

# MINUTES <u>COMMITTEE #1</u> REVENUES, DISBURSEMENTS, WATER AND WASTEWATER <u>February 1, 2022</u>

<u>Committee #1 - Revenues, Disbursements, Water and Wastewater met on Tuesday, February 1, 2022 at 10:00 am</u> in the <u>Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.</u>

Committee Members present: Rob Kiefer, John Monarski, and Paul Nadreau.

Mayor/Other Council Members present: Mayor Hoffman and Jason Hiess.

Others present: Finance Manager/Treasurer Lynne Bauer, Director of Public Works/City

Engineer/Utilities Manager Rick Rubenzer, City Planner/Transit Manager Brad Hentschel, Fire Chief Lee

Douglas, Police Chief Matt Kelm, Parks, Recreation, and Forestry Director John Jimenez, Library

Director Joe Niese, Street and Utility Maintenance Manager Rick Ruf, Utility Office Manager Connie

Freagon, and City Clerk Bridget Givens.

Call to Order: 10:00 am

1. Discuss use of LWMMI Parks & Recreation grant funding. Possible recommendations to the Council.

Parks, Recreation, and Forestry Director Jimenez stated that the department has implemented a new reservation and program registration software. The fees associated with the previous provider were becoming too high. The new software has an annual fee of roughly \$3,200. Jimenez would like to pay this fee using grant funding for the first year and work next year's fee into the budget through the anticipated savings.

It was also noted that the steps at Flag Hill are in need of replacement. The Park Board has identified this is an area to invest donation funds. It was requested to utilize the remainder of the grant funding to offset the cost of replacement.

**Motion by Kiefer/Nadreau** to recommend Council approve the use of the LWMMI Parks & Recreation Grant in the amount of \$11,253 for the first year of fees for the reservation software and to put towards replacing the steps at Flag Hill. **All present voting aye, motion carried.** 

2. Discuss funding for Glen Loch Dam repair project. Possible recommendations to the Council.

Ayres Associates submitted a proposal in the amount of \$24,200 to provide engineering services and complete a grant application for repairs at Glen Loch Dam. Director of Public Works/City Engineer/Utilities Manager Rubenzer noted this is a priority item. The Committee discussed making payment from reserves with reimbursement of the general fund in future borrowing.

**Motion by Kiefer/Nadreau** to recommend Council approve the proposal from Ayres Associates for the Glen Loch Dam repair project with funding to come from reserves with reimbursement of the general fund made in future borrowing. **All present voting aye, motion carried.** 

3. Discuss funding for Fire Department vehicle accessories. Possible recommendations to the Council.

Fire Chief Douglas stated that the old radios were sold on the auction site for roughly \$6,000 which will be added to the Fire Department Sale of Scrap Account. Additional accessories are needed for the command vehicles including tonneau covers and totes for supplies. Douglas is requesting to utilize \$2,000 from the Sale of Scrap Account to cover the purchase.

Motion by Nadreau/Monarski to recommend Council approve the purchase of Fire Department vehicle accessories from the Fire Department Sale of Scrap Account. All present voting aye, motion carried.

4. Discuss funding for replacing downtown benches and waste receptacles. Possible recommendations to the Council.

City Planner/Transit Manager Hentschel informed the Committee of an anonymous donation received for the replacement and addition of benches and trash receptacles in the downtown area. Discussion ensued relative to increasing the number of trash receptacles. It was noted that Finance Manager/Treasurer Bauer is in the process of obtaining a new quote for trash collection and the addition of receptacles may result in an increase in monthly cost.

**Motion by Monarski/Nadreau** to recommend Council approve the replacement/addition of 36 benches and 24 trash receptacles with funding to come from the anonymous donation and TIF #12. **All present voting aye, motion carried.** 

5. Update regarding the Police Department drone fundraising efforts.

Application was made for a grant through the Community Foundation, and the Police Department was awarded \$10,263. An order was placed for a total of three drones (1 primary and 2 small) and the required support equipment. It was noted that there are funds remaining for training.

No action taken.

6. Discuss funding for Badger Electronic Poll Books. Possible recommendations to the Council.

Clerk Givens indicated this item was discussed during the budget meetings. The total quoted amount is \$41,400 which includes 20 units and the requisite storage containers. Discussion was had with the League of WI Municipalities relative to the use of ARPA funds for a purchase of this type. It could potentially fall under the lost revenues or public safety category.

