CITY OF ANTIGO

FINANCE, PERSONNEL, AND LEGISLATIVE COMMITTEE MEETING

MULTI-PURPOSE ROOM	Wednesday, March 21, 2018
CITY HALL, 700 EDISON STREET	6:00 PM

Call to Order

Discussion and Action May Occur on Any of the Following Agenda Items:

1. Approval of the Minutes from the February 21, 2018 Meeting
2. Request for $600 to Defay Cost of Brochures and Posters for Music in the Park 2018
3. CIP Funds for New Cardiac Monitors
3. CIP Funds for New Cardiac Monitors
5. Fire Department Kitchen Update
6. Municipal Advisor Disclosure for MSA Professional Services

Any Other Matters Authorized by Law to be Considered

Adjournment

Action Items

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact Jaime Horswill, 700 Edison Street, Antigo, Wisconsin 54409. (715) 623-3633 extension 100. Members of and possibly a quorum of members of other governmental bodies may be in attendance to gather information. Any governmental body other than that specifically referred to above will take no action.

DATE MAILED: March 15,2018 BILL BRANDT

February 28,02018

To All Members of the Finance Committee

RE: Music in the Park
Funding for Brochures and posters

To Those Concerned:

This letter is being written to request funding for our brochures and for the posters for 2018 Music In The Park. We were very happy that you were able to help us out last year in funding for these items. We gave out over 5000 pamphlets and 50 posters. Every one was very happy with them and appreciated being able to give them to friends. I know that they were distributed far and wide, some went to Lakewood, Wausau White Lake and many other places in and around our county. I have already had requests from people that I mail them some in Rhinelander and elsewhere.

We do greatly appreciate any help that you are able to give to Music in the Park. We are requesting $600.00 to help defray the costs of the brochures and posters, as you have done in the past. I certainly do hope that it is helping to bring more people from out of town and that it is benefiting the Antigo businesses.

With Sincere Thanks

Sharon J. Gibson
Secretary, Music in the Park

"Antigo Area on the go"

To: Mayor and City Council

From: Jon Petroskey, Fire Chief

Date: March 21, 2018

Re: CIP Funds for New Cardiac Monitors

We have been setting CIP money aside for several years to purchase new cardiac monitors. I have a quote from Zoll Medical Corporation for new monitors with the National Association of State Procurement Officials (NASPO) pricing agreement which the State of Wisconsin is part of for state pricing.

We currently have three older monitors that we will be trading-in and one newer monitor that we will be upgrading. The one monitor is a 2013 which is the same model as the quoted monitors. The new monitors will have the capability of carbon monoxide monitoring in the blood stream along with the monitor getting the upgrade.

Feel free to contact me if you have questions.

ZOLL Medical Corporation
Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: City of Antigo Fire Department

700 Edison Street
Antigo, WI 54409
Attn: **Jon Petroskey**

email: jpetroskey@antigo-city.org
Tel: 715-623-3633 x142

QUOTATION 269098 V:2

DATE: March 12, 2018

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231011-01	**X Series ® Manual Monitor/Defibrillator $14,995** with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. **Accessories Included:** • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide • **One (1)-year EMS warranty** **Advanced Options:** **Real CPR Help Expansion Pack $995** CPR Dashboard quantitive depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering **ZOLL Noninvasive Pacing Technology: $2,550**	3	$40,020.00	$32,816.40	$98,449.20 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which accompany this quote. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions shall have no force or effect except to the extent agreed in writing by ZOLL.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. **PRICES QUOTED ARE VALID UNTIL APRIL 30, 2018.**
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Daniel Brehm
EMS Territory Manager
800-242-9150, x9891

Attachment: Zoll Cardiac Monitors (2021 : Cardiac Monitors)

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
		Masimo Pulse Oximetry **SP02 & SpCO $4,540** • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) **NIBP Welch Allyn includes: $3495** • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff **End Tidal Carbon Dioxide monitoring (ETCO2) $4,995** **Oridion Microstream Technology:** Order required Microstream tubing sets separately **Interpretative 12- Lead ECG: $8,450** • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set					
2	8000-0341	**SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)**	4	$245.00	$200.90	$803.60	*
3	8000-000371	**SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)**	4	$845.00	$692.90	$2,771.60	*

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4	8000-000372	SpO2/SpCO/SpMet Rainbow DCI Reusable Sensor, Pedi	4	$845.00	$692.90	$2,771.60	*
5	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	3	$157.50	$129.15	$387.45	*
6	8000-0580-01	Six hour rechargeable Smart battery	7	$495.00	$405.90	$2,841.30	*
7	5001-9928	ZOLL E Series w/Pacing, 12 lead + 3 parameters or more Trade-In	3		($3,500.00)	($10,500.00)	**
8	7508-000007-01 S/N: AR13G004904	Upgrade, SPCO, X Series	1	$3,431.25	$2,813.62	$2,813.62	*
9	8707-000502-01	Accessory carry case, Printer Chute with Single Zipper, X Series	1	$495.00	$405.90	$405.90	*
10	REUSE-11-2MQ	Welch Allyn REUSE-11L-2MQ Cuff, Adult, 2-Tube, Twist lock connector	2	$52.50	$43.05	$86.10	*
11	REUSE-12-2MQ	Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist lock connector	2	$52.50	$43.05	$86.10	*

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		***Reflects National Association of State Procurement Officials (NASPO) Contract Pricing. Master Contract #SW300.** ****Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.** ****Trade value guaranteed only through April 30, 2018.**				

TOTAL **$100,916.47**

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ZOLL QUOTATION GENERAL TERMS & CONDITIONS

1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract" the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

3. TERMS OF PAYMENT. Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

5. TAXES & FEES. The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

6. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation: (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment: (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. SOFTWARE LICENSE. (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth, (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein, (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation, (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATIONS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that be instituted against the Customer for alleged infringement of any United States patents or copy related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corpor provided that (i) such alleged infringement consists only in the use of such Equipment or the Softwa itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corpo through counsel of its choice, to answer the charge of infringement and defend such suit, and (ii Customer gives ZOLL Medical Corporation all requested information, assistance and authority at Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporatio pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any inc special, or consequential damages resulting from any such infringement.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined b Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shorta any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ter day period, the shipment shall be conclusively deemed to have been complete.

12. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Me Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from Medical Corporation to return a product for credit, the Customer shall be subject to a restocking cl of twenty percent (20%) of the original list purchase price, but not less than $50.00 per product. (c such change in delivery caused by the Customer that causes a delivery date greater than six (6) m from the Customer's original order date shall constitute a new order for the affected Equipme determining the appropriate list price.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive la the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and ser delivered pursuant to the Contract will be produced and supplied in compliance with all applicable and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 193 amended. (b) The Customer shall be responsible for compliance with any federal, state and local and regulations applicable to the installation or use of the Equipment furnished hereunder, and will o any permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Me Corporation may decline to make further shipments or render any further warranty or other ser without in any way affecting its right under such order. If despite any default by Customer, ZOLL Me Corporation elects to continue to make shipments its action shall not constitute a waiver of any defa the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any default. No claim or right arising out of a breach of the Agreement by the Customer can be discharg whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciati supported by consideration and is in writing signed by ZOLL Medical Corporation.

