheet shall list job classification (not individual), projected hours, pay rates, overhead factors, direct costs, and profit in separate columns. Subconsultants/ subcontractors who make up your team must also be included in the master spreadsheet.

De Pere Parking Garage

Cost Proposal

12/13/2024



CMaR Fee and Cost of Work Listing		FEE	FEE	Cost of Work			
Description	Precon. Fee \$0 (No Charge)	CM Fee 2.50%		Construction Cost of Work (Div. 1 -33)	General Conditions (\$29,700 / Month)	General Req.	Reimbursable
Principle in Charge	x	x					
Principal-In-Charge Vehicle / Fuel	x	x					
Project Executive / Customer Executive	x	x					
PE / CE Vehicle / Fuel	x	x					
Project Manager / Vehicle / Fuel	x				\$8,400		
Project Superintendent / Vehicle / Fuel	x				\$17,600		
Project Accountant					\$1,200		
Document Controls Administrator					\$900		
On-Site Project Office / Heat					\$1,400		
Project Office / Phone / Fax / Supplies / Postage					\$200		
Estimating	x	x					
Scheduling / Phasing	x	x					
Safety / Risk Manager	x	x					
General Superintendent	x	x					
Sustainability Services	x	x					
Value Engineering	x	x					
Constructability Reviews	x	x					
BIM / Virtual Construction Services		x					
Home Office Accounting / Secretarial		x					
Purchasing		x					
Legal		x					
Punch List		x					
Project Closeout / Owner Training		x					
Project photos		x					
Monthly Owner's report		x					
Construction Cost of Work (Division 1 - 33)				X			
Final Clean-up						x	
Equipment and Material Transportation							
Snow Removal						x	
Project Cleanup / Dumpsters						x	
Construction Aids (scaffolding, staging, ladders)				x			
General Liability Insurance				x			
Builder's Risk Insurance				x			
Performance and Payment Bond (if requested)				x			
Testing lab services				x			
Inspection Services				x			
Temporary Power						x	
Temporary Heat						x	
Temporary Water						x	
Temporary Toilets						x	
Project Storage Trailers				x			
Cranes and Hoists				x			
Signage						x	
Job Site Security						x	
Traffic Control						x	
Temporary Access Roads / Drives				x			
Equipment and Tools				x			
Blueprints / copies							x
Mailing / UPS							x
Building Permit							x

*NOTE: Parksmart Certification or administration fees are not included in our fee or costs.

| GENERAL CONDITIONS - CITY OF DE PERE PUBLIC PARKING GARAGE

DESCRIPTION	START	COMPLETION	STATUS	MONTHLY RATE	TOTAL (based on 10 mo. schedule)
Project Executive	January 2025	July 2026	Offsite	\$0	Included
Customer Executive	January 2025	September 2025	Offsite	\$0	Included
Project Manager	September 2025	July 2026	Onsite	\$8400	\$84,000
Project Superintendent	September 2025	July 2026	Onsite	\$17,600	\$176,000
Project Accountant	September 2025	July 2026	Onsite	\$1,200	\$12,000
Document Controls Admin.	September 2025	July 2026	Offsite	\$900	\$9,000
Travel					Not Needed
Sustainable Services / Parksmart Coordination	January 2025	July 2026	Offsite	Not Included	Anticipated 80 hrs Required
BIM Coordination	January 2025	July 2026		\$0	Included
Misc. Supplies	September 2025	July 2026		\$200	\$2,000
Trailer and Supplies	September 2025	July 2026		\$1,400	\$14,000
Subtotal Cost					\$ 297,000

Within our fee includes:

- | Principal-In-Charge
- | Risk Manager
- | Director, Sustainable Services (if needed)
- | Virtual Construction Lead

6 | REFERENCES

Attach a list of not less than three (3) projects on which your firm or team has provided Construction Management Services during the last five years, emphasizing the types of projects similar in nature and scope to the City's project. In addition, identify all projects in which your firm was engaged as the Construction Manager and specify whether such projects have been for a public or private entity.

CITY OF MADISON SOUTH LIVINGSTON STREET GARAGE*

JONATHAN EVANS | jevans@cityofmadison.com

Engineer 4 | CITY OF MADISON

**Only parking ramp in Wisconsin seeking Parksmart Certification*

| Project information provided in previous section.



RESCH EXPO CENTER

MARY KARDOSKEE | mkardoskee@ashwaubenon.com

Village President | VILLAGE OF ASHWAUBENON

| Project information provided in previous section.



MENASHA DOWNTOWN DEVELOPMENT BROAD STREET PARKING STRUCTURE

JOHN HOGERTY | jhogerty@bergstromauto.com

Executive Vice President & General Counsel | BERGSTROM CORPORATION

| Owner: Menasha Downtown Development, LLC.

| Size: 100,000 SF

| Completion: May 2016

| Description: This parking structure is adjacent to the new eight-story, 118,200 SF office tower, One Menasha Center. The structure provides three levels of much-needed spaces to accommodate 300 vehicles in the downtown area.



THE PALLADIUM OFFICE BUILDING & PARKING STRUCTURE

NANCY CONNOLLY | nconnolly@hammesco.com

President | HAMMES COMPANY

| Owner: Hammes Company

| Size: 93,390 SF

| Completion: December 2018

| Description: This new five-story office building, with its adjacent 337-vehicle parking structure, serves as the new corporate headquarters of the Hammes Company.





ADDITIONAL CONSTRUCTION MANAGEMENT MUNICIPAL EXPERIENCE

Miron Construction Co., Inc.

Project Name	Owner	City	State	Project	Completion
Ho-Chunk Beloit Casino, Hotel, and Conference Center	Ho-Chunk Nation	Beloit	WI	\$515,000,000	1/14/2026
Bremer County Courthouse Addition and Renovation	Bremer County	Waverly	IA	\$6,000,000	10/17/2025
Marathon County New Regional Forensic Science Center	Marathon County	Wausau	WI	\$15,000,000	6/20/2025
North Central Health Care Campus Remodel of Building A & B	Marathon County	Wausau	WI	\$13,000,000	3/1/2025
Elisha D. Smith Public Library Renovations	City of Menasha	Menasha	WI	\$8,000,000	12/31/2024
Hannahville Indian Community Health Clinic & Government Services Building	Hannahville Indian Community	Wilson	MI	\$29,000,000	8/30/2024
Bad River Band of Lake Superior Tribe of Chippewa Indians Health and Wellness Center Expansion/Renovation	Bad River Band of the Lake Superior Chippewa	Ashland	WI	\$31,700,000	8/30/2024
Hiawatha Fire Station No. 2	City of Hiawatha	Hiawatha	IA	\$6,500,000	8/1/2024
Shawano Municipal Utilities New Headquarters	Shawano Municipal Utilities	Shawano	WI	\$10,100,000	7/9/2024
City of Waupaca Department of Public Works Facility	City of Waupaca	Waupaca	WI	\$8,600,000	3/15/2024
Neenah Police Training Center	City of Neenah	Neenah	WI	\$5,200,000	2/21/2024
North Central Health Care Campus Addition and Remodel	Marathon County	Wausau	WI	\$12,800,000	10/31/2023
Sawyer County Courthouse Addition and Renovation	Sawyer County	Hayward	WI	\$8,800,000	8/15/2023
Experience Greater Green Bay Visitor Center	Experience Green Bay Foundation	Green Bay	WI	\$8,000,000	8/1/2023
Meskwaki Recreation Center	Meskwaki Nation	Tama	IA	\$29,600,000	4/5/2023
Marshfield Utilities Facility Building	Marshfield Utilities	Marshfield	WI	\$14,700,000	12/1/2022
Pepin County Highway Facility	Pepin County	Arkansas	WI	\$8,400,000	8/2/2021
Greenville Fire & Safety Building	Town of Greenville	Greenville	WI	\$6,200,000	11/1/2020
City of Wausau Fire Station No. 2	City of Wausau	Wausau	WI	\$5,400,000	4/3/2020
Waupaca County Highway Department Facility	Waupaca County	Waupaca	WI	\$21,000,000	10/13/2019
Curative Connections Facility Renovation	Curative Connections	Green Bay	WI	\$6,100,000	7/1/2019

7 | FINANCIAL STATEMENT

In lieu of a financial statement, provide a notarized representation that certifies that your organization and its underlying businesses have a sound financial standing and will provide all pertinent information regarding your financial status to the City, in confidence, if requested.



Nicoletbank.com

May 23, 2024

RE: Miron Construction Co., Inc.
PO Box 509
Neenah, WI 54957

To Whom It May Concern:

This memo is to inform you that Miron Construction Co., Inc. currently banks with Nicolet National Bank in Green Bay, Wisconsin, and has since January, 2005. The Company maintains a low-eight figure line of credit, with full availability, to be used for working capital borrowing needs. The Company also maintains depository accounts at Nicolet, with medium eight-figure average balances. All obligations have been handled satisfactorily and professionally.

Miron Construction is one of our finest customers and should you have any questions or require additional information please feel free to contact me directly at (920) 430-7339.

Sincerely,

A handwritten signature in black ink, appearing to read "ESM", is written over a horizontal line.

Eric M. Siudzinski
Senior Vice President

EMS/ajm

111 N Washington Street P O Box 23900 Green Bay WI 54305-3900 P 920-430-1400 F 920-430-7581



8 | INSURANCE AND LEGAL RESPONSIBILITIES

List the names and addresses of the insurance companies that have written commercial liability insurance policies for your organization and the projects listed in the experience section of this RFP during the past three (3) years.

| INSURANCE COMPANIES

Miron's current bonding capacity is \$400 million per project with a potential overall capacity of \$1.5 billion.

SURETY/BONDING COMPANY (CARRIER)

Zurich American Insurance Company
Harry Cusack, Underwriter | Large Contract Surety - Central
4 World Trade Center, 53rd Floor
150 Greenwich Street
New York, New York 10007
978.380.8767
harry.cusack@zurichna.com

SURETY/BONDING BROKER (REPRESENTATIVE)

Aon Risk Services, Inc. of WI
Brian Krause, Director of Surety
10700 Research Drive
Milwaukee, WI 53226
414.225.5393
brian.krause@aon.com

Joint ventures should list the insurers for the company or person expected to be the major owner of the joint venture. Has any insurance company paid on behalf of the persons or organizations covered? If so, indicate names and addresses of insurance companies, particulars of payment, and date(s).

| MATERIAL CLAIMS

There have been no material claims related to projects.

Is your firm now, or has it been, within the past five (5) years, involved in any legal action related to any projects? If yes, please explain in detail and identify any judgments entered in such action.

| LITIGATION

Miron Construction Co., Inc., prides itself on the relationships we build with our clients. We are proud of our ability to resolve the infrequent issues that arise in an alternative manner without engaging in legal action. Miron has not been involved in any arbitration or litigation in the last five years.

Also, provide all details of any declaration of default, non-conformance notices, or termination for cause against your firm with respect to such services.

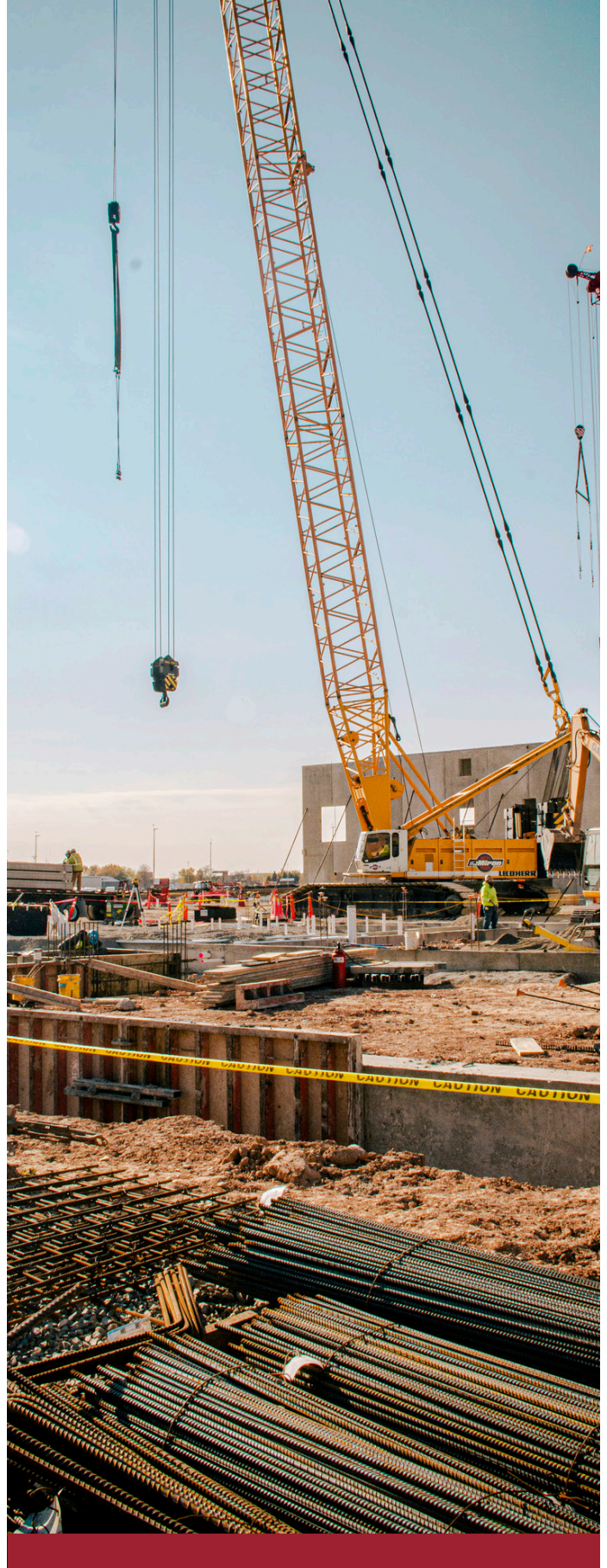
| DECLARATION OF DEFAULT, NON-CONFORMANCE OR TERMINATION

Miron has no declaration of default, non-conformance notices, or termination for cause against our firm.