**Motion by Monarski/Nadreau** to recommend Council approve the purchase of Badger Electronic Poll Books with funding to come from ARPA funds or future borrowing. **All present voting aye, motion carried.** 

7. Discuss omitted budget requests. Possible recommendations to the Council.

The Committee discussed the omitted budget requests. Hentschel advised that an updated Comprehensive Plan is required every 10 years by statute. WCWRPC indicated the process will take roughly 10 months to complete.

Motion by Kiefer/Nadreau to recommend Council approve funding for an updated Comprehensive Plan with omitted budget funds. All present voting aye, motion carried.

It was noted that the Polycom unit utilized to record and broadcast meetings will be unsupported effective July 2022. Bauer noted there will be available funding in Franchise Fees to cover this expense.

Motion by Kiefer/Nadreau to recommend Council approve replacement of the Polycom with funding to come from Franchise Fees. All present voting aye, motion carried.

It was noted that personnel requests will be discussed at the Joint Committee #1 and #2 Meeting scheduled for February 10<sup>th</sup>.

PC upgrades were identified as a priority on the omitted listing. Updated quotes will be gathered and brought back to the Committee for future consideration.

#### 8. Adjournment

Motion by Nadreau/Monarski to adjourn at 10:59 am. All present voting aye, motion carried.

Minutes submitted by, Lynne Bauer, Finance Manager/Treasurer



### Protecting The Communities We Live In.

#### 2021 PARKS AND RECREATION GRANT PROGRAM

DIRECTORS

David Benforado Village President Village of Shorewood Hills

> David De Angelis Village Manager Village of Elm Grove

Rebecca Glewen Mayor City of Beaver Dam

> Kathleen Morse Clerk/Treasurer City of Rice Lake

Mark Rohloff City Manager City of Oshkosh

Zach Vruwink Cily Administrator City of Rhinelander

Jerry Deschane Executive Director League of Wisconsin Municipalities

OFFICER

Matt Becker Chief Executive Officer League of Wisconsin Municipalities Mutual Insurance

131 West Wilson Street Sulte 502 Madison, Wisconsin 53703

> p 608,833,9595 f 608,833,8088

matt@lwmml.org www.lwmml.org LWMMI is very excited to announce a special grant for 2021. Since the start of the pandemic, we have seen many people in our communities enjoy the outdoors and our parks at an unprecedented level. These places have been a blessing during these times and LWMMI wants to support our communities and these activities.

To that end, we are announcing a \$1,000,000 parks and rec grant for our members. Below are the details:

#### WHO IS ELIGIBLE TO PARTICPATE?

All current LWMMI members as of the date of this announcement are eligible,

HOW IS THE AMOUNT OF THE LWMMI GRANT DETERMINED FOR EACH MEMBER? CITY of CM PPWU FULLS 911, 253 WWith a minimum of \$500, members will receive a grant calculated on their prorata portion of LWMMI's total direct earned premium for a 12-month period as of 6/30/2021, including premium on all lines of business (Workers Compensation, Liability and Auto Physical Damage).

#### WHAT TYPES OF ITEMS CAN THE GRANT BE USED FOR?

It is really up to you. The only restriction is that it is to be spent on areas considered to be parks and recreation. Examples include, but are not limited to, park benches & tables, landscaping, planted trees, shrubs or flower beds, signage, playground equipment, walking paths, gazebos, etc....

#### DO INSUREDS NEED TO APPLY FOR GRANT?

Nope. LWMMI will automatically calculate individual member grants which will be delivered to them by their agent. Members will not be required to fill out an application or submit receipts to LWMMI.

#### WHAT IF THE INSURED DOES NOT HAVE A PARK OR RECREATION AREA?

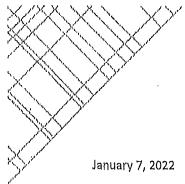
Certain members, such as special districts & others, do not have a designated park or recreation area. That is OK...and they will still receive a grant. However, we encourage them to use the grant to purchase items that will enhance the beauty and useableness of their individual location.

LWMMI is pleased to support this effort and excited to hear about the projects this will support. Please share details or photos of the projects going on in your community as we would love to see the results. As always, thanks for your participation in the program and contact LWMMI or your agent with any questions.