16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer witho prior written consent of ZOLL Medical Corporation, and any assignment without such consent sh null and void.

17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrie agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corpor Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Me Corporation the right, without liability to repossess the Equipment, with or without notice, and to itself of any remedy provided by law.

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

VETERAN'S EMPLOYMENT - If this order is subject to Executive Order 11710 an rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set at 41 CFR 60-250.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - if this order is subject to Section 503 o Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Lab issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

EQUAL OPPORTUNITY EMPLOYMENT - if this order is subject to the provisio Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of L issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby inc as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance b Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face h After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corpo and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Me Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

20. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpret accordance with the laws of the Commonwealth of Massachusetts. This constitutes the agreement between Buyer and Supplier with respect to the purchase and sale of the Products desc in the face hereof, and only representations or statements contained herein shall be binding Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of perform rendered pursuant hereto shall not be relevant to determine the meaning of this writing even thoug accepting or acquiescing party has knowledge of the nature of the performance and opportuni objection. No addition to or modification of any of the terms and conditions specified herein sha binding upon Supplier unless made in writing and signed by a duly authorized representative of Sup The terms and conditions specified shall prevail notwithstanding any variance from the terms conditions of any order or other form submitted by Buyer for the Products set forth on the face o Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules days notice.

"Antigo Area on the go"

To: Mayor and City Council

From: Jon Petroskey, Fire Chief

Date: March 21, 2018

Re: Fire Department Kitchen Update

For the 2018 budget there is money set aside to update the fire department kitchen. In January this committee approved to waive the bidding requirements and approved me to get at least three quotes. I was able to get four quotes and the lowest quote is from Elite Custom Cabinetry in Weston. I have attached a spreadsheet reflecting the quotes that were submitted.

My intention was to go with a solid surface countertop but the cost is out of range so I recommend going with Elite Custom Cabinetry and a Laminate Countertop at a cost of $9,338. I have $10,000 in the CIP for this project and all quotes do not include a faucet, sink strainer or electrical and plumbing connections. I am requesting to use the CIP funds up to the $10,000 limit for these items. If there is an overrun above the $10,000 I would use my operational budget.

Feel free to contact me if you have questions.

	Laminate Counter	Cabinet work	Install	Total
Top Shelf Cabinetry	1,857.38	7,921.57	450.00	**$ 10,228.95**
Dombeck Custom Cabinets	2,650.00	7,000.00	Included	**$ 9,650.00**
Adam Nicholson Woodworks	2,581.00	13,830.00	Included	**$ 16,411.00**
Elite Custom Cabinetry	2,872.00	5,088.00	1,378.00	**$ 9,338.00**

	Solid Surface Counter	Cabinet work	Install	Total
Top Shelf Cabinetry	4,893.62	7,921.57	350.00	**$ 13,165.19**
Dombeck Custom Cabinets	5,282.00	7,000.00	Included	**$ 12,282.00**
Adam Nicholson Woodworks	7,344.00	13,830.00	Included	**$ 21,174.00**
Elite Custom Cabinetry	7,258.00	5,088.00	1,378.00	**$ 13,724.00**

Solid Surface Counter Tops
Top Shelf - Quarts
Dombeck - Granite
Adam Nicholson - Quartz
Elite Custom Cabinetry - Quarts/Granite

6005 Mesker St

CUSTOM CABINETRY

Name / Address
City of Antigo Fire Department 700 Edison St Antigo, WI 54409

Estimate

Date	Estimate #
3/5/2018	1615

Description	Qty	Rate	Total
Solid surface counter top Corian		4,127.00	4,127.00
Quartz/Granite Counter top		6,831.00	6,831.00
SS under mount in corian or solid surface		427.00	427.00
HD Laminate counter top with install		2,137.00	2,137.00
SS sink undermount		735.00	735.00
Garbage Pull out		420.00	420.00
New Pantry Cabinets with pull outs		2,619.00	2,619.00
Clean and top coat cabinet doors		1,470.00	1,470.00
New hinges on doors		579.00	579.00
Install all product		1,378.00	1,378.00
New cabinetry replacing current layout		12,140.00	12,140.00

Total $32,863.00

Top Shelf Cabinetry L.L.C

806 South Superior Street (US Hwy 45)
Suite 1 ~ Antigo, WI 54409
Ph: 715-623-4694 ~ Fax: 715-627-0917
E-mail: mh@topshelfcabinet.com

Quote

02/08/2018
Job Name: Antigo Fire Department

Cabinet refinish, adding new pantries, Laminate countertops, replace hinges

Included in this estimate:
Antigo Fire Department Kitchen Area
Removal of 57" of base and wall cabinets and replace with 3 pantries and 1 wall cabinet. Remove doors drawer fronts bring back to shop and refinish. Brush on new clear finish and touchup stain of the existi boxes on site. Replace and update existing cabinet hinges to concealed soft-close. Add in double bin do mounted wood trash pullout. Quoted with standard edge laminate countertops (choice of color) and st steel double bowl undermount sink.

Refinish existing cabinety, replace hinges, add trash pullout:
Additional Pantries & Wall Cabinet:
Standard edge laminate countertops Kitchen:
Stainless Steel Undermount Sink double equal bowl:
Installation of cabinetry and laminate tops.

Tax Exempt:
Total Cost:

Items not included in this estimate:
Sink Strainer assemblies are not included.
Handles/Knobs are not included in this estimate. I have a full line of hardware available at my showroom but cost varies by choice.
Plumbing & Appliances, plumbing and electrical are not included in this estimate.

60% downpayment is required balance due on installation
(Credit/debit cards are accepted for an additional cost.)

I have received a copy of Top Shelf Cabinetry L.L.C. 's Terms and Conditions document and I agree to them.

Signature_____ Date_____

s and
ng cabinet
or
ainless

$3,281.65
$4,639.92
$1,222.38
$635.00
$450.00

$0.00
$10,228.95

Top Shelf Cabinetry L.L.C

806 South Superior Street (US Hwy 45)
Suite 1 ~ Antigo, WI 54409
Ph: 715-623-4694 ~ Fax: 715-627-0917
E-mail: mh@topshelfcabinet.com

Quote

02/08/2018
Job Name: Antigo Fire Department

Cabinet refinish, adding new pantries, Quartz countertops, replace hinges

Included in this estimate:
Antigo Fire Department Kitchen Area
Removal of 57" of base and wall cabinets and replace with 3 pantries and 1 wall cabinet. Remove doors drawer fronts bring back to shop and refinish. Brush on new clear finish and touchup stain of the existir boxes on site. Replace and update existing cabinet hinges to concealed soft-close. Add in double bin do mounted wood trash pullout. Quoted with Quartz Countertops (choice of 2 colors) and stainless steel double bowl undermount sink.

Refinish existing cabinety, replace hinges, add trash pullout:
Additional Pantries & Wall Cabinet:
Quartz Countertops (choice of 2 colors) countertops Kitchen:
Stainless Steel Undermount Sink double equal bowl:
Installation of cabinetry.