In addition, state whether during the past five years your firm or sub-consulting firms have been suspended from either bidding or entering into any government contract.

| SUSPENSION FROM GOVERNMENT CONTRACTS

Miron has had no suspension from either bidding or entering into any government contracts.





9 | CONFLICT OF INTEREST

Disclose any potential conflict of interest including, but not limited to, familial relationships between members of the consulting team and elected officials or employees and/or employees of the City of De Pere.

Miron is not aware of any potential conflicts of interest with the City of De Pere.



STAY GROUNDED | THINK BIG | RALLY TOGETHER | DIG DEEP | BUILD LEGACIES



Building Excellence

PROPOSAL

FOR CONSTRUCTION MANAGEMENT SERVICES



PUBLIC PARKING GARAGE ■



Findorff

DECEMBER 13, 2024 ■

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CLIENT CONTACT

Mike Stern
Director of Project Management

1600 N 6th Street
Milwaukee, WI 53212

Office: 414.418.2580
mstern@findorff.com





December 13, 2024

City of De Pere, WI
335 S. Broadway
De Pere, WI 54115

To whom it may concern,

Thank you for the opportunity to submit our proposal for the City of De Pere Public Parking Garage. We are thrilled to be considered as a Construction Management partner with you, and we hope the following materials demonstrate the value we will add to your team.

We understand the level of commitment, attention to detail and focus on quality that this project mandates. In the following pages, we will share examples of projects that are similar in scope and complexity to yours. We want to clearly identify our experience and expertise while highlighting our positive track record:

The Right Experience: As you will see in the pages that follow, Findorff has extensive experience completing parking garages in highly trafficked, downtown settings. Findorff has recently completed numerous projects similar in size and scope to what the City of De Pere has planned. We know this construction type very well, and our skilled experience will allow us to hit the ground running while balancing the goals of all stakeholders involved.

The Right Team: In an industry driven by client relations and integrity, Findorff's expertise in parking makes us a valuable and trusted partner. Our extensive background leading preconstruction, construction, and post construction services has proudly earned us a strong reputation among clients and project partners alike. We have proposed a highly skilled and sought-after team who will be fully dedicated to this project from beginning to end.

The Right Relationships: Findorff is committed to selecting and incorporating the best team members for your project. Having called Wisconsin home for over 134 years, we enjoy working relationships with hundreds of subcontractors, suppliers, and other area businesses. Findorff's team understands the importance of community and these relationships will prove essential to the project's efficiency, timelines, and ultimately its bottom line.

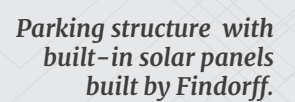
Our team looks forward to the opportunity of being your partner, and we are eager for the chance to present our qualifications in person. If you have any questions at all, please do not hesitate to contact me directly. Thank you again.

Sincerely,



Mike Stern
Director of Project Management
J.H. Findorff & Son Inc.

02

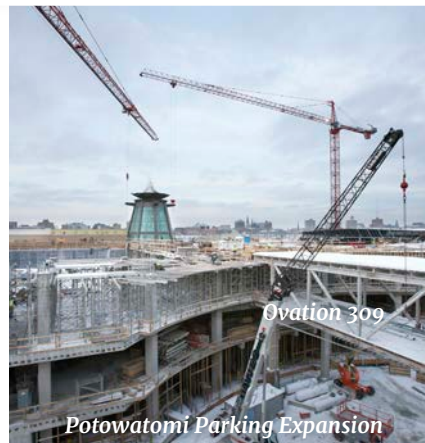
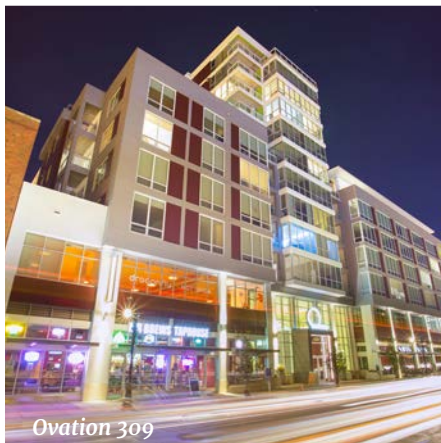
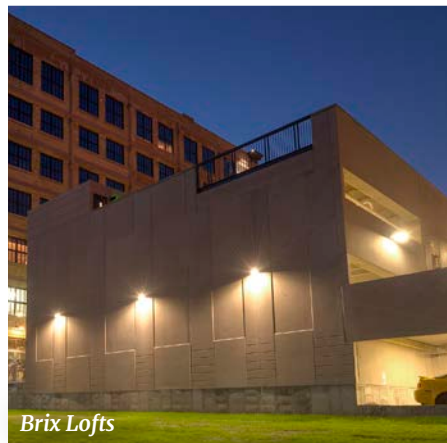




PROJECT EXPERIENCE

A. Demonstrate experience and qualifications of the lead firm on related projects and any sub-firms on the project team. Experience should detail relevant experience in facilitation projects for similar communities.

No matter the size of the project or the delivery method, we understand and can advise on critical technical information, such as post-tension systems, epoxy-coated reinforcing steel and concrete forming (precast and cast-in-place). We work with design partners to provide life-cycle analysis information and sustainable considerations for parking structures. See below and on the following page to find a variety of parking structures Findorff has built.



ADDITIONAL PARKING STRUCTURE EXPERIENCE

PROJECT NAME	New Parking	Cast in Place	Precast	Mixed-use Development	# of Parking Spaces
100 Wisconsin	•	•		•	162
American Family Children's Hospital	•	•		•	300
Anchor Bank	•	•		•	540
Block 89 Office Building	•	•		•	469
Brix Apartment Lofts	•		•	•	149
Capitol Point Condominiums	•	•		•	300
CUNA Mutual		•			500-1,000+
Clement J. Zablocki VA Parking Structure	•		•		400
Dane County Regional Airport	•		•		1,360
Dayton Street Parking Ramp	•	•			530
Edgewater Hotel New Parking Structure	•	•		•	200
Epic Campus 5	•	•		•	2,589
Epic Farm Campus	•	•	•	•	1,075
Epic Prairie Campus	•	•		•	1,400
Epic Zodiac Parking Structure	•	•		•	1,250
Edgewood College	•	•			200
Fluno Center	•	•			291
Fourth Ward Lofts	•		•	•	100
Frances Street Parking Ramp	•	•			1,160
Grand Avenue Mall		•			700+
Hilton Hotel	•	•		•	189
J.H. Findorff & Son Inc.	•	•		•	177
Lot 17	•		•		800
Madison VA Hospital	•		•		819
Mercy Janesville Parking Structure	•	•			145
National Conference of Bar Examiners	•	•		•	98
Nolen Shore Condominiums	•	•		•	110
Potawatomi Parking Structure Addition	•	•			600
Ovation 309	•	•		•	339
The Corners - Brookfield	•	•			N/A
The Hub at Madison	•	•		•	143
The James	•	•		•	143
The Moderne	•	•		•	209
University Club	•		•	•	350
University Square Development	•	•		•	437
UW Health at The American Center	•		•		270
Waukesha Metro Transit Center	•		•	•	459

OUR TEAM

B. Provide a staff organization chart. Identify key individuals involved in this project, their affiliation, and office location. Provide key individuals' resumes

The team we are proposing includes individuals that have extensive planning, preconstruction, and construction management experience in projects of similar size and scope to the City of De Pere Public Parking Structure. Please see organization chart below and resumes to follow.

C. For each staff member identified in the organization chart, summarize relevant experience and qualifications. The brief overview should identify the individual's experience with similar projects and their availability to support this project.

Detailed resumes are provided on the following two pages for team members of key individuals who will be involved in the project on a daily basis. Please see page 10 for a summary of all project leadership's relevant experience and availability.

D. Demonstrate experience in community engagement and presenting reports and information to elected officials.

Community engagement experience is listed on page 12.

E. Please indicate which individuals will attend the proposed interview if an interview is requested

The individuals who will attend the interview are noted with a red outlined circle around their headshot.

F. Should sub-consultant(s) be listed as part of the project team, the Proposer shall provide a letter from each sub-consultant that indicates the subconsultant's intent to be part of the project team

Does not apply.

EXECUTIVE LEADERSHIP



MIKE STERN
Project Executive



MIKE SMARELLI
General Superintendent

PROJECT LEADERSHIP



DEREK GALLENBERGER
Project Manager



JASON REID
Superintendent

PROJECT SUPPORT



LAURA BLOOD VELOTTA
Director of MEP & Specialty Services



BEN AUSTIN
Sustainability Manager



LARRY STONE
Quality Assurance Manager



JOSH BAYSINGER
Virtual Design & Construction Manager



NICK FEMAL
Safety Director



ROB MCMURRICH
Lead Scheduler



DEREK GALLENGER, PE
Project Manager

» 6 years of industry experience «

RECENT PROJECT EXPERIENCE

City of Madison

Village on Park | Madison, WI

Parking ramp addition to an existing building

- » \$15 million
- » 124,840 square feet
- » 6.5 stories
- » Post tension ramp
- » Prioritized pedestrian safety with project adjacent to City's busiest bus stop
- » Fixed schedule to meet Madison College's start date

The Couture

Apartment Tower | Milwaukee, WI

Construction of an ellipse-shaped apartment tower, a 47-story luxury high-rise development with a two-level transit concourse to also serve as a stop for the Milwaukee Streetcar

- » \$146 million
- » 750,000 gross square feet
- » 52,000 square feet of restaurant and retail
- » Post-tension concrete

ProHealth Waukesha Memorial Hospital

Mukwonago Hospital | Mukwonago, WI

Vertical expansion, addition, and remodel of existing clinic and emergency department. The building also updated its front entry, server, retail pharmacy, and community room space

- » \$57.1 million
- » 100,000 square feet (new construction)
- » 95,000 square feet (renovation)
- » 24-bed licensed hospital with six operating rooms (two-shelled)
- » Retail and inpatient pharmacy
- » Lobby, Women's Health, and clinic renovations

WEC Energy Group

Public Service Building | Milwaukee, WI

Extensive demolition and complete restoration work of four-story facility following steam damage

- » \$80 million
- » 300,000 square feet
- » Emergency response
- » Marble and gold-leaf plaster
- » Laser scanning

EDUCATION

University of Wisconsin - Madison

B.S. Civil Engineering Environmental
Studies Certificate

CERTIFICATIONS

Professional Engineer



I am eager to collaborate with De Pere in advancing their vision forward for the community. My personal connection to the area, having spent a significant portion of my youth there, provides valuable insight and a deep-rooted commitment to providing a successful project.



Village on Park



The Couture



JASON REID
Superintendent

» 25 years of industry experience «

RECENT PROJECT EXPERIENCE

The Couture

Parking Structure | Milwaukee, WI

Construction of 5-story parking structure adjacent to the Couture apartment building

- » \$13.7 million
- » 307,486 square feet
- » 912 parking stalls
- » Self-performed concrete

The Couture

Apartment Tower | Milwaukee, WI

Construction of an ellipse-shaped apartment tower, a 44-story luxury high-rise development with a two-level transit concourse to also serve as a stop for the Milwaukee Streetcar

- » \$143 million
- » 750,000 gross square feet
- » 52,000 square feet of restaurant and retail
- » Post-tension concrete

The Moderne

Apartment & Condominium Complex | Milwaukee, WI

Development of a mixed-use, 30-story, residential development in Milwaukee's Park East Corridor

- » \$30.9 million
- » 403,332 square feet
- » 14 condominium units with private inset terraces
- » 203 contemporary apartment units
- » Floor-to-floor glass windows, fireplaces, modular sliding walls, and European-styled cabinetry
- » One level of underground parking and six levels of above ground parking

Hovde Properties

Brix Apartment Lofts | Milwaukee, WI

Historic renovation separated into three phases to convert an old candy factory, originally built in 1907, into an apartment building with retail and parking

- » \$18 million
- » 156,000 square feet
- » 98 open concept apartment lofts
- » Parking structure addition to west side

Mandel Group

University Club Tower | Milwaukee, WI

Construction of a 38-story condominium complex with 56 total units

- » \$93.9 million
- » 400,000 square feet
- » Custom interiors and high-end finishes
- » Tight urban site
- » Four-story parking structure
- » Rooftop garden with walking path

EDUCATION

Nathan Hale High School

Diploma

CERTIFICATIONS

AGC Collaborative Leadership

AGC STP

AFFILIATIONS

AGC

Southeast WI Carpentry Training Center

AWARDS

Findorff

Safety Award (2018)



My responsibilities include enforcement of Findorff's quality-control and safety programs, coordination of trade contractor and material supplier's on-site operations, direction of Findorff field forces, field inspections, daily activity reports, staking and layout, project administration, as well as cost control.