Thanks, Matt Becker, CEO LWMMI

## LWMMI

League of Wisconsin Municipalities Mutual Insurance





Mr. Richard J. Rubenzer, P.E. Director of Public Works/City Engineer/Utility Manager City of Chippewa Falls Engineering Department 30 West Central Street Chippewa Falls, WI 54729

Re: Glen Loch Dam

Repair Bidding and Construction

Dear Mr. Rubenzer:

Thank you for the opportunity to submit this proposal for professional services for engineering services for the Glen Loch Dam repairs. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

#### **Project Description**

The Glen Loch dam has three abandoned sluice's that were plugged with wooden plugs in the 1980's. One of the wood plugs falled and the sluice is free flowing. The sluice's are not needed for spillway capacity and each of the three sluices should be plugged to repair the falled plug and replace the existing two wooden plugs.

#### Scope of Services

- 1. We will assist the City in submittal of a Municipal Dam Grant application to WDNR for potential 50% cost share of the project. We will prepare the application and supporting materials for the City to submit to WDNR for grant reimbursement.
- 2. We will prepare 65% drawings, specifications, and opinion of probable costs for abandonment of the three sluice ways. We will design the abandonment of the sluice's; however, the contractor will be responsible for design of the dewatering system they will use. By requiring the contractor to design the cofferdam (stamped by PE), they can take advantage of their experience as well as available materials they might have to construct a cofferdam. We will review the 65% plans and costs with the City and incorporate their comments into finalize the design
- 3. We will prepare final plans, specifications and cost estimate and prepare the Plan approval application for City signature. We will submit the plan approval application on behalf of the City and we will pay the \$500 permit application fee, which we will be invoiced to City at actual cost.
- 4. Upon receipt of plan approval from the WDNR, we will assist the City bidding the approved repairs. Services include:

- a. Upload project manual to Quest for online bidding. We will also provide the project manual to the Builder's Exchange for publication.
- b. Provide hard copies of Project manual to City and paper bids can also be accepted
- c. Coordinate and attend a prebid meeting
- d. Answer questions during bidding
- e. Prepare addenda if needed
- f. Conduct the on-line bid opening, review bids and provide results to City for Review.
- g. With approval of the low bid from the City, submit received bids to WDNR for approval of the low bidder.
- 5. Once WDNR approves the low bidder, we will issue a notice of award, we will develop contract documents to be executed between the City and the selected contactor and issue a notice to proceed once contractor returns fully executed contracts.
- 6. Construction Phase services include:
  - a. Kickoff meeting with Contractor and City to review contractors plan and schedule.
  - b. Review shop drawings and RFI's
  - c. Submit shop drawings to WDNR as required by permit.
  - d. Process change orders if needed and review payment applications.
  - e. Provide three site visits during construction. We have budget 24 hours for construction observation. If additional site visits are required and previous visits required less than 24 hours, additional site visits if within budget will be provided if needed without a change order from the City.
  - f. Submit progress reports to WDNR as required by the permit.
  - g. Complete a substantial completion visit.
- 7. Project and Grant closeout.
  - a. Following completion of project, we will prepare record drawings for submittal to WDNR
  - b. Prepare grant closeout forms and grant relimbursement forms for submittal by the City

#### Responsibilities of Owner and Others

Owner shall be executing contract with selected general contractor and signing grant reimbursement forms.

#### Additional Services

If additional services are needed, a scope and fee will be provided to the City before incurring services.

#### Time Schedule

The municipal dam grant application will be completed by the March 4<sup>th</sup> submittal due date. The scope of services, through plan approval will be completed within 60 days of notice to proceed or following 60 days from notice of grant award if the Cite prefers. Bidding and Construction phase services will be provided per schedule dictated by receipt of plan approval and per contractor's schedule.

Mr. Rick Rubenzer January 7, 2022 Page 3 of 3

#### Fee

We will perform the above services for an amount equal to the direct labor costs times a factor of 3.1, plus reimbursable expenses and subconsultant charges. The estimated cost of services is \$24,200. We will not exceed an amount of \$24,200 without your prior approval.

#### **Contract Terms and Conditions**

Attached are "Contract Terms and Conditions" which will apply to the services, and which are incorporated into this proposal by reference.

#### Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until February 1, 2022 unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc

City of Chippewa Falls

Owner's Name

Christopher T. Goodwin

Manager – Water Resources

Direct: 715.831.7682

Cell: 715.829.6941

Email: Goodwinc@AyresAssociates.com

Proposed by Owner:

City of Chippewa Falls

Owner's Name

Right Rubenzer

Name

Director of Public Works

Title

Attachments: Contract Terms and Conditions

## AYRES ASSOCIATES CONTRACT TERMS AND CONDITIONS

- 1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.
- 2. Billing and Payment: Involces for Consultant's services shall be submitted to Owner on a monthly basis, involces shall be due and payable within 30 days from date of involce. If any involce is not paid within 30 days, Consultant may, without walving any claim or right against Owner, and without liability whatsoever to Owner, suspended or terminate the performance of services. Accounts unpaid 30 days after the involce date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges,
- 3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
- 4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.
- **5.** Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.
- 6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall turnish a Certificate of insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.
- 7. Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.
- 8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.
- 9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.
- 10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.
- 11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

- 12. Ownership of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.
- 13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.
- 14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provides by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to Issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.
- 15. Termination of Services: This contract may be terminated at any time by either party should the other party fall to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.
- 16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.
- 17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.
- 18. Third Party Benefits: This contract does not create any benefits for any third party.
- 19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.
- 20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.
- 21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.
- 22. Amendments: This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

|              |                   | Replace Existing        | Existing Benches, Add 4 Trash |
|--------------|-------------------|-------------------------|-------------------------------|
|              | Units             | 36                      | <b>₹</b> 36. <b>€</b>         |
|              | <b>Unit Price</b> | \$597.00                | \$597.00                      |
|              | Disc. Price       | \$477.00                | \$465.00                      |
| BENCHES      | Subtotal          | \$17,172.00             | \$16,740.00                   |
| <b>P</b>     |                   |                         |                               |
|              | Units             | 14                      | . 18                          |
|              | Unit Price        | \$507.00                | \$507.00                      |
| WASTE        | Disc. Price       | \$407.00                | \$400.00                      |
| RECEPTACLES  | Subtotal          | \$5,698.00              | \$7,200.00                    |
|              |                   |                         |                               |
|              | Shipping          | \$2,103.47              | \$2,300.00                    |
|              |                   |                         |                               |
|              | Total             | \$24,973.47             | \$26,240.00                   |
|              |                   |                         |                               |
| LESS DONATIO | N                 | (\$21,816.00)           | (\$21,816.00)                 |
|              |                   |                         |                               |
| SHORTFALL    | TID 12            | \$3,157.47              | \$4,424.00                    |
|              |                   | 1                       |                               |
| ** GARBAGE C | OLLECTION         | CHANGE PER PROVIDER BID | CHANGE PER PROVIDER BID       |

#### Other Alternatives

Replace Max per Donation (would eliminate 6-7 benches with expected modification to unit prices. Refuse Donation



6' Essential Series Aluminum Bench without Back - Powder Coated - Black



Executive Series 32 Gallon Square Trash Receptacle - Powder Coated - Black



**Disclaimer:** This map is a compilation of records as they appear in the Chippewa County Offices affecting the area shown and is to be used only for reference purposes.



Highland Products Group, LLC 220 Congress Park Drive, Suite 215 Delray Beach FL 33445 Phone: 561-620-7878

Email: sales@theparkcatalog.com

977, 1395b Salous longer the propert def Merst. Sespolatifik arthur af cellulary are built ind Eddign

Lead times quoted are only estimates and may change due to the volatility and demand of raw materials,

| Product image | Product name  | Item #   | ': QTY | Price    | Your Price | Discount   | Subtotal    |
|---------------|---|----------|--------|----------|------------|------------|-------------|
|               | 6' Essential Series Aluminum Bench without<br>Back - Powder Coated - Black    | 398-9103 | 36     | \$597.00 | \$465.00   | \$4,752.00 | \$16,740.00 |
|               | Executive Series 32 Gallon Square Trash<br>Receptacle - Powder Coated - Black | 398-9123 | 18     | \$507.00 | \$400.00   | \$1,926.00 | \$7,200.00  |

FREIGHTEINCLUDES CALT BEFORE DELIVERY ONLY; ADDIT CHARGES APPLY IF LIFTGATE/OPELO ADING SERVICE IS REQUIRED; OUCTEWALID FOREIT DAYS ONLY; ONCE QUOTE EXPIRES; IT WILL BE SUBJECT TO ANY PRICE/FREIGHT RATE CHANGES AND MUST BE UPDATED PRIOR TO PURCHASE 

| Adjustment Quote                | -\$6,678.00 |
|---------------------------------|-------------|
| Total Discount                  | \$6,678.00  |
| Subtotal                        | \$23,940.00 |
| Shipping & Handling (Excl. Tax) | \$2,300.00  |
| Tax                             | \$0.00      |
| Grand Total                     | \$26,240.00 |