Tax Exempt:
Total Cost:

Items not included in this estimate:
Sink Strainer assemblies are not included.
Handles/Knobs are not included in this estimate. I have a full line of hardware available at my showroom but cost varies by choice.
Plumbing & Appliances, plumbing and electrical are not included in this estimate.

60% downpayment is required balance due on installation
(Credit/debit cards are accepted for an additional cost.)

I have received a copy of Top Shelf Cabinetry L.L.C. 's Terms and Conditions document and I agree to them.

Signature_____ Date_____

s and
ng cabinet
or

$3,281.65
$4,639.92
$4,518.62
$375.00
$350.00

$0.00
$13,165.19

Adam Nicholson Woodworks and Carpentry Inc.

W7460 Hwy 64
Antigo, WI 54409
715-216-7289

This Agreement for Professional Services is entered into by and between Adam Nicholson Woodworks & Carpentry Inc. a Wisconsin Corporation, (Wisconsin Dwelling Contractor Certification #1341976) hereinafter called Adam Nicholson Woodworks & Carpentry Inc. or "Contractor", and the party signing below, hereinafter called "Owner", governing work to be performed on the property and building located at 700 Edison St., Antigo WI 54409

FOR: Replace Kitchen Countertops

Adam Nicholson Woodworks & Carpentry Inc. shall furnish all labor and materials to perform the work described in the following specifications and attached drawings, and incorporated by reference as part of this Contract and any Addendum attached hereto.

Work

Adam Nicholson Woodworks & Carpentry Inc. will remove existing and haul away existing laminate tops and furnish and install new countertops to the perimeter of the kitchen.

High resolution plastic laminate with round principle edge: **$2,092.00**

Quartz with double round edge: **$6,129.00**

Adam Nicholson Woodworks & Carpentry Inc. will remove existing and haul away existing island laminate top and furnish and install new countertop to the kitchen island.

High resolution plastic laminate with round principle edge eased corners: **$489.00**

Quartz with double round edge: **$1,215.00**

Notes:
I priced the island separately from the perimeter countertops in case you wanted to go with laminate on the perimeter and quartz for the island.
The quartz I priced was in the middle of the price range. There are cheaper and more expensive options.

Contract

This construction Contract is entered into on ____/____2018, by and between Adam Nicholson Woodworks & Carpentry Inc., Wisconsin Dwelling Contractor Certification #1341976 hereinafter called Contractor or Adam Nicholson Woodworks & Carpentry Inc., and the party signing below, hereinafter called Owner.

The above specifications, conditions, and job material selection sheets are satisfactory and are hereby accepted. You are authorized to purchase materials and proceed with this job as specified in this proposal.

Adam Nicholson Woodworks & Carpentry Inc. shall furnish all labor and materials to do the work described in the above specifications and Owner agrees to pay Adam Nicholson Woodworks & Carpentry Inc. as follows:

See above pricing

- Perimeter countertops selected: (Laminate/Quartz) $_____
- Island countertop selected: (Laminate/Quartz) $_____
- Total Amount: $_____

TOTAL CONTRACT PRICE:

$_____

ATTENTION: Adam Nicholson Woodworks & Carpentry Inc. will do only that work which is written in the above specifications for the above agreed amount. The terms and conditions as stated are part of this Contract.

Please be advised that your signature is formal acceptance of the terms and conditions of this agreement and your failure to comply with the terms stated herein will be considered a breach of the contract.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

_____/____/____
(Owner's signature)

_____/____/____
(Owner's signature)

Owner(s) acknowledge receipt of a copy of this Contract, and that they have read and understand the terms of this Contract and the payment schedule for this job.

_____/____/____
(Adam Nicholson Woodworks & Carpentry Inc.)

Adam Nicholson Woodworks and Carpentry Inc.

W7460 Hwy 64
Antigo, WI 54409
715-216-7289

This Agreement for Professional Services is entered into by and between Adam Nicholson Woodworks & Carpentry Inc. a Wisconsin Corporation, (Wisconsin Dwelling Contractor Certification #1341976) hereinafter called Adam Nicholson Woodworks & Carpentry Inc. or "Contractor", and the party signing below, hereinafter called "Owner", governing work to be performed on the property and building located at 700 Edison St, Antigo WI 54409

FOR: kitchen remodel/refinishing

Adam Nicholson Woodworks & Carpentry Inc. shall furnish all labor and materials to perform the work described in the following specifications and attached drawings, and incorporated by reference as part of this Contract and any Addendum attached hereto.

Work

Adam Nicholson Woodworks & Carpentry Inc. will remove the existing 2 base and 2 upper kitchen cabinets on the south end of the west wall to make an opening for new pantry and store at the job site.

Adam Nicholson Woodworks & Carpentry Inc. will custom build a pantry measuring 57 3/4"w X 84"h X 24"d.
Pantry will have 6 doors with 3 hardwood roll-outs per door.
Pantry will be built, stained and finished to match existing kitchen.
Pantry will have soft close hinges and full extension slides on the roll-outs.

Adam Nicholson Woodworks & Carpentry Inc. will furnish and install a new European cup style soft close hinges to all kitchen cabinet doors.
Installation will include removal of doors, drilling of cup hinges, installation of new hinges, remounting doors and adjusting doors to opening

.

Adam Nicholson Woodworks & Carpentry Inc. will furnish and install 1 new coat(s) of vinyl catalyzed sealer and 1coat of pre-catalyzed lacquer on the kitchen cabinet face frames, cabinet doors and drawer fronts.

All finishes will be sprayed.

The doors and drawer fronts will be remove, taken to my shop and refinished there. The cabinet face frames will be finished on site.

Adam Nicholson Woodworks & Carpentry Inc. will wash down, woodwork, doors and framework in the proposed work area to remove all grease, oil, smoke, grime, etc. to prep for refinishing. After cleaning, all surfaces that are not to be refinished will be masked off with either masking paper or 2 mil. plastic.

Adam Nicholson Woodworks & Carpentry Inc. will furnish and install temporary plastic wall/barrier with temporary exhaust during onsite refinishing.

Adam Nicholson Woodworks & Carpentry Inc. will furnish and install:

- Build 2 new doors below kitchen sink.
- Stain and finish to match existing.
- Install roll-out double garbage can in island cabinet.

Contract

This construction Contract is entered into on ____/____/2018, by and between Adam Nicholson Woodworks & Carpentry Inc., Wisconsin Dwelling Contractor Certification #1341976 hereinafter called Contractor or Adam Nicholson Woodworks & Carpentry Inc., and the party signing below, hereinafter called Owner.

The above specifications, conditions, and job material selection sheets are satisfactory and are hereby accepted. You are authorized to purchase materials and proceed with this job as specified in this proposal.

Adam Nicholson Woodworks & Carpentry Inc. shall furnish all labor and materials to do the work described in the above specifications and Owner agrees to pay Adam Nicholson Woodworks & Carpentry Inc. as follows:

TOTAL CONTRACT PRICE $13,830.00
DOWN PAYMENT $4,830.00
CASH DUE ON DAY OF COMPLETION
OF THIS JOB $9,000.00

ATTENTION: Adam Nicholson Woodworks & Carpentry Inc. will do only that work which is written in the above specifications for the above agreed amount. The terms and conditions as stated are part of this Contract.