The Couture Parking Structure



Brix Apartments

PROJECT TEAM INVOLVED ON **DAILY BASIS**



DEREK GALLENBERGER, PE
Project Manager

Derek's capacity aligns with this project schedule — he will be prepared to hit the ground running with the City of De Pere. As outlined in his resume, Derek is well-versed in leading projects of similar scope and description, including leading a current parking structure project in Madison. A De Pere native, Derek leverages his invaluable industry experience with his knowledge of the city. He is excited at the opportunity to utilize his skill set and manage a project in his hometown.



JASON REID
Superintendent

Jason is prepared to lead the De Pere parking structure from a field perspective and will be the field main point of contact. He has full availability to support this project. Jason's resume outlines his vast experience in concrete structures, many of which include parking facilities. Having recently completed a complex, multi-year parking structure at The Couture in Milwaukee, Jason is prepared to execute a successful project for the City of De Pere.



MIKE STERN
Director of Project Management

Bringing 14 years of similar experience, Mike is prepared to provide support to the entire team throughout its duration. Mike will work with the design team and the City of De Pere on preconstruction and project planning and maintain a presence on the project from concept through completion. At the helm, Mike's primary objective will be to ensure the team has all the resources necessary to achieve success for this project.

PROJECT TEAM INVOLVED ON **AS-NEEDED BASIS**



MIKE SMARELLI
General Superintendent

Mike will be available and prepared to support the needs of this project when and as-needed. His 30+ years in working on similar projects will allow him to lead the field team successfully. Mike's will lead enforcement of our quality control and job safety programs, coordination of trade contractor and material supplier's on-site operations. Mike is the liaison of field operations and overall project management.



LAURA BLOOD VELOTTA, PE, QCxP, LEED AP®
Director of MEP & Specialty Services

With 20 years of experience to her role as Director of MEP & Specialty Services, Laura brings detailed knowledge of mechanical, electric, plumbing, and fire protection systems to the project team. Having worked extensively on high-performance buildings with intricate controls, she has the experience to provide insight, advice, and review of the MEP systems from preconstruction services to a complete commissioning process. She also oversees our VDC, Sustainability, and Quality teams. Laura looks forward to supporting this project as-needed.

PROJECT TEAM INVOLVED ON **AS-NEEDED BASIS CONTINUED**



BEN AUSTIN, LEED AP® BD+C, WELL AP, FITWEL AMB.
Sustainability Manager

Ben brings 14 years of industry experience, most of which have been focused on delivering sustainable projects. He will be the main point of contact for sustainability initiatives throughout design, preconstruction, and construction to reach the project sustainability goals. Utilizing tracking metrics and submittal documentation, Ben will work with owners and design teams throughout new construction projects to ensure all projects goals are met.



ROB MCMURRICH
Lead Scheduler

Rob works directly with field and office staff to create and maintain project baseline schedules, making sure all parties involved are well trained on the proper develop and usage of these schedules. Using BIM technology and other virtual tools, he analyzes and archives previous schedules to further understand methods most effective for the team.



JOSH BAYSINGER
Virtual Design & Construction Manager

Josh contributes 17 years of experience as a virtual construction expert. Josh leads the design, construction, and ownership team in a collaborative approach to develop the building model to the level determined by the owner. His experience with the development of construction and MEP modeling complement a client's project team with site utilization, schedule implementation, construction visualization, and MEP coordination.



LARRY STONE, AIA
Quality Assurance Manager

As Quality Assurance Manager, Larry brings 24 years of experience. His primary responsibility is to provide QA/QC support to the project team to ensure the latest processes, best practices, and lessons learned are identified and practiced. He will provide an initial Quality Risk Evaluation and periodically meet with the assigned office and field leaders to ensure QA/QC systems are meeting project expectations. Larry will also review critical task scopes prior to and during installation.



NICK FEMAL, CHST
Safety Director

Nick has 18 years of experience to his role as Safety Director. As a certified OSHA Outreach Instructor and Construction Health & Safety Technician, Nick will develop safety requirements specific to the project, while also providing formal programs and incentives to ensure safe work environments on and off the job site.



COMMUNITY ENGAGEMENT

In response to question 2D, the City of De Pere and its constituents have contributed to your vision and goals for the project. We know meaningful engagement will continue to be an important measure of success. Findorff leads collaborative design and construction processes that create a better overall facility and stronger end-user experience. Whether we are working with your design team, facilitating community conversations, or ensuring all project partners have a voice in the work at hand, our focus will be to create a better parking experience for downtown residents, workforce and guests. Our experience partnering with clients on engagement includes:

Over 350 community partnerships where Findorff worked closely with organizations to support their families

Facilitation and support work for over 50 organizations looking for community input while planning facilities

Over \$1.4 billion in successful community-supported public education projects in the last 5 years alone

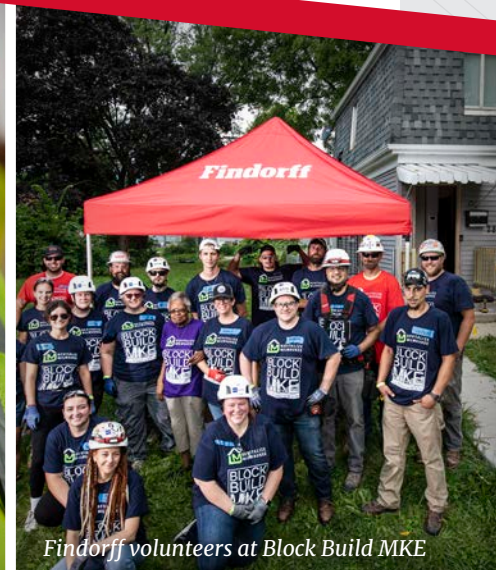
Hundreds of hands-on activities for stakeholders to continue to feel engaged



Findorff employee volunteering for Hunger Task Force



Jobsite tour for students from Bradley Technology and Trade School



Findorff volunteers at Block Build MKE

OUR WORK

G. The Proposer may include two (2) additional pages for each project to illustrate aspects of the completed project that provide the evaluation team information to assess the Proposer's experience with relevant project work.

Findorff's longevity in the construction industry has been achieved by our ability to adapt and work within a wide range of project requirements and specifications. Our experience includes thousands of building projects, many of which have involved parking structures. The following buildings are relevant examples of projects that exemplify our capability to perform construction management services for your project.

Please see the following pages showcasing Findorff's relevant and previous experience.

PRIDE IN CLIENT RETENTION

91% REPEAT
CLIENTS

9% NEW
CLIENTS



THE DAILY REPORTER 2023 AWARD RECIPIENT

BUILDER OF THE YEAR

PROJECT PROFILE

BLOCK 7 PARKING

DEER DISTRICT LLC
MILWAUKEE, WI

- » 628,000 square feet
- » 1,243 parking spaces
- » Cast-in-place concrete structure
- » Skywalk to arena

Completion Date: November 2017



ABOUT THE PROJECT

Connected to the Milwaukee Bucks' Fiserv Forum via skywalk, this parking structure boasts approximately 1,243 parking spaces and 55 bicycle parking spaces. When completely full, the structure is designed to provide smoother entry, as well as easier and quicker exiting. Another notable improvement over other garages are the stairways. While a bay of elevators is available, the stairways are lined with floor-to-ceiling windows that bring in natural light and afford great views of the arena.

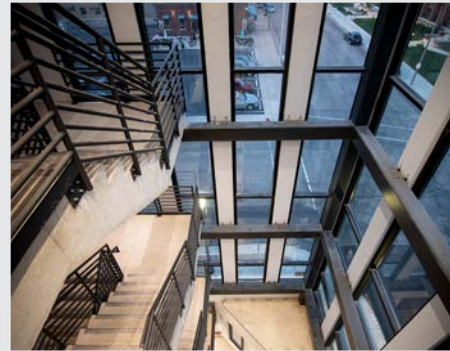
PROJECT PROFILE

PARKING RAMP

CITY OF KENOSHA
KENOSHA, WI

- » \$8.1 million
- » Five-story
- » 364-spot ramp
- » Street lighting

Completion Date: July 2020



ABOUT THE PROJECT

The five-story, 364-spot ramp is a city-owned parcel just east of the Kenosha Post Office on Eighth Avenue between 56th and 57th streets. Viewed as an integral part in accommodating future local growth for Kenosha, the structure also includes street lighting, car-charging stations, security cameras, and concrete surface treatment. The parking ramp additionally features precast concrete panels.

PROJECT PROFILE

VILLAGE ON PARK

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF MADISON
MADISON, WI

- » \$15 million
- » 124,840 square feet
- » 6.5 levels of parking
- » Self-performed work

Completion Date: June 2025 ■



ABOUT THE PROJECT

The Community Development Authority (CDA) of the City of Madison needed additional parking for Village on Park development and for nearby Bus-Rapid-Transit (BRT) hub. This project meets Madison College's start date for the 2025 Fall semester, through a fixed schedule, which was essential for adjacent work being completed. This project is also targeting to obtain Bronze Parksmap Certification.

PROJECT PROFILE

PARKING STRUCTURE LOT 7

MILWAUKEE VA MEDICAL CENTER
MILWAUKEE, WI

- » \$4.4 million
- » 129,800 square feet
- » Self-performed carpentry, concrete, and masonry

Completion Date: September 2017



ABOUT THE PROJECT

Phase two of the Clement J. Zablocki VA Medical Center parking improvement project, this 129,800-square-foot structure has helped streamline the Campus's parking goals. This structure incorporates cast-in-place concrete foundations atop auger cast piles and precast concrete from the foundations up. Findorff was a subcontractor to Progressive Construction Services LLC and self-performed carpentry, concrete, and masonry.

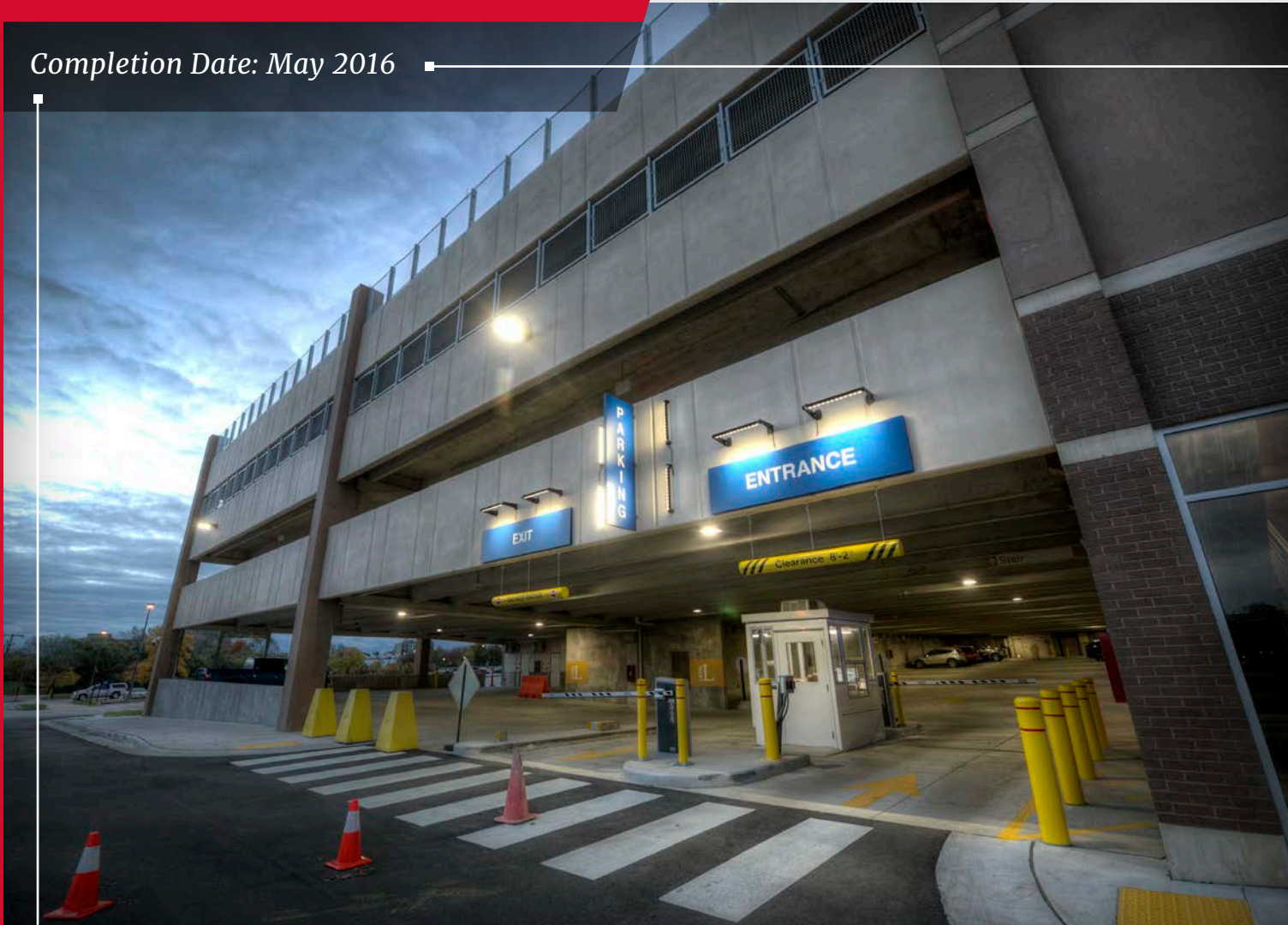
PROJECT PROFILE

PARKING STRUCTURE LOT 4

MILWAUKEE VA MEDICAL CENTER
MILWAUKEE, WI

- » \$5.9 million
- » 140,000 square feet
- » Tight site
- » Deep foundations

Completion Date: May 2016



ABOUT THE PROJECT

Approximately 140,000 square feet, this three-tier elevated precast parking structure on the Clement J. Zablocki VA Medical Center campus breaths functionality and new life into the campus's much needed parking improvements. Findorff was a subcontractor to Progressive Construction Services LLC and self-performed carpentry and concrete. Work was completed within a 10-15 foot clearance from other occupied areas of the campus.