#### - THIS QUOTE COMES WITH A BEST PRICE GUARANTEE -

#### **TERMS & CONDITIONS**

#### SHIPPING:

All merchandise is sold F.O.B. Deliveries are made during normal business hours, 8am - 4pm Monday - Friday. Unless otherwise noted, shipping charges include standard delivery only. Standard shipping charges are for Tailgate delivery to any commercial location on a commercial truck route; the truck driver is under no obligation to help you unload. If you are unable to accept a shipment via this method, you must purchase additional services.

• Additional Services - Residential Delivery, Limited Access Delivery, Construction Site Delivery, Liftgate Service, Inside Delivery, Notify Before Delivery.

· Service Discrepancies - If there is a discrepancy in the services requested and the minimum services required to deliver the product, The Park Catalog

• Service Discrepancies - It there is a discrepancy in the services requested and the himinant services required to deriver the product, the rath Catalog reserves the right to charge the customer for any necessary additional services provided at the time of delivery.

• Inspection of Shipments - It is the customer's responsibility to inspect all deliveries for possible damage, correct quantities and to note any discrepancies on the freight bill PRIOR to signing the delivery receipt provided by the driver. All claims MUST be recorded on the delivery receipt and reported within 48 hours of delivery. The Park Catalog does NOT GUARANTEE replacement parts or products FREE of charge due to concealed or unreported damages

· Assembly May Be Required - Many of our products are shipped unassembled in order to minimize damage and lower freight charges.

#### CANCELLATIONS:

All cancellations must be done prior to shipping. Made-to-Order items already in production may not be cancelled.

We will accept returns of unused products, up to 30 days from the shipping date, subject to ALL of the following terms and conditions:

• Approval - Written approval and instructions must be issued by our Customer Service Department before any merchandise can be returned.

• Shipping Returns - All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.
• Re-Stocking & Shipping Fees - The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect. Original shipping charges will not be refunded.

• Web-Orders - For online orders, The Park Catalog is not responsible if the customer orders incorrect product or colors. All return and restock fees

· Made-to-Order or Personalized - These items are not returnable unless a defect in manufacturing is presented to us with pictures prior to return.

• Force Majeure: No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

| To accept this proposal please Sign Here: |  | Date: |
|---|--|-------|
|---|--|-------|



Paragon Development Systems, Inc. 13400 Bishops Lane Sulle 180 Brockfield, Wisconsin 53005 United States (P) 262-569-5300 Olifolis ((Olofan))

Date
Sep 23, 2021 09:56 AM
CDT

Modified Date
Sep 23, 2021 09:68 AM CDT

Quote #
2166692 - rev 1 of 1

Description
BadgerBook 2021 Server Stand Alone
(Chippewa Falls)

SalesRep
Berner, Dana
(P) 262-569-5366

Customer Contact
Lewis, William
(P) 8082680359

Customer
Wisconsin Elections
Commission (023332)
Lewis, William
212 E Washington Ave, 3rd Floor
Madison, WI 53707
United States
(P) 608) 261-2035

BIII To Wisconsin Elections Commission Schwoerer, Tiffany 212 E Washington Ave, 3rd Floor Madison, WI 63707 United States (P) 608) 261-2035 Ship To Receiving, Shipping 17 W. Main Street, Suite 310 Madison, WI 53703 United States

Payment Method Terms: Credit Card

**Customer PO:** 

Special Instructions:

4 Router Configuration

Terms: Oredit Card Ship Via: FedEx Ground Carrier Account #:

| //-Duscription  1 Engage One 14 Touch All-In-One 141 w/ Stand Alone   | RDANA<br>8WR75US#ABA | enye<br>4 | <b>Valuation</b><br>\$1,759,00 | \$7,036,00           |
|---|----------------------|-----------|--------------------------------|----------------------|
| 2 BadgerBook Server Configuration                                     |                      |           |                                |                      |
| PDS Configuration Services 000522                                     | 000522               | 4         | \$79.00                        | \$316,00             |
| Custom Configuration  | 065306               | 1         | \$0,00                         | \$0.00               |
| Imaging Services  | 09137                | 1         | \$0,00                         | \$0.00               |
| Labeling Services   | 09140                | 1         | \$0,00                         | \$0,00               |
| *Save Boxes* For Shipping   | 499888               | 1         | \$0,00                         | \$0.00               |
| Component Repackaging   | 319621               | 1         | \$0,00                         | \$0,00               |
| WEC IMCT Server BadgerBookAlO 2020                                    | 707176               | 1         | \$0,00                         | \$0,00               |
| WEC PollBook Asset Tag  | 2079676              | 5         | \$0.00                         | \$0,00               |
| Bundle Subtotal  3 E5350 - Wireless router - 802,11a/b/g/n/ac - deskt | E5350                | 1         | \$316,00<br>\$39,00            | \$316.00<br>\$156.00 |