Please be advised that your signature is formal acceptance of the terms and conditions of this agreement and your failure to comply with the terms stated herein will be considered a breach of the contract.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

_____/____/____
(Owner's signature)

Owner(s) acknowledge receipt of a copy of this Contract, and that they have read and understand the terms of this Contract and the payment schedule for this job.

_____/____/____
(Adam Nicholson Woodworks & Carpentry Inc.)

NOTICE OF RIGHT OF CANCELLATION

Notice of Cancellation Date _____/_____/_____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, and goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

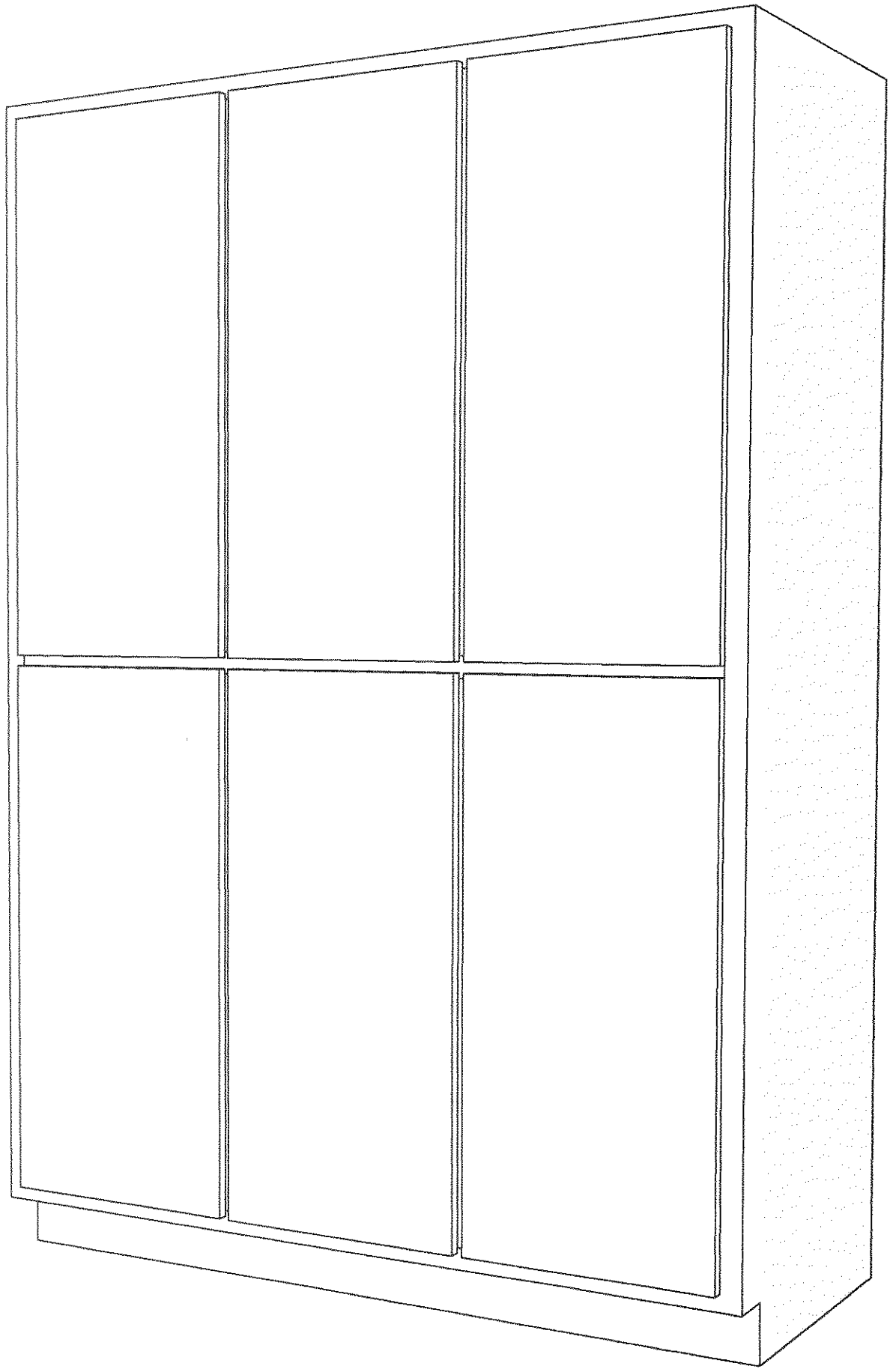
To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram or FAX to:

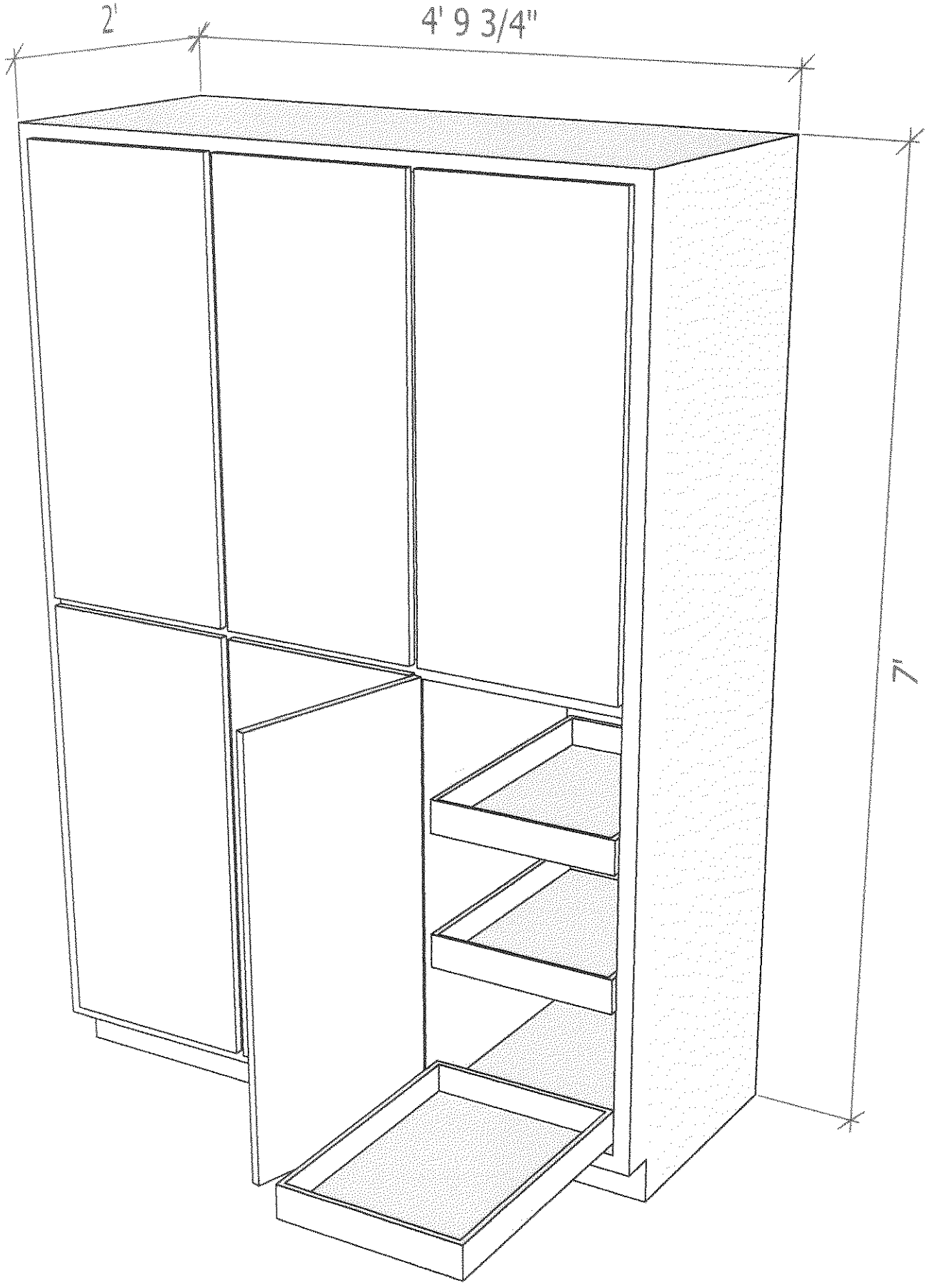
Adam Nicholson Woodworks & Carpentry Inc., W7460 Hwy 64, Antigo Wisconsin, 54409