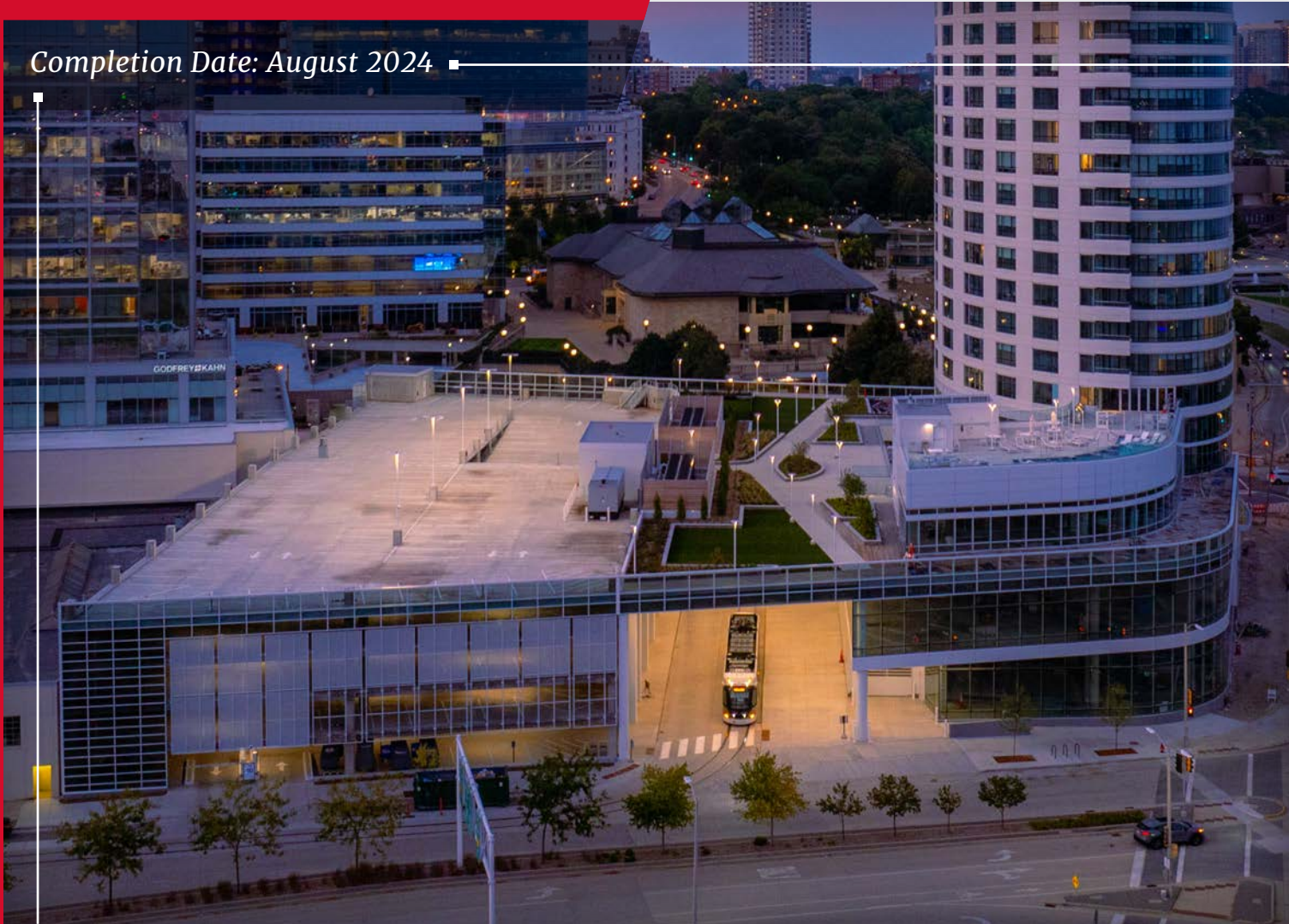
PROJECT PROFILE

PARKING STRUCTURE

BARRETT LO VISIONARY DEVELOPMENT
MILWAUKEE, WI

- » \$13.7 million
- » 307,486 square feet
- » Self-performed concrete

Completion Date: August 2024



ABOUT THE PROJECT

In addition to Milwaukee's newest lakefront high-rise, the Couture, Findorff developed the adjacent parking structure. With 5 levels and 912 parking stalls, it offers space for both the public and renters to enjoy. The structure is built below the water table, requiring extensive water mitigation measures in place to build the foundation.

Findorff achieved the Small Business Enterprise (SBE) participation goal of 25%, while also achieving a set Resident Participation Program (RPP) goal of 40% of the total hours worked on public infrastructure projects.

03



*Rendering of Village on Park
Parking Structure, a current
project led by Project Manager
Derek Gallenberger.*



UNDERSTANDING & APPROACH

A. Demonstrate understanding of the project opportunities and challenges

The successful integration of structured parking into De Pere is a key opportunity and requirement of both the design and construction team. This project is one piece of a larger vision to transform Downtown De Pere and executing on the seamless integration of this structure into the development is the biggest opportunity for the project team. As the Construction Manager, our opportunity and role is to bring our expert knowledge and integrate into the team as a partner, doing our part to meet and exceed the project objectives. Specific opportunities include:

- » **Integrated Team:** With the City of De Pere we need to establish an integrated team of designers, contractors, and city representatives to focus and align on the project goals with the design and construction planning. This involves open discussions about materials, constructability, and experiences so the knowledge of your experts can be harnessed and considered.
- » **Value Analysis:** At Findorff, value analysis is not just cost reduction. It's a review of all aspects of the project to ensure the team understands the value (both initial and long term) of the decisions and design components of the project. It's our responsibility to work collaboratively with the team to talk openly about the pros and cons of all decisions and educate stakeholders on our experiences and observations from past projects. The goal is to ensure decisions are being made in the best interests of the project that consider initial economical value, durability/safety, long-term maintenance, and integration into the overall development.
- » **Past Project Experience:** Findorff has built dozens of public and private parking structures over our nearly 135-year history. We can bring these experiences, lessons learned, and success stories to this project so that they can be discussed openly and considered during the preliminary design evaluation stage. These include a review of below- and above-grade parking, low maintenance solutions, precast vs. cast-in-place structures, and the integration of technology and solar on the structure.
- » **Level of Service:** Findorff prides itself on providing a level of service to our clients that is unmatched. We understand large construction projects can be daunting, but our job is to make the project experience low stress, turnkey, and enjoyable. You will find that our staff overcommunicate, are team players, and infuse transparency into our process to ensure that we are your trusted partner.

From a construction perspective there are a number of challenges that can be managed through proper planning and investigation.

- » **Underground Conditions:** The most notable being potential underground conditions that are not known by the project team currently. These could include unsuitable soils, contamination, foundations/obstructions, and due to the location in relation to the Fox River, water infiltration needs to be understood and considered.
- » **Winter Construction:** Based on a September 2025 project start, there would be significant scope throughout the 2025-2026 winter that, depending on actual conditions, could result in project delays and additional costs.
- » **Development Site Activity:** Due to the site location being in close proximity to a residential neighborhood, there is a risk of disturbance to the residents. In addition, with multiple buildings being constructed concurrently, the coordination between contractors/subcontractors has the potential to cause conflict in the area.
- » **Design Schedule/Decision-Making:** Adhering to design schedules and decision-making is a risk on every construction project. Each decision made is impactful on a project and has the ability to improve, maintain, or delay a schedule. This has a risk of affecting the overall delivery of the project to the City of De Pere.

B. Identify the potential project challenges and how you would recommend addressing each

Based on the challenges listed above below are our recommendations related to each.

- » **Underground Conditions:** Proper investigation through soil borings, environmental reports, and a review of previous site uses before Shopko will help educate the team on these risks. This information will help inform the risks of below-grade parking vs. all above-grade and we can value those risks as part of the considerations during design. In terms of managing identified risks, we have had success establishing allowances for potential risks based on quantification and unit costs. By approaching risks in this manner we don't just say "it's part of contingency;" we proactively manage them. This benefits the City of De Pere by utilizing the allowance approach and realize the savings. By planning for the risks individually, the overall project risk profile is smaller and the team can proceed with a more aggressive contingency approach.
- » **Winter Construction:** There are two approaches to winter construction in terms of assigning the risks. In Option 1 we can assign all the risk to the bidders for winter conditions during bidding which will drive costs higher initially, but transfer all risks and costs to the subcontractors. The benefit is having certainty in final costs; the risk is having a mild winter and the contractor reaps the rewards. Option 2 would be for the City/CM to hold certain winter conditions as allowances so the project can realize the savings of a mild winter rather than the subcontractors. The risk of this would be a harsh winter that cause costs to exceed allowances. The building type (precast vs cast-in-place) will also drive the level of risk on this item. The project schedule can also be impacted by a harsh winter. Findorff proactively plans for this with built-in weather days based on historical weather data. Wisconsin consistently brings many lost days throughout the fall, winter, and spring that we account for when presenting our initial schedule.
- » **Development Site Activity:** The location of this construction site in the heart of downtown De Pere needs to be carefully considered. Most of Findorff's parking structure experience is in downtown areas and we carefully plan the execution of the project with the surrounding community's interests in mind. We understand Findorff is a guest in your city, and we take our role in creating a safe and organized jobsite seriously. Collaborative planning with the city and adjacent contractors will be necessary to set the groundwork for how we all will operate together and meet the expectations for our site and the community around us. Considerations include keeping sidewalks open, working hours, screening of the project site with fencing/security screening, and pre-planning meetings for major tasks like deliveries and large concrete pours. **A review of a site traffic control plan with the City is a step to ensure we're meeting the City's expectations.** This is an aspect of the project we take seriously as our actions affect the jobs of those at the City of De Pere and we want to be as minimally impactful as possible.
- » **Design Schedule/Decision-Making:** With an integrated team and clear communication and expectations, the design schedule and decision-making process can be successful and is key to allowing the contractor to execute the project and schedule requirements. This discussion should be one of the first agenda items at the kickoff meeting, so expectations and deliverables are set for all team members. This allows everyone to understand the materials needed for decision-making and come prepared with the required information. A well-oiled, efficient team will allow for productive meetings and discussions to drive success on the project.

C. Provide your firm/team's approach to achieving the project's scope of work

Please see the following pages in response to the question above.



COMMUNICATIONS

C 1A. Communicate with and report to the City and select designer

Ongoing communication is instrumental to project success. Findorff will develop customized strategies to keep the project team and its stakeholders fully informed through the following efforts:

PROJECT MEETINGS

From kickoff meetings to weekly progress meetings, the Findorff team will use these assemblies to convey schedule, safety, cost control, change management, and value engineering both in-person and virtually.

SCHEDULES

Findorff considers a project's schedule as one of the most important communication tools at our disposal. After a pull schedule exercise with all parties, we will build the master schedule indicating essential activities and long lead procurement items.

DELIVERABLES & RESOURCES

- » Site Signage
- » Executive Summaries
- » "Construction in Your Community" Flyers
- » Drone Photography



PROJECT SCOPE AND COST CONTROL

C 1B. Project scope and cost control

As your CM partner our means of achieving your project goals for scope, budget, and schedule is through constant communication. This will be in many forms. For example, the parking garage project we feel one of the most powerful venues for the team to connect will be through our initial pull scheduling meeting. This will ensure great dialogue which will ultimately lead to each team member better understanding each other's needs, roadblocks, goals, milestones, etc. Our goal is to march together as one unit. This is just one example of how our collaborative approach will drive us as one team towards our goals.

Along the way, we will interact with the design and De Pere teams through:

- » Cost feedback
- » The value engineering process
- » The Building Information Model
- » The weekly Findorff Top Ten list (most urgent items of the day)
- » A commitment to picking up the phone vs. e-mail
- » Providing access to all of Findorff's resources as needed (all of our support team departments: Safety, Pre-fabrication, BIM, QA, MEP, etc.)

COST CONTROL

Cost management will be emphasized from the beginning. From the design process and through the GMP, Findorff will work to provide budget feedback and value enhancements on design decisions. Findorff will work directly with De Pere and the design team to ensure the GMP is clear and includes what is required by the contract. Throughout the duration of construction, we will track all potential costs through regular dedicated cost issue review meetings. We will proactively communicate potential cost impacts and deadlines needed for change directives to maintain project progress and schedule. Our system is also completely open-book, so you can see and track the cost with us at all times. The intent is that team members are always aware of current and potential costs so they can make informed decisions.