| ¶ Qeseription:  | Partius A. S. A.      |   | linitri irani. | y John   |
|---|-----------------------|---|----------------|----------|
| PDS Configuration Services 000522   | 000522                | 4 | \$29,00        | \$118.00 |
| Labeling Service<br>009140  | 009140                | 1 | \$0.00         | \$0.00   |
| Custom Configuration 065306   | 065306                | 1 | \$0.00         | \$0.00   |
| Component Repackaging   | 319621                | 1 | \$0.00         | \$0,00   |
| WEC PollBook Asset Tag  | 2079676               | 1 | \$0,00         | \$0,00   |
| Bundle Subtotal   |                       | 1 | \$116.00       | \$116.00 |
| 5 32GB DataTraveler G4 USB Flash Drive<br>USB flash drive - 32 GB - USB-C 3.2 Gen 1   | DT70/32GB             | 4 | \$8.00         | \$32,00  |
| 6 Thermal Receipt Paper, 3,125"x230', 10pk  | RPT3,125-230-<br>10PK | 4 | \$35,00        | \$140,00 |
| 7 USB Desktop 320MK Mouse and Keyboard<br>Keyboard and mouse set - USB - US - Smart Buy - for EllteOne 800 G8; Workstation Z1 G8; ZBook Power G8,<br>Studio G8; ZBook Fury 15 G8, 17 G8   | 9SR36UT#ABA           | 4 | \$19.00        | \$76.00  |
| 8 APC Back-UPS Pro BR 1000VA/600W 10Outlets 2USB UPS<br>UPS - AC 120 V - 600 Watt - 1000 VA - USB, serial - output connectors: 10 - black   | BR1000MS              | 4 | \$164.00       | \$656.00 |
| 9 Eleotronio HP Care Paok Next Business Day Hardware Support<br>Extended service agreement - parts and labor - 4 years - on-site - 9x5 - response time; NBD - for Engage Clean<br>Mount; Engage Go Jacket; Engage One Pro Advanced Fan-less Hub, VESA hub | UL589E                |   | \$119.00       | \$476.00 |

Subtotal: \$9,004.00 Tax (,0000%): \$0,00 Shipping: \$0,00 Total: \$9,004.00

#### **Terms and Conditions**

Unless a specific Master Services & Product Sales Agreement is in effect between the parties, this quote is subject to PDS Terms & Conditions which can be viewed at <a href="http://www.shoppds.com/termsofsale.aspx">http://www.shoppds.com/termsofsale.aspx</a>

Shipping and tax amounts are estimated.

Purchases made by credit card may be subject to a 3% Convenience Fee at the time of involcing.

PDS has been notified by numerous technology manufacturers that pricing is subject to rapid change due to global component shortages and related price increases. This situation is not unique to PDS.

Please contact your sales team with additional questions.



Paragon Development Systems, Inc. 13400 Blahops Lane Sulte 190 Brockfield, Wisconsin 53005 United States (P) 262-569-5300

|     | Quote: (Open:// E  | Expined)                      |
|-----|--|-------------------------------|
|     | Date<br>Sep 23, 2021 10:13 AM<br>CDT                         | Expiration Date<br>10/23/2021 |
| 100 | Modified Date<br>Nov 01, 2021 10:52 AM CD                    | T                             |
|     | Quote #<br>2166703 - rev 1 of 1                              |                               |
|     | Description<br>2021 BadgerBook Stand Aid<br>(Chippewa Falls) | one Clients                   |
|     | <b>SalesRep</b><br>Berner, Dana<br>(P) 262-569-5366          |                               |
|     | Customer Contact<br>Rossman, Steve<br>(P) 608-261-2002       |                               |