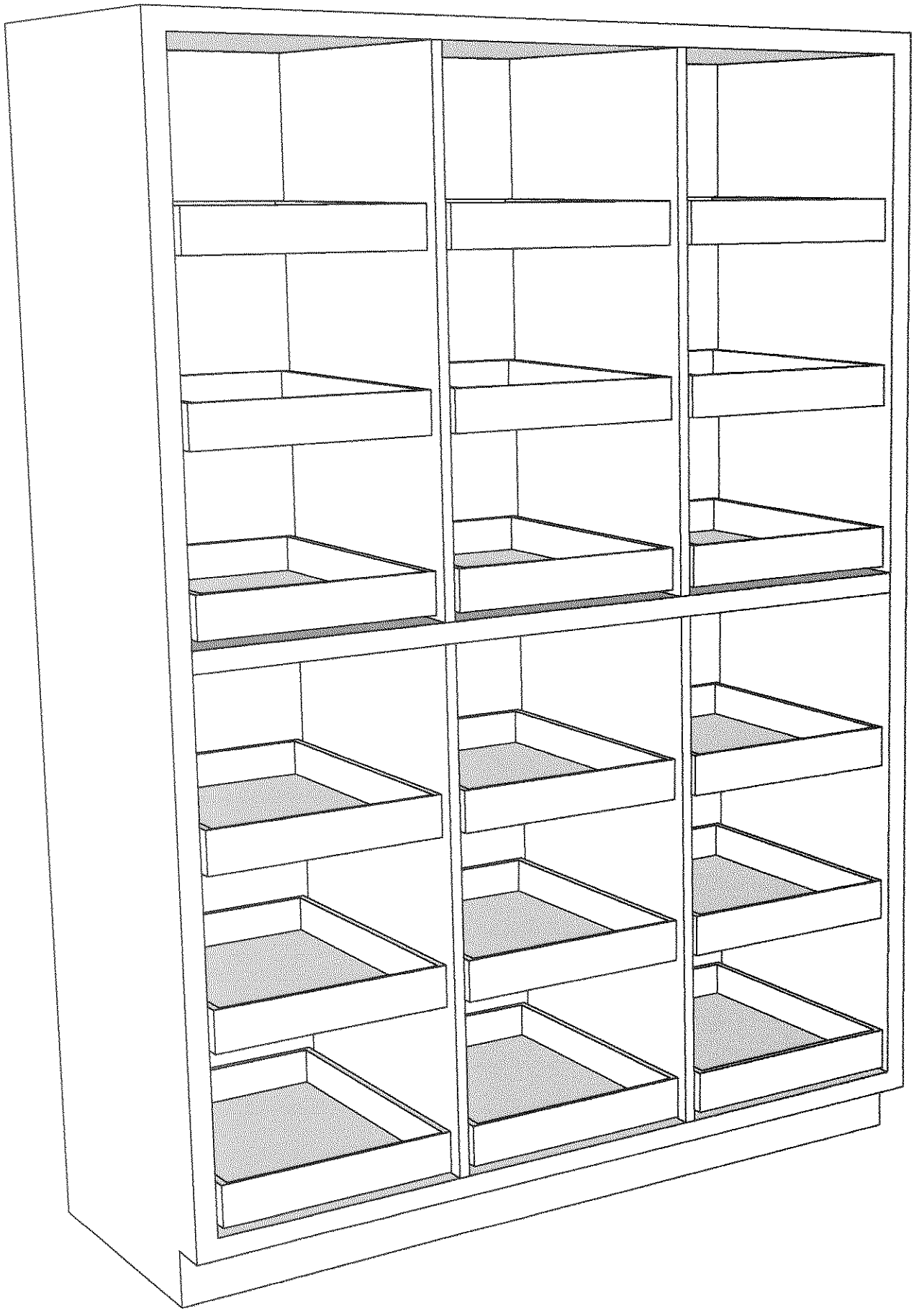
Not later than midnight of _____/_____/_____