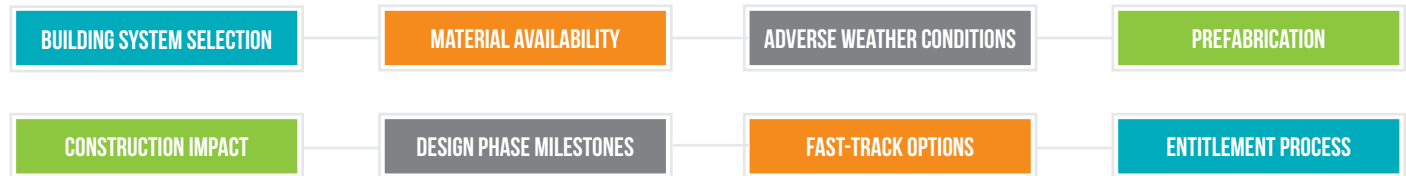




SCHEDULING

C 1C. Project Schedule - critical path

Schedules are one of the most important communication tools in project management, as they drive timely decision-making. Findorff will build the Master Project Schedule indicating essential activities, dates, and long-lead procurement items. Some of the most critical issues addressed include:



SITE COORDINATION

C 1D. Coordination of site and regulatory approvals/inspections

Each municipality is different and each project unique. Below are the items we suggest to minimize scope issues associated with Authorities and Jurisdictions during project planning:

- » Plan proactively
- » Identify potential risks early
- » Budget for potential risks
- » Get commitments and needs in writing
- » Encourage the client to meet with the municipality early (or facilitate the meeting where appropriate)
- » Meet with the Building Inspector early and often

In each community where we work, we strive to build a trusting relationship with the local building inspector. This is done through quality workmanship, responsiveness, and always doing the right thing. This partnership will be invaluable for De Pere and Findorff while executing your project.



QUALITY ASSURANCE

C 1E. Quality Control

At Findorff, we believe a successful Quality Program is executed by utilizing a consistent process to deliver the best finished product possible. This process is communicated in the bidding process so clear expectations are set. To ensure this consistency is maintained amongst all projects, the Findorff Quality Program is based off a team approach utilizing a three-phase preventative quality process.

1. PRE-JOB QUALITY PLANNING

- » In-house experts are assembled to evaluate and plan the project
- » This consists of the PM team, preconstruction, field leaders, quality, safety, sustainability, prefabrication, MEP, virtual construction, and scheduling
- » A Quality Risk Evaluation is performed to document the critical areas of focus and help develop plans to mitigate each

2. PRE-TASK QUALITY PLANNING

- » All scopes of a project involve a pre-task planning meeting prior to the start of construction to ensure trades people have a clear understanding of required quality standards prior to install
- » The quality team provides an in-depth scope review prior to the meeting to help flush any inconsistencies and provide the latest best practices and industry standards

3. FIRST INSTALL REVIEW AND FOLLOW-UP MONITORING

- » A First Install Review of the work in the field is an essential step to ensure the rigorous planning efforts come to fruition
- » The materials and install must meet the project requirements for that initial portion of work
- » Follow up QC inspections from that point on ensure the quality standards are carried through to project completion

C 1F. Site Safety

Site logistics is a key component of a successful construction project. The delineation between the public and active construction is important to ensure the safety of those outside the site but also give the construction crews the confidence they can proceed with work efficiently knowing everyone within the project site has gone through the required site orientation and working under the same rules.

Findorff sites include a fenced, screened perimeter with labeled entrance gates to ensure deliveries arrive at the desired location. Instructions to the proper gate are provided for all deliveries to ensure an efficient, just-in-time philosophy. All workers go through a mandatory preconstruction orientation conducted by the project superintendent to ensure proper safety protocols are followed and communicate site specific rules and regulations. Most importantly, a Findorff employee is present whenever the jobsite is operational.



SAFETY

SAFETY IS ALWAYS THE NUMBER ONE PRIORITY

We take safety extremely seriously and are constantly implementing improved measures to increase overall jobsite safety and continually drive our incident rates towards zero. We invest heavily into the following:

- » Safety Programs and Infrastructure
- » Employee Training and Education
- » Safety Policies and Equipment

SAFETY FOR ALL

Safety is our #1 priority not just for the workers on the site, but for all parties that could be in the vicinity of the project. **Findorff has a comprehensive Safety Program to protect workers, students, faculty, and visitors.** Each project team also develops a Project-Specific Safety Plan that is tailored to the unique needs of the project. For sites like the City of De Pere Parking Structure that are in high traffic and low-space areas, these plans include items such as disruption avoidance, adjacent work considerations, and pedestrian/traffic concerns.

Best practices in Findorff's safety program are established through the following:

- » Management, project team, and subcontractor commitment
- » OSHA construction training
- » Daily crew huddles/stretch and flex & weekly toolbox talks
- » Lean Construction/5S Program
- » Employee incentive program
- » Continued education and training



Scan the code to learn more about the importance Findorff places on safety on an occupied campus.

As a Construction Manager who self-performs work, our safety ratings for each self-perform category are better than the national average for projects where CMs self-perform work. See our EMR listed below.

2020 - 2024 EMR					
YEAR	2020	2021	2022	2023	2024
EMR	0.78	0.80	0.76	0.60	0.67



PHILOSOPHY OF DISPUTE RESOLUTION

C1G. Philosophy of dispute resolution

Findorff typically tenders matters involving lawsuits and arbitrations to its insurance carrier or to its legal counsel for handling and resolution. Findorff annually discloses claims and threatened claims to its accountants so that material ones are reflected on its financial statements and believes that its claims and defenses in lawsuits and in arbitration proceedings are de minimis.



PERMIT APPROACH

D. Coordinate with the designer to identify the permits that will be required to be submitted and how you would propose to proceed to ensure that permits are obtained quickly.

Findorff takes great pride in our strong relationships with all of our partners. Given our long history in the state of Wisconsin and work in your area, we have strong confidence in our ability to navigate the permitting process efficiently and successfully. From beginning to end, we will remain in constant contact with our design partners and City officials through plan review, permitting, certificates of occupancy, and more. We are well-versed in helping our design and client partners with navigating the regulatory process enjoyably. This experience will ensure design and construction schedules are met with clarity and collective buy-in from all concerned.



VALUE-ADDED SERVICES

E. Provide any value-added services your firm/team can provide above that are identified within the request.

DISCIPLINES & AREAS OF SPECIALIZATION

Top-Tier Resources to Advance Your Project

We take pride in helping our clients succeed. Whether it's our speed-to-market delivery process or our ability to make connections in the community, we aim to be your partner in achieving success.



SCHEDULING



QUALITY



SAFETY



MEP MANAGEMENT



VIRTUAL DESIGN
& CONSTRUCTION



PRECONSTRUCTION



SUSTAINABILITY



COMMISSIONING/
OPERATIONAL
READINESS

INDUSTRIES

Building Solutions that Exceed Your Vision

Across sectors, Findorff is dedicated to creating environments that make a difference in people's lives. We're proud to provide customized and comprehensive construction management, general contracting, and program manager services for industries throughout the U.S.



Healthcare



K-12 Education



Science & Technology



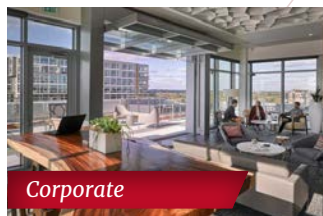
Industrial & Manufacturing



Arts & Community



Food & Beverage



Corporate



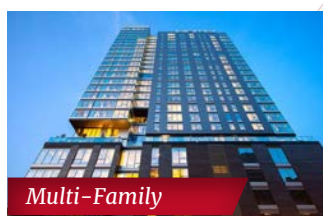
Government & Municipal



Higher Education



Religious



Multi-Family



Retail & Recreation



.67 EMR
RATING



POTENTIAL ISSUES

F. Identify any issue the City might have omitted in its understanding of this project, which may include the site's architectural, MEP, and civil engineering concerning separate engineering related to a precast system.

A number of items were previously discussed in earlier questions. These include underground conditions, planning for winter, and a focus on the type of structure (cast-in-place vs precast). Part of every discussion should include considerations for long lead items. On this project, those would include electrical switch gear/transformers that could be upward of 12 months to procure. If a precast structure is selected, this design is typically delegated to the manufacturer so the team would want to engage, through a competitive process, a precast supplier to team with the designers of record on the project to ensure the building is drawn properly to the appropriate precast system.

We should also consider the stormwater management solutions for the project and how they interact with the design. There may be a need for underground detention of water to meet the requirements and this will need to be planned for on the tight site. We've seen the Stormtrap product used successfully in below parking garages to meet the stormwater detention requirements.

In Section D Scope of Work, there is a comment regarding City-held contracts. This is often done on Findorff projects, and to make it successful, we'd suggest having us involved in the scoping/execution discussion so that the work the City contractors for aligns with our expectations of execution. We want to avoid any scope gaps or misunderstanding regarding the project schedule and execution expectations.





PROJECT TIMELINE

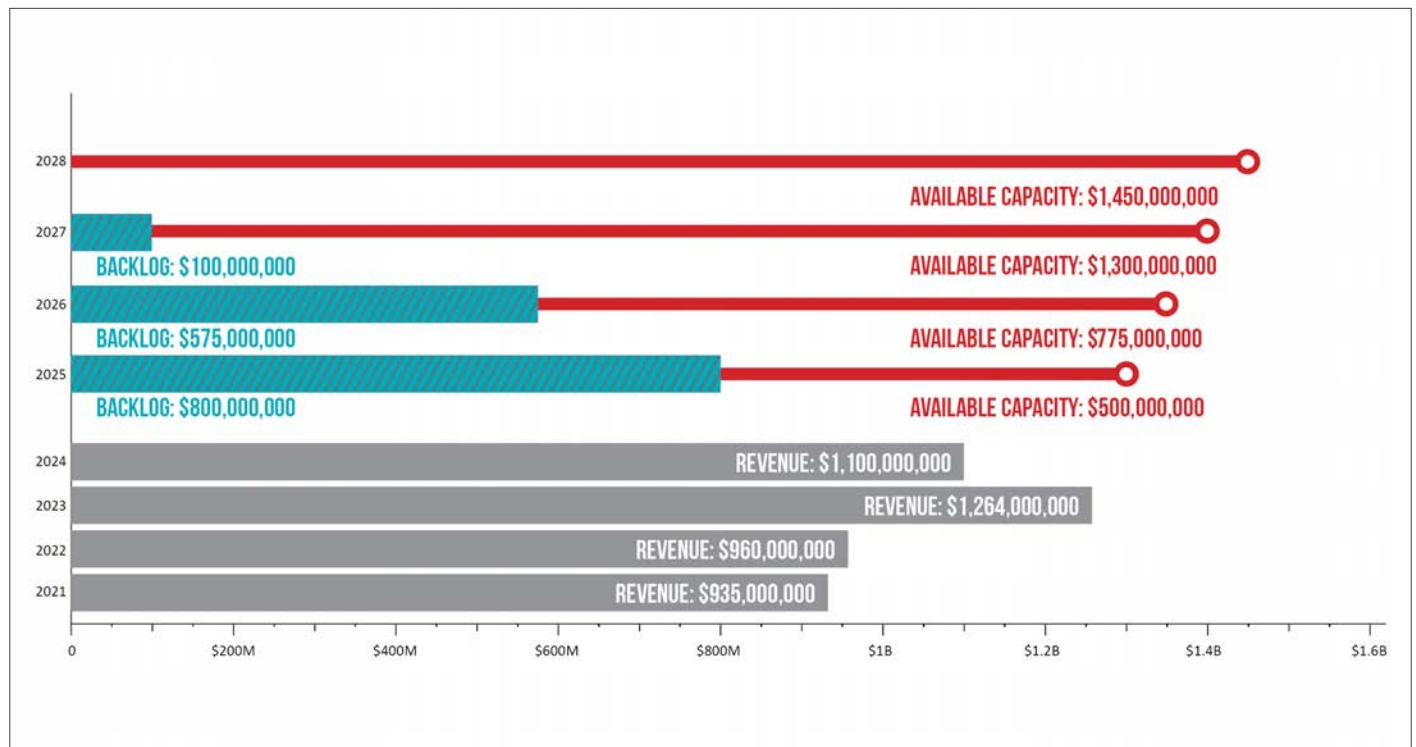
A. Overview of the professional team's resources available to complete the services requested in the schedule outlined in the scope of services

Findorff has built a successful business around trusted relationships and quality construction. We proactively plan for anticipated work and thoughtfully consider each opportunity that comes our way. When deciding if we will pursue a project opportunity like the De Pere Parking Garage, we first consider the following:

- » Expertise: Do we have the expertise needed for this project?
- » Financial resources: Do we have the financial capacity to successfully complete the work?
- » Staffing: Do we have the staffing resources available that have the skill and experience to successfully complete the project?

In this case of your project, the answer is **YES** to all of these questions, reinforcing that our team has the capacity needed to provide solutions to you on time and on budget. The chart below exemplifies our available capacity as it relates to our current and projected revenues. Based on our workforce, resources, and available capacity during your planned preconstruction and construction time frame, we are confident that your project will fit nicely into our schedule, ensuring a successful project for De Pere and the citizens, stakeholders, and visitors you serve.

CURRENT FINDORFF BACKLOG & CAPACITY



B. Provide a proposed critical path Project Schedule that illustrates the total project time to complete the project. For these purposes, assume the schedule to begin using the information provided in the kickoff identified above

Included is a critical path scheduled created. This includes many assumptions given the current conceptual design, these include:

- » An above grade, open air precast structure
- » Lost days due to weather are included based upon NOAA historical data. A 32-day weather bank is included on the critical path to account for expected weather.
- » The project team will work together to identify long lead time items and order them so they do not affect project critical path. Specifically this will be electrical switch gear.
- » We've included the time for an elevated level of exterior finish anticipating the desire for the structure to integrate with surrounding architecture

In addition to the included schedule we've created schedule scenarios that would include below grade cast in place, below grade precast, and above grade cast in place. All of these should be considered and discussed during the design development stage of the project.

Please see our proposed schedule on the following two pages.