Customer
Wisconsin Elections
Commission (023332)
Rossman, Steve
212 E Washington Ave, 3rd Floor
Madison, WI 63707
United States
(P) 608) 261-2035

Bill To Wisconsin Elections Commission Schwoerer, Tiffany 212 E Washington Ave, 3rd Floor Madison, WI 53707 United States (P) 608) 261-2035

Ship To Receiving, Shipping 17 W. Main Street, Suite 310 Madison, WI 53703 United States Payment Method Terms: Credit Card

| Customer PO:          | • | Terms:      | Ship Via:          |
|-----------------------|---|-------------|--------------------|
| 1                     |   | Oredit Oard | Other PDS          |
| Special instructions: |   |             | Carrier Account #: |

| 62 |  |             |                         |                 |   |
|----|--|-------------|-------------------------|-----------------|---|
| Ш  |  | Part II     | ACCUPATION AND ADDRESS. | in a series of  | Manager of the State of State |
| 1  | Engage One 14 Touch All-In-One 141 w/ Stand Alone  | 8WR75US#ABA | 16                      | \$1,759,00      | \$28,144.00   |
| 2  | Client BadgerBook Configuration  |             |                         |                 | •   |
|    | PDS Configuration Services   | 000522      | 16                      | \$79.00         | \$1,264.00  |
|    | Imaging Services   | 09137       | 1                       | \$0 <b>.0</b> 0 | \$0.00  |
|    | Labeling Services  | 09140       | 1                       | \$0,00          | \$0,00  |
|    | *Save Boxes* For Shipping  | 499888      | 1                       | \$0,00          | \$0,00  |
|    | Component Repackaging  | 319621      | 1                       | \$0,00          | \$0.00  |
|    | WEC PollBook Asset Tag   | 467736      | 5                       | \$0,00          | \$0,00  |
|    | WEC IMCT BadgerBookAlO 2020  | 386781      | 1                       | \$0.00          | \$0,00  |
| ٠  | Bundle Subtotal  |             | 1                       | \$1,264.00      | \$1,284.00  |
| 3  | HP Desktop 320MK Keyboard and mouse set - USB - US - Smart Buy - for EliteOne 800 G8; Workstation Z1 G8; ZBook Power G8, Studio G8; ZBook Fury 15 G8, 17 G8  | 9SR36UT#ABA | 16                      | \$19.00         | \$304.00  |
| 4  | 4yr 9x5 NBD Onsile Support Upgrade, Relail Pkg<br>Extended service agreement - parts and labor - 4 years - on-sile - 9x5 - response time; NBD - for Engage Go<br>Jacket; Engage One Pro Advanced Fan-less Hub, Column Hub, Slim VESA, VESA hub | UL689E      | 16                      | \$11,9.00       | \$1,904,00  |

Subtotal: \$31,616.00 Tax (.0000%): \$0,00 Shipping: \$0,00 Total: \$31,616.00

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Shipping and tax amounts are estimated.

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HDX

70 Gal. Tough Storage Tote with Wheels in Black with Yellow Lid

\*\* \* \* (18912) V Questions & Answers (573)



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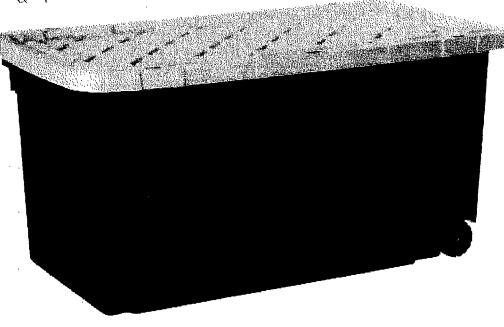
69.98 × 10 = 699.80