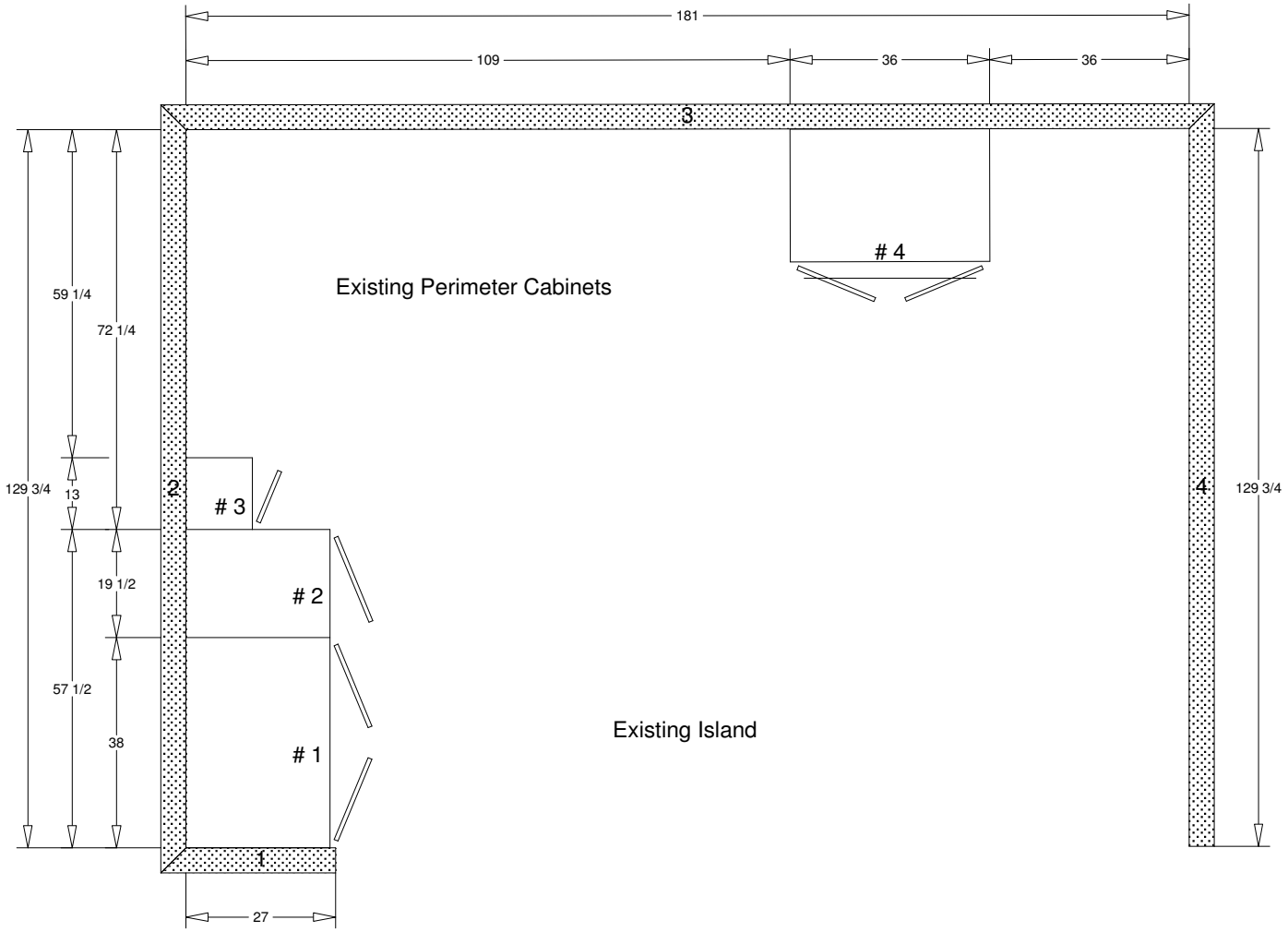
I hereby cancel this transaction:

_____/_____/_____
(Buyer's signature)







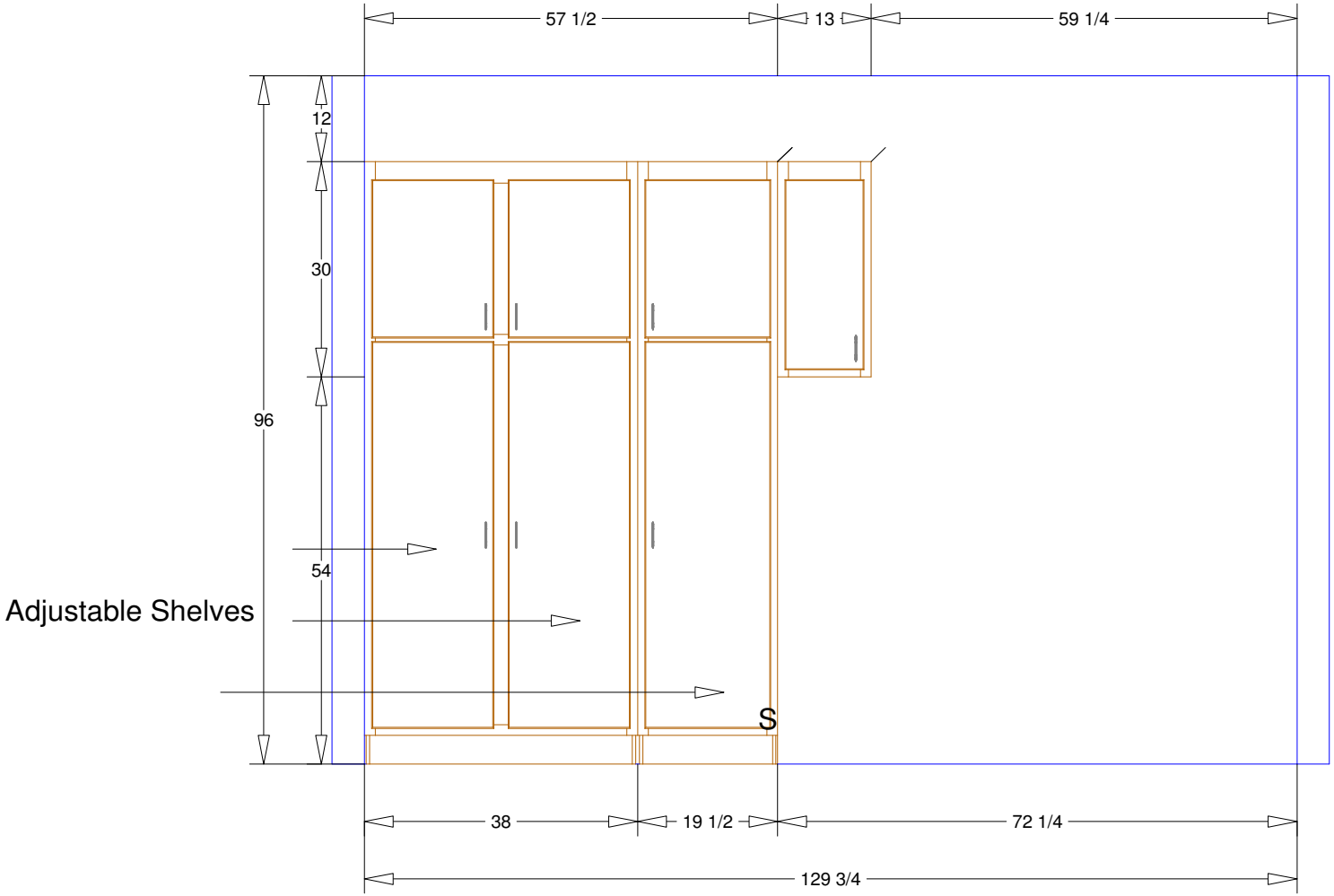


Dombeck
CUSTOM CABINETS
9409 Main Street, Wittenberg WI 54499
Phone: 715-454-7001