C. The firm/team determines that the project cannot be completed in the timeline proposed in Section D, Anticipated Project Timeline. Provide a proposed Project Schedule with a detailed explanation of the total time needed to complete this project

Not applicable.



Superintendent: NAME | EMAIL@findorff.com
XXX/XXX-XXXX cell

Task Milestone Summary Critical Progress

1600 N 6th St. Milwaukee, WI 53212
300 S. Bedford St. Madison, WI 53703
226890 Harrier Avenue | Wausau, WI 54401



2024-12-11 - De Pere Parking Structure - 2 Above Grade (Pre-Cast) - MS

Project Manager: Derek Gallenberger | dgallenberger@findorff.com

920/680-9614 cell

Superintendent: NAME | EMAIL@findorff.com

XXX/XXX-XXXX cell

[illegible]

Task Milestone Summary Critical Progress

Critical
Date: Thu 12/12/24
Page 2



1600 N 6th St. Milwaukee, WI 53212
300 S. Bedford St. Madison, WI 53703
226890 Harrier Avenue | Wausau, WI 54401

BUDGET

05



The Couture parking structure, recently completed was led by Jason Reid, Superintendent.



BUDGET

Submit a cost proposal that documents the hours and personnel for each task. These tasks shall include, at a minimum, the scope detail above. Include cost and staff hour tables, rates, and markups to calculate the summarized costs. Include a master spreadsheet that includes the total level of effort (staff hours) for each task. The spreadsheet shall list job classification (not individual), projected hours, pay rates, overhead factors, direct costs, and profit in separate columns. Subconsultants/subcontractors who make up your team must also be included in the master spreadsheet.

Please see the following page in response to the question above.





*William S. Middleton
Memorial Veterans Hospital
parking garage*



REFERENCES

Attach a list of not less than three (3) projects on which your firm or team has provided Construction Management Services during the last five years, emphasizing the types of projects similar in nature and scope to the City's project. In addition, identify all projects in which your firm was engaged as the Construction Manager and specify whether such projects have been for a public or private entity.

Marquette University

Chris Gluesing, Director of Planning & Project Delivery

414.288.7433

christopher.gluesing@marquette.edu

Private entity

Findorff role: construction manager



Barrett Lo Visionary Development

Joel Aizen, Chief Financial Officer

414.220.4726

jaizen@barrettlo.com

Public/Private entity

Findorff role: construction manager



City of Madison

***Jim Whitney, AIA, Dept. of Public Works,
Engineering Division***

608.266.4563

jwhitney@cityofmadison.com

Public entity

Findorff role: construction manager





FINANCIAL STRENGTH

G. In lieu of a financial statement, provide a notarized representation that certifies that your organization and its underlying businesses have a sound financial standing and will provide all pertinent information regarding your financial status to the City, in confidence, if requested.

J.H. Findorff & Son Inc is a privately held company, and we do not share our financials. Our fiscal year ends 9/30; audit firm is BDO. We are providing a bank letter and a bond letter which both indicate the financial strength of Findorff. We understand there are occasions when we may need to share limited information, which we handle on a case-by-case basis. Should you require additional financial information, please contact Tiffany Scheller, Vice President of Finance at tscheller@findorff.com. We look forward to working with you.





BMO Commercial Bank
One West Main Street
Madison, WI 53703

Tel: 608-252-5931
Fax: 608-283-5713
bmo.com

March 5, 2024

RE: J.H. Findorff & Sons, Inc.

To Whom It May Concern:

J.H. Findorff & Son, Inc. (the "*Company*") has been a valued customer of BMO Bank N.A., or its predecessor M&I Bank (collectively, "*BMO*"), for more than 60 years. The Company's ownership and management teams are well known to BMO and regarded as experienced and professional.

The Company has maintained both a depository and lending relationship with BMO. Their depository accounts on average have maintained a low to mid eight-figure balance over the past twelve months.

BMO provides the Company with a secured \$50,000,000 revolving line of credit. The revolving line of credit has a maturity date of December 31, 2025. The current outstanding balance is \$10,000,000 plus a used amount of \$995,000 for a standby letter of credit. The remaining committed amount is fully available to be drawn by the Company. All past and present loan payments are paid current and have been paid as agreed.

Should you have any questions regarding the Company's banking relationship, please feel free to contact me at (608) 252-5939. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. A. Paulson", written over a light blue horizontal line.

Randy A. Paulson
Director, Senior Vice President
Commercial Banking
BMO Harris Bank N.A.



Liberty Mutual Surety

November 6, 2024

RE: J.H. Findorff & Son, Inc.

To Whom It May Concern:

Liberty Mutual Insurance Company has the privilege of issuing surety bonds for J.H. Findorff & Son, Inc. ("Findorff"). We are willing to issue bonds for single projects in excess of \$750,000,000, with an aggregate program in excess of \$1,500,000,000.

We find Findorff to be an exceptionally well-managed, skillful, and ethical company with a wide range of capabilities. Findorff is an industry leader and considered "Best in Class". The Findorff organization has a long history of delivering creative and unique solutions to complex projects that have benefited project owners and the communities they serve. We are pleased to recommend Findorff for your consideration.

Liberty Mutual is an A (Excellent) A.M. Best rated insurance company in Financial Size Category XV (\$2 Billion or greater).

Approval of performance and payment bonds is expressly conditioned upon acceptable review of the contract terms and scope, bond forms and financing for the project as well as other underwriting requirements. Should you have any questions or need additional information, please contact me at (612) 349-2467.

Regards,

Joshua R. Loftis, Attorney-in-Fact

JRL/ns





INSURANCE AND LEGAL RESPONSIBILITIES

List the names and addresses of the insurance companies that have written commercial liability insurance policies for your organization and the projects listed in the experience section of this RFP during the past three (3) years. Joint ventures should list the insurers for the company or person expected to be the major owner of the joint venture. Has any insurance company paid on behalf of the persons or organizations covered? If so, indicate names and addresses of insurance companies, particulars of payment, and date(s). Is your firm now, or has it been, within the past five (5) years, involved in any legal action related to any projects? If yes, please explain in detail and identify any judgments entered in such action. Also, provide all details of any declaration of default, non-conformance notices, or termination for cause against your firm with respect to such services. In addition, state whether during the past five years your firm or sub-consulting firms have been suspended from either bidding or entering into any government contract.

Please see following pages regarding our response to the above question.





GENERAL LIABILITY LOSS RUN - 1 OF 6



December 10, 2024

J. H. Findorff & Son Inc.
300 South Bedford Street
Madison, WI 53703

Re: General Liability Coverage

To Whom It May Concern:

As insurance representatives of J. H. Findorff & Son Inc., we confirm their General Liability coverage was placed with the following carrier for the below mentioned policy terms:

Policy Year	Carrier
10/1/2024 – 10/1/2025	The Phoenix Insurance Company (Travelers)
10/1/2023 – 10/1/2024	The Phoenix Insurance Company (Travelers)
10/1/2022 – 10/1/2023	The Phoenix Insurance Company (Travelers)

Enclosed is a currently valued loss run from Travelers, detailing the claim payments for the above referenced policy terms.

Please feel free to contact me if you have any questions.

Sincerely,

Taylor Olson

Taylor Olson MBA
Senior Associate – Client Service and Delivery

WTW
Willis Towers Watson Midwest, Inc.
8400 Normandale Lake Blvd., Suite 1700
Bloomington, MN 55437

Direct: 952-806-2264
Email: taylor.olson@wtwco.com
Website: wtwco.com



GENERAL LIABILITY LOSS RUN - 2 OF 6

J.H. Findorff & Son Inc. - Travelers GL Loss Run

Claim Listing | Valued as of 12.9.24

Date Selection
Latest 3 Policy Years

Valued as of
12/09/2024



J H FINDORFF & SON INC

Claimant/Driver	Claim Number	Accident Date	Line of Insurance	File Prefix	Status	State - Accident	Close Date	Incurred Dollars	Paid Dollars	Outstanding Dollars
GRAND TOTAL (27 claims)								\$102,446.00	\$59,530.48	\$42,915.89
ANDERSON,AMY	CBL8251	05/25/2023	General Liability	Premises - LR	Closed	WI	06/02/2023	\$0.00	\$0.00	\$0.00
INSUREDS JCB TELEHANDLER VS 2017 SUBARU										
BATSON,LAURA	CBL8923	11/09/2023	General Liability	Premises - LR	Closed	WI	12/27/2023	\$2,605.00	\$2,605.09	\$0.00
CLAIMANT ALLEGES DAMAGE TO VEHICLE										
BEDFORD COURT CONDOMINIUM	FCP0126	10/12/2024	General Liability	Premises - LR	Open	WI		\$20,083.00	\$10,781.00	\$9,302.00
RAINWATER ENTERED A SLIT/TEAR IN THE ROOF MEMBRANE THAT WAS UNDER A REPAIR / RE-ROOF OPERATION, RESULTING IN WATER DAMAGE. MEMBRANE OVERLAP DURING										
CHAPTER AT MADISON (CRG)	CBL9719	07/27/2024	General Liability	Premises - LR	Closed	WI	10/04/2024	\$0.00	\$0.00	\$0.00
REPORTEDLY A SPRINKLER HEAD BROKE IN UNIT 423 CAUSING SIGNIFICANT FLOODING RESULTING IN WATER DAMAGE TO 6 UNITS AND LEASING OFFICES. CURRENTLY UNKNOWN CAUSE OF THE SPRINKLER HEAD BREAKING										
EAST HIGH SCHOOL	CBL9124	01/16/2024	General Liability	Products/Completed Ops - ER	Closed	WI	08/20/2024	\$0.00	\$0.00	\$0.00
COLD AIR INFILTRATED THE BUILDING, CAUSING A SPRINKLER HEAD TO TRIGGER. INVESTIGATION REVEALED HVAC SUBCONTRACTOR FAILED TO INSTALL AN ACTUATOR ON A FRESH AIR DAMPER WHICH ALLOWED EXCESSIVE COLD AIR INTO THE BUILDING. WATER REL										
FIGUEROA,BERNICE	F0F0422	08/10/2023	General Liability	Premises - LR	Closed	WI	10/25/2023	\$0.00	\$0.00	\$0.00
BERNICE CLAIMS THAT SHE STUBBED TOE ON PIECE OF WOOD WALKING OUTSIDE JOBSITE. SHE WENT TO THE LOCAL ER AND SOUGHT FURTHER TREATMENT / IMAGING BACK IN NEW YORK.										
FISHEL,VICTORIA	CBL9157	02/08/2024	General Liability	Premises - LR	Closed	WI	06/10/2024	\$407.00	\$407.24	\$0.00
CLAIMANT'S VEHICLE THAT WAS DAMAGED DRIVING PAST A JOBSITE.										
FOX COMMONS PROPERTIES,	CBL9396	04/26/2024	General Liability	Premises - LR	Open	WI		\$6,000.00	\$0.00	\$6,000.00
FINDORFF IS THE CONSTRUCTION MANAGER CONTRACTED TO PERFORM THE INTERIOR BUILDOUT OF THE 2ND AND 3RD FLOORS OF THE FOX COMMONS BUILDING. ON DOL, FINDORFF WAS INFORMED OF A FIRE IN THE CORNER IN ONE OF THE FIRST-FLOOR ROOMS CAU										
FRAZIER,TYSHEKA,L	CBL9120	01/17/2024	General Liability	Premises - LR	Closed	WI	02/19/2024	\$2,433.00	\$2,432.63	\$0.00
INSURED EMPLOYEE BACKED FORKLIFT INTO CLAIMANT VEHICLE.										