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|                         |                            |                           | 2022 OMITTED             | BUDGET REQUES                     | 2022 OMITTED BUDGET REQUESTS - OCTOBER 21, 2021  |
|-------------------------|----------------------------|---------------------------|--------------------------|-----------------------------------|--|
| DEPARTMENT              | OTHER<br>FUNDING<br>SOURCE | POTENTIAL<br>BOND FUNDING | 2022 APPROVED<br>FUNDING | 2022<br>Request/Estimated<br>Cost | -di  |
|                         |                            |                           |                          |                                   |  |
| CITY CLERK - ELECTIONS  |                            |                           |                          | \$ 33,500                         | 16 BADGER BOOK STATIONS - ELECTRONIC POLL BOOK SOFTWARE  |
| TOTAL                   |                            |                           |                          | \$ 33,500                         |  |
|                         |                            |                           |                          |                                   |  |
| DATA PROCESSING         |                            |                           |                          | \$ 16,000                         | 16,000 REPLACEMENT OF PC'S   |
|                         |                            |                           |                          | \$ 10,000                         | REPLACEMENT OF 29 MITEL PHONES   |
|                         |                            |                           |                          | 000'8 . \$                        | CITY HALL SESCURITY CAMÉRAS  |
|                         | \$ 11,100                  |                           |                          | \$ 11,100                         | COUNCIL CHAMBERS POLYCOM REPLACEMENT (\$5,200-\$11,100)  |
| TOTAL                   |                            |                           |                          | \$ 45,100                         |  |
|                         |                            |                           |                          | . 1                               |  |
| FIRE DEPARTMENT         |                            |                           |                          | \$ 5,500                          | CHIP SEAL COATING OF ASPHALT SURFACES AT STATION #1.   |
|                         | \$ 30,500                  |                           |                          | 30,500                            | COMMAND VEHICLE - REPLACE 2011 FORD F-150  |
|                         | \$ 15,000                  |                           |                          | \$ 15,000                         | FIRE INSPECTOR VEHICLE - REPLACE 2013 FORD EXPLOREŘ (EST: COST, REFLECTS TRADE-IN OF \$15,000) |
| TOTAL                   |                            |                           |                          |                                   |  |
|                         |                            |                           |                          |                                   |  |
| PARKS & RECREATION DEPT | •                          |                           |                          | \$ 31,000                         | DEPT ADMINISTRATIVE VEHICLE  |
|                         |                            |                           |                          | \$ \$1,583                        | LARGE MAMINAL EXHIBIT IMPROVEMENTS   |
|                         |                            |                           |                          | \$\$,000                          | NEW MAINTENANCE WORKSHOP   |
|                         |                            |                           |                          | 006'6 \$                          | ROBOTIC POOL CLEANER   |
|                         |                            |                           |                          | \$ 15,000                         | TREE PLANTING (REQUEST FOR \$1,500-\$15,000)   |
| TOTAL                   |                            |                           |                          | \$ 144,883                        |  |
|                         |                            |                           |                          |                                   |  |
| PLANNING                |                            |                           |                          | \$ 32,000                         | COMPREHENSIVE PLAN UPDATE  |
| TOTAL                   |                            |                           |                          | \$ 32,000                         |  |
|                         |                            |                           |                          |                                   |  |
| POLICE DEPARTIMENT      | 000′6 \$                   |                           |                          | 000'6 \$                          | 9,000 BRONE - TO BE FUNDED THROUGH DONATIONS   |
|                         |                            |                           |                          | 3                                 | INSTALLATION/SET-UP OF NEW WATCHGUARD IN-CAR AND BODY CAMERA WEB-BASED SYSTEM                  |
|                         |                            |                           |                          | \$ 38,000                         | INVESTIGATOR SQUAD REPLACEMENT   |
|                         |                            |                           |                          | خ .                               | FRONT WALL REPLACEMENT/REINFORCEMENT   |
|                         |                            |                           |                          | \$ 52,500                         | FLOORING (REQUEST FOR \$20,500-\$52,500)   |
| TOTAL                   |                            |                           |                          | \$ 99,500                         |  |
|                         |                            |                           |                          |                                   |  |
| STREET DEPT             |                            |                           |                          | \$ 11,000                         | PEA GRAVEL (OVER BUDGET \$10,000 LAST 4 YRS BUT OFFSET BY GAS/DIESEL/OIL BUDGET TO DATE)       |
|                         |                            |                           |                          | \$ 10,400                         | JANITORIAL SERVICES (Recurring costs)  |
|                         |                            |                           |                          | \$ 25,000                         | OIL - (OVER BUDGET \$20,000 LAST 4 YRS BUT OFFSET BY GAS/DIESEL/OIL BUDGET TO DATE)            |
| TOTAL                   |                            |                           |                          | \$ 46,400                         |  |
|                         |                            |                           |                          |                                   |  |
| CITY HALL               |                            |                           |                          | \$ 36,000                         | CITY HALL SPLIT SYSTEMS OUTDOOR/INDOOR UNITS   |
|                         |                            |                           |                          | \$ 36,000                         |  |
| TOTALS                  | \$ 65,600                  | \$ -                      | \$                       | \$ 488,383                        |  |

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