Customer: Antigo Fire Department

Job Number 2459-18 Antigo Fire department Project: Kitchen Remodel

02/12/18 Sheet 1 of 3

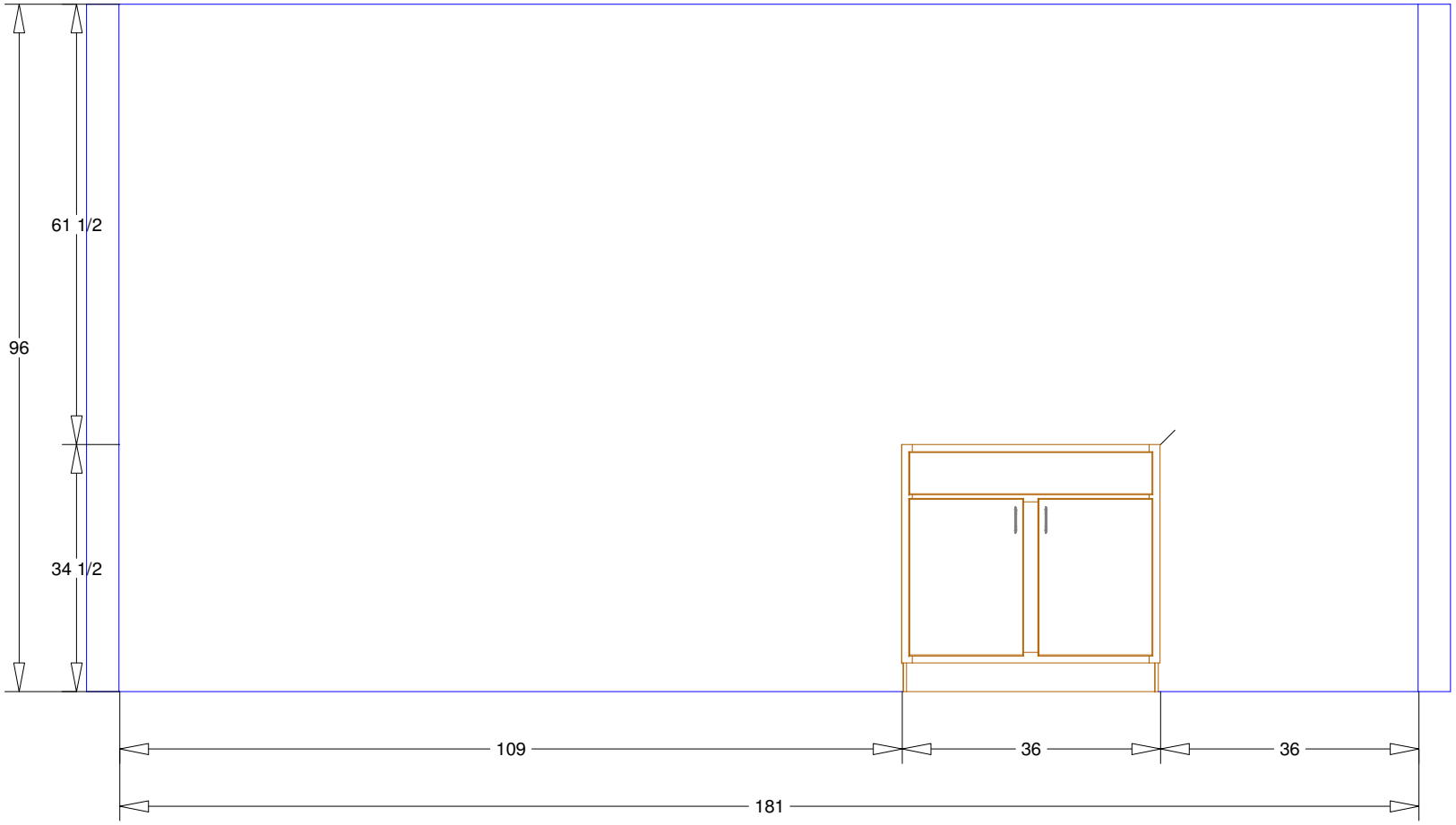


Dombeck
CUSTOM CABINETS
9409 Main Street, Wittenberg WI 54499
Phone: 715-454-7001

Customer: Antigo Fire Department

Job Number 2459-18 Antigo Fire department Project: Kitchen Remodel

02/12/18 Sheet 2 of 3



Sink Base

Dombeck
CUSTOM CABINETS
9409 Main Street, Wittenberg WI 54499
Phone: 715-454-7001

Customer: Antigo Fire Department

Job Number 2459-18 Antigo Fire department Project: Kitchen Remodel

02/12/18 Sheet 3 of 3

Estimate

Dombeck CUSTOM CABINETS LLC
9409 Main Street
Wittenberg, WI 54499
715-454-7001 www.dombeckcustomcabinets.com

Date	Estimate #
2/12/2018	2459-18

Antigo Fire Department
900 4th Ave
Antigo, WI 54409

Project	Terms
Kitchen	50 / 40 / 10

Description	Price	Total
Room: 2 New Pantry units, 1 New Sink Base, 1 New Upper Cabinet Build: Lilly Lake Series Wood Species: Oak to match existing Door Style:Solid Wood Slab Finish Color:Stained to match existing Price includes new toe kick, handles, and installation of new cabinetry provided by DCC Price includes removal of 3 existing base cabinets, 3 existing upper cabinets, and existing counter tops No disposal of cabinets or counter tops included Price per DCC drawings dated 2-12-2018	3,600.00	3,600.00
New Solid Wood Drawer Fronts and Doors. New hinges for the doors *Entire Kitchen Perimeter and Island Stained to match existing face frames Refinish the face of Lazy Susan cabinet (right of sink) Installation of all drawer fronts, doors, hinges, and existing handles A savings of $500 if existing fronts Do Not need to be stripped and just need touch up and refinishing	3,400.00	3,400.00
Countertops:High definition Laminate tops for Kitchen Island and Perimeter Manufacturer:TBD Color Number:TBD Color Name:TBD Edge Profile:Standard Edge Splash:Tri-Cove Included Price to upgrade to Carstin Promo Granite colors A1-A6 would be an increase of $2632 Price includes installation of countertops provided by DCC Price Does Not include sink or faucet	1,765.00	1,765.00

	Subtotal	$8,765.00
Quoted prices are valid for 30 days. Project scheduling will begin upon receipt of 50% down payment. See terms and conditions for further details.	**Sales Tax (5.5%)**	$0.00
Customer Approval: _____ Date: _____	**Total**	$8,765.00

Attachment: Dombeck estimate 2-12-2018 (2020 : Fire Department Kitchen Update)

Antigo
"Antigo Area on the go"

To: Mayor and City Council

From: Kaye Matucheski, Clerk/Treasurer

Date: March 21, 2018

Re: Municipal Advisor Disclosure for MSA Professional Services

MSA Professional Services has sent a Municipal Advisor Disclosure form that the City needs to complete. We are in the process of doing further research on this disclosure and which option the City should be initialing. We will have a recommendation at the meeting as to which would be in our best interest. In the meantime, the form is enclosed with this memo so that you have a chance to review it.

If you have any questions before the meeting, please feel free to contact me.

MSA PROFESSIONAL SERVICES
More ideas. Better solutions.