Page 1 of 4



GENERAL LIABILITY LOSS RUN - 3 OF 6

J.H. Findorff & Son Inc. - Travelers GL Loss Run

Claim Listing | Valued as of 12.9.24

Date Selection
Latest 3 Policy Years

Valued as of
12/09/2024



J H FINDORFF & SON INC

Claimant/Driver	Claim Number	Accident Date	Line of Insurance	File Prefix	Status	State - Accident	Close Date	Incurred Dollars	Paid Dollars	Outstanding Dollars
GRANITE RIDGE SCHOOL	CBL7742	11/04/2022	General Liability	Products/Completed Ops - ER	Closed	WI	08/12/2024	\$0.00	\$0.00	\$0.00
i WEATHER CAUSED ISSUES WITH ROOF OF GRANITE RIDGE SCHOOL WHICH WAS WAS COMPLETED IN JUNE '21. CAUSE IS UNCLEAR BUT THE INSTALLER(MALY) HAS BEEN ENGAGED WITH SHORT-TERM REMEDIATION AND THE ARCHITECT (EUA) HAS BEEN INVITED T										
GUSE,TYLER	F0F3928	10/09/2023	General Liability	Premises - LR	Open	WI		\$5,000.00	\$601.60	\$4,398.40
i AN EMPLOYEE WORKING FOR MALCOLM DRILLING (SUBCONTRACTOR OF EDGERTON, A FINDORFF SUBCONTRACTOR) WAS STRUCK IN THE HEAD BY A LARGE ROCK THAT EDGERTON KNOCKED OFF THE LEDGE ABOVE. FRACTURES TO SKULL, NECK, AND JAW REPORTED.										
HARRISON ST REAL ESTATE	FDV5613	05/22/2024	General Liability	Products/Completed Ops - ER	Open	VA		\$25,000.00	\$13,784.51	\$11,215.49
i INSURED WAS ACTING IN PART AS GENERAL CONTRACTOR AND SUBCONTRACT FOR THIS PROJECT, WHICH WAS COMPLETED OCTOBER 27, 2021. RECENTLY INSURED WAS MADE AWARE OF A FIRE IN A SAUNA AT THIS PROJECT ON THE DATE OF LOSS. A JOINT INSPECTION										
HEPNER,MALORIE	CBL9990	05/23/2023	General Liability	Premises - LR	Open	WI		\$0.00	\$0.00	\$0.00
i REPORTED THAT MATERIALS (CONCRETE, MORTAR DUST, AND GLUE) FROM THE PROJECT LANDED ON CARS PARKED IN AN UNPROTECTED PARKING LOT NEXT TO THE JOB SITE										
HOWE,JESSE	CBL9056	01/02/2024	General Liability	Premises - LR	Closed	WI	09/26/2024	\$500.00	\$500.00	\$0.00
i CLAIMANT'S PARKED VEHICLE WAS ALLEGEDLY BACKED INTO.SEE ATTACHED INCIDENT REPORT, STATEMENT FORM, PHOTOS										
JEFFERSON EAST ELEMENTAR	CBL9954	09/17/2024	General Liability	Premises - LR	Closed	WI	12/03/2024	\$10,571.00	\$10,571.43	\$0.00
i FINDORFF IS PERFORMING A MULTI-PHASE RENOVATION OF THE SCHOOL. AROUND 4:40AM FIRE OCCURRED IN THE BACK-UP GENERATOR ROOM WHICH IS IN THE BASEMENT OF THE SCHOOL.										
JOSSE,FABIEN	F3T8242	10/17/2024	General Liability	Premises - LR	Open	WI		\$12,000.00	\$0.00	\$12,000.00
i WHILE OPERATING A FORKLIFT WITH A FULL METAL TIP DUMPSTER ON THE FORKS, THE OPERATOR DID NOT SEE THE OTHER CAR AND RAN INTO THE BACK OF VEHICLE.										
KMI CONSTRUCTION LLC	CBL9201	02/22/2024	General Liability	Premises - LR	Closed	WI	04/11/2024	\$1,609.00	\$1,609.34	\$0.00
i FINDORFF IRONWORKER MIGUEL GOMEZ-ARZATE WAS IN THE BOOM LIFT WORKING ON THE UPPER BEAMS. AS MIGUEL WAS LOWERING THE BOOM LIFT HE DID NOT FULLY LOOK TO SEE WHAT IS BENEATH HIM. MIGUEL HIT THE TOP OF GANG BOX WITH THE BOTTOM OF THE BOOM										
MADISON METROPOLITAN SCH	CBL9278	03/22/2024	General Liability	Products/Completed Ops - ER	Open	WI		\$0.00	\$0.00	\$0.00



GENERAL LIABILITY LOSS RUN - 4 OF 6

J.H. Findorff & Son Inc. - Travelers GL Loss Run

Claim Listing | Valued as of 12.9.24

Date Selection Valued as of
Latest 3 Policy Years 12/09/2024



J H FINDORFF & SON INC

Claimant/Driver	Claim Number	Accident Date	Line of Insurance	File Prefix	Status	State - Accident	Close Date	Incurred Dollars	Paid Dollars	Outstanding Dollars
① SCHOOL DISTRICT NOTIFIED FINDORFF RECENTLY OF 3 INCIDENTS INVOLVING SLIP / FALL ON DRY FLOORING. INVESTIGATION FOUND THE FLOORING DID NOT PASS COEFFICIENT OF FRICTION TESTING. SCHOOL IS SEEKING REPAIRS TO THE FLOORING AT REPO										
MURILLO-CRUZ,ERNESTO	F0F5319	06/26/2023	General Liability	Premises - LR	Closed	WI	11/20/2023	\$7,423.00	\$7,423.11	\$0.00
① ERNESTO WAS STRUCK BY A HANDHELD MAG TROWEL THAT FELL FROM ABOVE. EMPLOYEE WAS STRUCK IN HARD HAT AND NECK AREA.										
OVATION	CBL9277	03/22/2024	General Liability	Products/Completed Ops - ER	Open	WI		\$0.00	\$0.00	\$0.00
① PROJECT COMPLETED 2017 IN WHICH FINDORFF SERVED AS THE GENERAL CONTRACTOR. REPORTED WATER LEAKAGE INTO UNDERGROUND PARKING GARAGE.										
SHEMAK,DALE	F0F4366	10/05/2023	General Liability	Premises - LR	Open	WI		\$0.00	\$0.00	\$0.00
① EXCESS FILE -- INSURED'S EMPLOYEE DALE SHEMAK DRIVING A COMPANY VEHICLE SOUTHBOUND ON HIGHWAY 130 WHEN HE ALLEGEDLY CROSSED THE CENTERLINE, STRIKING AN ON-COMING VEHICLE HEAD ON. MR. SHEMAK DIED AT THE SCENE. OTHER VEHICLE DRIVE										
UNKNOWN	CBL8881	10/26/2023	General Liability	Products/Completed Ops - ER	Closed	WI	12/20/2023	\$0.00	\$0.00	\$0.00
① PDGU ALLEGED FIBER OPTIC CABLE CUT.										
URBAN LAND INTERESTS	CBL9322	04/10/2024	General Liability	Products/Completed Ops - ER	Closed	WI	06/28/2024	\$0.00	\$0.00	\$0.00
① REPORTED A WATER LEAK ON THE 4TH FLOOR OF ONE OF THE SUITE IN WHICH A SPRINKLER HEAD BURST CAUSING WATER DAMAGE TO 4 UNITS ON THAT FLOOR, 3 UNITS ON THE 3RD FLOOR AND A BREAK ROOM SPACE ON THE 2ND FLOOR.										
UW CREDIT UNION	CBL9134	01/17/2024	General Liability	Premises - LR	Closed	WI	05/08/2024	\$0.00	\$0.00	\$0.00
① DESIGN / BUILD PROJECT COMPLETED 3 YEAR AGO. ON DOL A WATERLINE BROKE RESULTING IN WATER DAMAGE. INVESTIGATION IS ONGOING BUT SO FAR HAS REVEALED AREA IN QUESTION DID NOT HAVE INSULATION AND DESIGN DID NOT HAVE ANY DETAI										
WEBER LANDSCAPING	CBL8677	09/01/2023	General Liability	Premises - LR	Closed	WI	02/29/2024	\$8,815.00	\$8,814.53	\$0.00
① INSURED'S FORKLIFT DRIVER STRUCK CLAIMANT'S TRACTOR. EDUARDO OPERATING THE CAT FORKLIFT SLIGHTLY HIT WEBER LANDSCAPING'S TRACTOR. FOREMAN AUSTIN PROST 262-573-4097. EDUARDO WENT IN BETWEEN THE PARKED TRACTOR AND ANOTHER PIECE OF EQUI										
WEINBERGER,NOLAN	CBL9634	06/19/2024	General Liability	Premises - LR	Closed	WI	12/06/2024	\$0.00	\$0.00	\$0.00
① EXPLOSION INVOLVING MADISON GAS AND ELECTRIC MANHOLES AND A VAULT NEAR A CURRENT FINDORFF CONSTRUCTION PROJECT. REPORTEDLY THERE ARE TWO SUBCONTRACTORS THAT WERE INJURED IN THE EXPLOSION. FINDORFF RECEIVED NOTICE FROM SUB										

Page 3 of 4



GENERAL LIABILITY LOSS RUN - 5 OF 6

J.H. Findorff & Son Inc. - Travelers GL Loss Run

Claim Listing | Valued as of 12.9.24

Date Selection
Latest 3 Policy Years

Valued as of
12/09/2024



J H FINDORFF & SON INC

Claimant/Driver	Claim Number	Accident Date	Line of Insurance	File Prefix	Status	State - Accident	Close Date	Incurred Dollars	Paid Dollars	Outstanding Dollars
ZIMMERMAN PLUMBING	FDV4836	01/29/2024	General Liability	Premises - LR	Closed	WI	02/13/2024	\$0.00	\$0.00	\$0.00
i CASEY WAS BACK DRAGGING AN AREA N THE BASEMENT AND LOST AWARENESS OF OTHER EQUIPMENT IN THE AREA. HE WENT TO TURN THE SKID STEER AND THE BUCKET ARM CONTACTED THE DOOR/WINDOW.										



GENERAL LIABILITY LOSS RUN - 6 OF 6

J.H. Findorff & Son Inc. - Travelers GL Loss Run

Claim Listing | Valued as of 12.9.24

Date Selection Valued as of
Latest 3 Policy Years 12/09/2024



J H FINDORFF & SON INC

Parameters							
Alias	JHFINDOR	User Name	OLSON,TAYLOR	Run Date	12/10/2024	Schedule Indicator	No

Filters

Field	Operator	Values
Policy Year	Greater Than or Equal To	2022
Carrier	Equal To	Aetna Life & Casualty - ALC, St Paul Companies - SPC, Travelers Insurance Company - TIC
Line of Insurance	Equal To	General Liability

Data Fields

Claimant/Driver, Claim Number, Accident Date, Line of Insurance, File Prefix, Status, State - Accident, Close Date, Incurred Dollars, Paid Dollars, Outstanding Dollars.

Report Specific Criteria

Show: All
No capping applied
Indemnity, Med, Expense Breakout: Not Selected
Include Accident Description: Yes

Other Carrier Valuation Dates

Occurrence Management (OCC): 12/10/2024.

Confidential and Proprietary. Do not distribute to other parties.



CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
10/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED J. H. Findorff & Son Inc. PO Box 1647 Madison, WI 53701	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER B: Travelers Indemnity Company of America</td><td>25666</td></tr><tr><td>INSURER C: Travelers Property Casualty Company of Ame</td><td>25674</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Phoenix Insurance Company	25623	INSURER B: Travelers Indemnity Company of America	25666	INSURER C: Travelers Property Casualty Company of Ame	25674	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C: Travelers Property Casualty Company of Ame	25674														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER: W30485150****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		VTC2N-C0-7W348078-PHX-23	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
		MED EXP (Any one person) \$ 10,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
		GENERAL AGGREGATE \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☒ LOC					
	OTHER:					
B	AUTOMOBILE LIABILITY		VTK-CAP-7W348091-IND-23	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR		CUP-7W348109-23-25	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 25,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$ 25,000,000
	☐ DED ☐ RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		UB-1X067609-23-25-H	10/01/2023	10/01/2024	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented Equipment		QT-630-5W315943-TIL-23	10/01/2023	10/01/2024	Per Item \$2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

"Master Certificate"	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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SR ID: 24751459

BATCH: 3150439



LEGAL STATEMENT

As with any large business enterprise, Findorff is sometimes involved in lawsuits and arbitration proceedings. They arise in the normal course of business and include disputes with respect to work performed by subcontractors or by Findorff, with suppliers of materials or owners of projects. In the construction industry, most contracts with owners, subcontractors and suppliers require that the disputes be resolved through arbitration. Some complex claims take a considerable period of time to resolve.

Many claims are covered by insurance and are handled through adjusters or counsel hired by insurance companies. Some claims in lawsuits and arbitrations involve insurance coverage issues, indemnification, contribution, collection of indebtedness and sometimes include restrictions on publicity.

Findorff typically tenders matters involving lawsuits and arbitrations to its insurance carrier or to its legal counsel for handling and resolution. Findorff annually discloses claims and threatened claims to its accountants so that material ones are reflected on its financial statements and believes that its claims and defenses in lawsuits and in arbitration proceedings are de minimis.

However, Findorff has not been subject to any declaration of default, non-conformance notice, or termination for cause; nor have we been suspended from bidding or entering into any government contract.





Chapter at Madison parking garage recently completed by Findorff, which includes EV charging stations and bike storage.



CONFLICT OF INTEREST

Submit a cost proposal that documents the hours and personnel for each task. These tasks shall include, at a minimum, the scope detail above. Include cost and staff hour tables, rates, and markups to calculate the summarized costs. Include a master spreadsheet that includes the total level of effort (staff hours) for each task. The spreadsheet shall list job classification (not individual), projected hours, pay rates, overhead factors, direct costs, and profit in separate columns. Subconsultants/subcontractors who make up your team must also be included in the master spreadsheet.

Findorff does not have any potential conflict of interest regarding this project. We look forward to further engaging with the City of De Pere on this exciting project for your community.



WHY FINDORFF

10



Derek Gallenberger, Project Manager attending his band concert at De Pere Middle School.

BUILDING A FUTURE TOGETHER

Innovative building techniques, uncompromising professional ethics, and commitment to client service are just a few of the factors that have contributed to Findorff's long-standing success. We will work in close collaboration with you to develop a facility that best reflects your needs while providing the best value for your investment. We are privileged to be considered and hope our proposal demonstrates how we can bring value to your project, specifically in terms of our:



Above all, the Findorff team will remain a strong and steady partner throughout all phases of the project, providing hands-on expertise and cost-effective solutions every step of the way. We thank you for the opportunity to submit our qualifications and look forward to the possibility of working on the City of De Pere Public Parking Garage.

Findorff
BUILDING & BEYOND



CITY OF DE PERE MEMO



To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: January 14, 2025

RE: Authorizing Representatives to Declare Official Intent for Reimbursement

A resolution was approved back on March 21, 2023, authorizing the City Administrator to be the City's Authorizing Representative. This authorized this position to sign a Declaration of Official Intent for Reimbursement allowing the City to be reimbursed for projects that were paid for prior to the annual borrowing done in the summer. With the change from City Administrator to City Manager at the beginning of this year it was determined that a new resolution was needed. In discussions with the City Manager, it was determined to also add the Finance Director as an Authorized Representative.

Please feel free to contact me prior to the meeting with any questions.

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

January 21, 2025

Resolution No. _____

**Resolution Authorizing Representatives to
Declare Official Intent for Reimbursement for Federal Tax Law Purposes**

RECITALS

The Common Council (the “**Governing Body**”) of the City of De Pere, Wisconsin (the “**City**”) makes the following findings and determinations:

A. The City from time to time pays for costs of municipal projects using funds on hand and then borrows to provide permanent financing for the projects, reimbursing itself for the earlier payments.

B. If the City wishes to reimburse itself for an earlier payment using the proceeds of a tax-exempt borrowing, or if the City wishes to preserve its ability to refund on a tax-exempt basis taxable debt that will be used to reimburse an earlier payment, then federal tax law requires that the City declare its intent to do so (a “**Declaration of Official Intent**”) not later than 60 days after the date the payment was made.

C. The City is advised by bond counsel that, with certain exceptions for preliminary expenditures, under the applicable federal tax regulations no expenditure made with respect to any property or project may be reimbursed from the proceeds of a tax-exempt state or local borrowing if such obligations are issued more than 18 months after the later of (i) the date that the original expenditure with respect to such property or project was paid or (ii) the date that such property or project is placed in service. In addition, the date that any such expenditure is so reimbursed may not be more than three years after the original expenditure date unless, in the case of a construction project, a licensed architect or engineer and the City certify that at least five years is necessary to complete the project.

D. The Governing Body wishes to authorize one or more persons to make Declarations of Official Intent on the City’s behalf when appropriate to preserve the City’s ability to use proceeds of a tax-exempt borrowing to reimburse itself for costs paid before the borrowing, or to refund taxable debt that was used to reimburse costs paid before that borrowing.

Resolutions

The Governing Body resolves as follows:

Section 1. Authorization to Declare Official Intent.

The City Manager and the Finance Director/Treasurer, each acting alone (each an “**Authorized Representative**”), and any employee of the City designated by an Authorized Representative, are each hereby designated as an authorized representative of the City, for purposes of Treasury Regulations Section 1.150-2, as amended from time to time (the “**Reimbursement Regulations**”), to make Declarations of Official Intent for reimbursement on behalf of the City.

Section 2. Records.

Each Authorized Representative, and any employee of the City designated by an Authorized Representative, are hereby directed to maintain a written record of each Declaration of Official Intent for so long as the related borrowing is outstanding.

Section 3. Further Authorizations.

Each Authorized Representative, and any employee of the City designated by an Authorized Representative, are hereby authorized to take such further actions as may be necessary or useful to comply with the Reimbursement Regulations.

Section 4. Effective Date.

This Resolution shall take effect immediately upon its adoption in the manner provided by law and shall supersede any prior resolutions with respect to the authorizations herein.

Adopted: January 21, 2025

Mayor

Clerk

CERTIFICATIONS BY CLERK

I, Carey E. Danen, hereby certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the “**City**”), and as such I have in my possession, or have access to, the complete corporate records of said City and of its Common Council (the “**Governing Body**”) and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

Resolution Authorizing Representatives to Declare Official Intent for Reimbursement for Federal Tax Law Purposes

I do hereby further certify as follows:

1. **Meeting Date.** On January 21, 2025, a meeting of the Governing Body was held commencing at _____ p.m.
2. **Posting.** On January _____, 2025 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the City’s offices in De Pere, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On January _____, 2025 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the Village President (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were _____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, _____ of the Governing Body members voted Aye, _____ voted Nay and _____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on January ____, 2025.

Clerk

[Seal]

CITY OF DE PERE MEMO



To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: January 14, 2025

RE: **Cash and Investments Report for November 30th, 2025**

I have attached a summary of the City's Cash and Investments for your information and review as of November 30th, 2025. I have also attached last year's monthly summary of the accounts, so you can see comparable activity throughout the course of the year for all accounts. The City's investment return through October was \$1,632,979.43. In our LGIP account we received the state shared revenues of \$1,752,672.56 which was then transferred to the General Checking account. A transfer was also done from the LGIP to the General Checking account for \$106,864.05 to cover October ARPA-related expenses. The Associated Bank Trust and Charles Schwab Investments both saw increases due to dividend/interest payments that were received. Feel free to contact me should you have any questions on this.

DE PERE CASH AND INVESTMENTS SUMMARY

November 30, 2024

CASH ACCOUNTS

CHECKING ACCOUNTS	BALANCE
CITY CHECKING	\$ 1,972,185.65
REAL & PPT TAX CHECKING	\$ 1,000.00
HEALTH CHECKING	\$ 824,097.82
DENTAL CHECKING	\$ 88,453.72
TOTAL CASH	\$ 2,885,737.19

INVESTMENTS

	JAN 1 BALANCE	BALANCE	INTERST AND APPRECIATION	RATE OF RETURN
LGIP	17,410,621.92	\$ 14,919,096.80	\$ 882,105.46	5.28%
ASSOCIATED BANK TRUST	5,114,372.95	\$ 5,312,234.41	\$ 197,861.46	4.22%
CHARLES SCHWAB INVESTMENTS	6,412,770.14	\$ 6,665,667.33	\$ 252,897.19	4.30%
MONEY MARKET	1,073,669.92	\$ 7,887,021.96	\$ 300,115.32	4.76%
TOTAL INVESTMENTS	\$ 30,011,434.93	\$ 34,784,020.50	\$ 1,632,979.43	

TOTAL CASH AND INVESTMENTS	\$ 37,669,757.69
-----------------------------------	-------------------------

NOTE: The City budgeted \$1,400,000 for general fund revenues in the 2024 Adopted Budget.

DE PERE CASH AND INVESTMENT YEARLY SUMMARY
NOVEMBER 30, 2024

	31-Jan-2024	29-Feb-2024	31-Mar-2024	30-Apr-2024	31-May-2024	30-Jun-2024
CHECKING ACCOUNTS						
CITY CHECKING	8,658,164.85	6,546,435.65	4,338,133.91	3,966,560.48	1,415,991.35	2,392,194.50
REAL & PPT TAX CHECKING	15,641,771.63	6,514,236.72	1,000.00	1,000.00	1,000.00	1,000.00
HEALTH CHECKING	1,418,730.29	1,410,173.44	1,378,539.11	1,293,115.07	1,284,101.22	750,258.10
DENTAL CHECKING	86,128.58	87,106.05	86,124.74	87,017.04	89,457.87	89,789.67
TOTAL CASH	\$ 25,804,795.35	\$ 14,557,951.86	\$ 5,803,797.76	\$ 5,347,692.59	\$ 2,790,550.44	\$ 3,233,242.27
INVESTMENTS						
LGIP	17,866,153.79	17,658,776.95	18,936,797.56	19,341,730.48	20,398,737.41	20,438,939.67
ASSOCIATED BANK TRUST	5,132,918.84	5,127,445.37	5,145,143.67	5,140,481.49	5,170,236.11	5,193,827.26
CHARLES SCHWAB INVESTMENTS	6,446,202.84	6,430,877.60	6,439,451.41	6,448,746.66	6,472,755.90	6,498,760.90
MONEY MARKET	1,078,564.79	1,083,162.54	7,619,525.82	7,653,126.65	7,687,904.44	7,721,680.79
TOTAL INVESTMENTS	\$ 30,523,840.26	\$ 30,300,262.46	\$ 38,140,918.46	\$ 38,584,085.28	\$ 39,729,633.86	\$ 39,853,208.62
TOTAL CASH AND INVESTMENTS	\$ 56,328,635.61	\$ 44,858,214.32	\$ 43,944,716.22	\$ 43,931,777.87	\$ 42,520,184.30	\$ 43,086,450.89

	31-Jul-2024	31-Aug-2024	30-Sep-2024	31-Oct-2024	30-Nov-2024	31-Dec-2024
CHECKING ACCOUNTS						
CITY CHECKING	6,088,631.77	727,881.28	7,802,828.00	3,708,330.68	1,972,185.65	-
REAL & PPT TAX CHECKING	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	-
HEALTH CHECKING	1,011,765.80	956,627.05	918,795.55	857,501.63	824,097.82	-
DENTAL CHECKING	80,528.88	82,770.58	83,519.61	87,013.58	88,453.72	-
TOTAL CASH	\$ 7,181,926.45	\$ 1,768,278.91	\$ 8,806,143.16	\$ 4,653,845.89	\$ 2,885,737.19	\$ -
INVESTMENTS						
LGIP	20,971,586.74	17,522,703.29	14,947,368.10	14,967,477.54	14,919,096.80	-
ASSOCIATED BANK TRUST	5,241,542.35	5,282,497.12	5,320,173.83	5,295,505.14	5,312,234.41	-
CHARLES SCHWAB INVESTMENTS	6,560,741.25	6,617,696.47	6,659,345.09	6,656,922.28	6,665,667.33	-
MONEY MARKET	7,756,736.36	7,791,951.07	7,824,800.74	7,857,010.73	7,887,021.96	-
TOTAL INVESTMENTS	\$ 40,530,606.70	\$ 37,214,847.95	\$ 34,751,687.76	\$ 34,776,915.69	\$ 34,784,020.50	\$ -
TOTAL CASH AND INVESTMENTS	\$ 47,712,533.15	\$ 38,983,126.86	\$ 43,557,830.92	\$ 39,430,761.58	\$ 37,669,757.69	\$ -

DE PERE CASH AND INVESTMENT YEARLY SUMMARY
December 31, 2023

	31-Jan-2023	28-Feb-2023	31-Mar-2023	30-Apr-2023	31-May-2023	30-Jun-2023
CHECKING ACCOUNTS						
CITY CHECKING	1,870,986.92	1,326,744.41	1,688,789.25	2,348,011.28	1,081,401.41	877,722.05
HEALTH CHECKING	1,755,720.84	1,709,250.66	1,582,427.99	1,540,734.47	1,564,055.37	1,493,879.79
DENTAL CHECKING	98,034.92	99,538.51	98,343.69	99,183.93	90,961.23	93,694.35
SUBTOTAL	\$ 3,724,742.68	\$ 3,135,533.58	\$ 3,369,560.93	\$ 3,987,929.68	\$ 2,736,418.01	\$ 2,465,296.19
TOTAL CASH	\$ 3,724,742.68	\$ 3,135,533.58	\$ 3,369,560.93	\$ 3,987,929.68	\$ 2,736,418.01	\$ 2,465,296.19
INVESTMENTS						
LGIP	13,692,384.53	13,740,090.86	13,803,274.90	13,209,784.55	13,396,221.04	13,459,518.13
ASSOCIATED BANK TRUST	4,906,570.44	4,873,387.33	4,941,856.39	4,951,046.34	4,947,506.81	4,935,764.03
CHARLES SCHWAB INVESTMENTS	6,196,864.06	6,164,016.10	6,208,110.42	6,256,136.34	6,248,519.28	6,241,934.54
MONEY MARKET	20,597,891.13	14,658,535.08	13,712,291.37	13,763,969.74	12,817,434.30	8,862,843.41
TOTAL INVESTMENTS	\$ 45,393,710.16	\$ 39,436,029.37	\$ 38,665,533.08	\$ 38,180,936.97	\$ 37,409,681.43	\$ 33,500,060.11
TOTAL CASH AND INVESTMENTS	\$ 49,118,452.84	\$ 42,571,562.95	\$ 42,035,094.01	\$ 42,168,866.65	\$ 40,146,099.44	\$ 35,965,356.30

	31-Jul-2023	31-Aug-2023	30-Sep-2023	31-Oct-2023	30-Nov-2023	31-Dec-2023
CHECKING ACCOUNTS						
CITY CHECKING	(405,973.19)	573,670.19	2,700,540.09	678,646.23	2,105,885.35	22,217,107.75
HEALTH CHECKING	1,469,062.21	1,550,112.01	1,597,771.65	1,497,590.13	1,454,800.95	1,461,028.52
DENTAL CHECKING	94,218.23	90,414.94	92,341.20	94,649.79	91,085.51	87,103.22
SUBTOTAL	\$ 1,157,307.25	\$ 2,214,197.14	\$ 4,390,652.94	\$ 2,270,886.15	\$ 3,651,771.81	\$ 23,765,239.49
TOTAL CASH	\$ 1,157,307.25	\$ 2,214,197.14	\$ 4,390,652.94	\$ 2,270,886.15	\$ 3,651,771.81	\$ 23,765,239.49
INVESTMENTS						
LGIP	18,467,847.24	9,825,140.33	18,467,847.24	22,265,487.00	18,472,177.10	17,410,621.92
ASSOCIATED BANK TRUST	4,943,910.06	4,963,993.01	4,966,963.40	4,982,495.53	5,038,343.27	5,084,723.76
CHARLES SCHWAB INVESTMENTS	6,266,819.25	6,281,947.66	6,291,271.13	6,322,570.93	6,361,357.81	6,412,770.14
MONEY MARKET	7,698,620.52	5,225,914.04	3,040,513.16	3,054,295.42	2,067,319.72	1,073,669.92
TOTAL INVESTMENTS	\$ 37,377,197.07	\$ 26,296,995.04	\$ 32,766,594.93	\$ 36,624,848.88	\$ 31,939,197.90	\$ 29,981,785.74
TOTAL CASH AND INVESTMENTS	\$ 38,534,504.32	\$ 28,511,192.18	\$ 37,157,247.87	\$ 38,895,735.03	\$ 35,590,969.71	\$ 53,747,025.23