Municipal Advisor Disclosure

City of Antigo, (hereafter "OWNER") is aware of the Municipal Advisor registration requirement of the Federal Securities Exchange Act, the subsequent rules of the Securities and Exchange Commission (hereafter "SEC") and Municipal Securities Rulemaking Board (hereafter "MSRB") governing registered Municipal Advisors and municipal advisory activities, and the fiduciary duty owed to municipal entity clients of registered Municipal Advisors. MSA Professional Services, Inc. (hereafter "MSA"), as the consultant on Funding Administration and associated projects (hereafter "the project"), has reasonable basis to believe that OWNER may consider issuing municipal securities or engage in other activities presumed to be regulated by the SEC and MSRB. MSA strongly encourages OWNER to retain the services of a registered Municipal Advisor to offer advice upon which OWNER will rely regarding the financing of the project. This certificate shall be relied upon until the project funding is in place and the rates related to the project have been established (herein "Termination Date"). OWNER must indicate the municipal advisory arrangement it intends to utilize for financial advice related to the project by **initialing on the line next to ONE option below:**

_____1. OWNER elects to retain MSA Professional Services, Inc. (MSA) to serve as Municipal Advisor throughout the duration of the project. OWNER hereby agrees to the terms identified under Section 1 of the enclosed Terms and Conditions.

The MSA personnel that will serve in the Municipal Advisor capacity include, but are not limited to, Mary Wagner.

_____2. OWNER elects to retain the following Independent Registered Municipal Advisor to serve in the Municipal Advisor capacity throughout the duration of the project:

_____ _____
Municipal Advisor Name Municipal Advisor Employee Contact

_____
Municipal Advisor Address

_____ _____
Municipal Advisor Telephone Municipal Advisor Email

OWNER will rely on the advice of the above stated Independent Registered Municipal Advisor and hereby agrees to the terms identified under Section 2 of the enclosed Terms and Conditions.

_____3. OWNER elects not to retain the services of a registered Municipal Advisor for the project and acknowledges that as a result, MSA Professional Services, Inc. (MSA) is limited in the type of funding services and information it can provide. OWNER hereby agrees to the terms identified under Section 3 of the enclosed Terms and Conditions.

Upon reasonable inquiry, MSA has no known material conflicts of interest. There are no legal or disciplinary actions against MSA or its registered Municipal Advisor (MA-I) personnel.

As acknowledged by the signatures of the parties to this agreement below, OWNER will adhere to the Terms and Conditions of the Municipal Advisor relationship as indicated above. In addition, OWNER agrees to provide any information requested by MSA related to municipal advisory arrangements in a timely manner.

MSA Professional Services, Inc.

Mary Wagner
Municipal Advisor

Date: 01/26/2018

City of Antigo

Bill Brandt
Mayor

Date: _____

Attest:

Kaye Matucheski
Clerk/Treasurer

Date: _____

MSA Professional Services, Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board

Additional information regarding Municipal Advisor compliance regulations can be found at http://www.msrb.org

There are certain protections afforded to the Municipality by the MSRB in relation to municipal advisory activities. A description of these protections and methods for filing a complaint with a regulatory agency can be found at http://www.msrb.org/Rules-and-Interpretations/File-a-Complaint.aspx

MSA PROFESSIONAL SERVICES, INC. (MSA) –
MUNICIPAL ADVISOR TERMS AND CONDITIONS

Please initial only on the line next to the Section that corresponds to the Section selected above.

_____ Section 1: Owner retains MSA Professional Services, Inc., (MSA) as Municipal Advisor

1. **Professional Representative**. OWNER retains the services of MSA to offer advice related to municipal financial products or the issuance of municipal securities and other activities presumed to be regulated by the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB). MSA intends to serve as the OWNER's professional Municipal Advisor representative, which OWNER has retained to assist, offer advice, provide recommendations and perform other municipal advisory duties as assigned or required for compliance with state and federal law for the duration of the terms of this agreement. MSA will assist OWNER in evaluating recommendations as defined in this agreement.
2. **Scope and Fees**. The scope of the Municipal Advisor relationship between MSA and OWNER is confined to the terms of this agreement. This agreement in and of itself does not authorize additional fees for the municipal advisory activities to be performed; the form and basis of compensation, if applicable, will be agreed upon in a professional services contract that includes municipal advisory services.
3. **Notifications**. OWNER must notify all impacted parties that MSA is serving as Municipal Advisor for the length of service as defined in this agreement. Impacted parties include, but are not limited to, professionals providing financial guidance or guidance with a financial impact to OWNER and its subunits, such as accountants, attorneys, financial advisors, bankers, or other engineering entities. OWNER must ensure such impacted parties provide to MSA, in a timely manner, copies of any guidance or information provided to the OWNER related to municipal financial products, the issuance of municipal securities, or other activities presumed to be regulated by SEC and MSRB.
4. **Conflicts of Interest.** OWNER acknowledges that MSA has provided a written disclosure of potential and actual conflicts of interest of which MSA is aware that may impair MSA's ability to provide municipal advisory services in compliance with federal standards of conduct, or a written statement that MSA has no known conflicts of interests.
5. **Fiduciary Duty.** OWNER understands that MSA has fiduciary duty to OWNER under Section 15B(c)(1) of the Federal Securities and Exchange Act and SEC and MSRB rules and guidance related to municipal advisory services.
6. **Legal and Disciplinary Disclosure.** As a registered Municipal Advisor, MSA has provided specific information about any criminal actions, regulatory actions, investigations, termination, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigations against MSA or its registered Municipal Advisor personnel, in relation to the provision of municipal advisory services. These disclosures may be accessed electronically on the SEC website: http://www.sec.gov/edgar/searchedgar/companysearch.html. The last material change or addition to the legal and disciplinary event disclosure was an MA-I/A filing on September 13, 2017: David Rasmussen, Christopher Janson, and Laura Jones were removed as a Municipal Advisor at MSA.
7. **Termination.** The Municipal Advisor relationship between MSA and OWNER is confined to the duration of this agreement and terminates as of Termination Date identified therein. Any extension or other amendment to the Termination Date must be agreed upon in writing by both parties.
8. **Withdrawal from Municipal Advisor Relationship.** This Agreement shall commence upon execution and shall remain in effect until the date identified in the agreement or terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. This agreement cannot be changed or terminated orally. Notice shall be given via U.S. mail from MSA to OWNER's Clerk, or by OWNER to MSA principal offices at 1230 South Boulevard, Baraboo, Wisconsin 53913, and additionally may be provided electronically.

_____ Section 2: Owner retains an Independent Registered Municipal Advisor

1. **Professional Representative.** OWNER has retained or will retain the services of a professional Municipal Advisor representative that is not MSA, on which OWNER will rely for advice related to municipal financial products, the issuance of municipal securities and other activities presumed to be regulated by the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB). OWNER hereby notifies MSA that OWNER wishes to be represented by and receive assistance, advice and recommendations from such Independent Registered Municipal Advisor in evaluating any and all recommendations from MSA related to the terms of this agreement. OWNER will rely on the assistance and advice from the Independent Registered Municipal Advisor when evaluating recommendations from MSA.
2. **Qualifications.** OWNER must confirm that its Independent Municipal Advisor is a registered Municipal Advisor with the SEC and MSRB and that employees of the Independent Registered Municipal Advisor have not been associated with MSA within two years prior to the date of this agreement.
3. **Fiduciary Duty**. OWNER understands that although MSA is a registered Municipal Advisor, it is not acting as such for the terms of this agreement and therefore is not subject to the fiduciary duty established under Section 15B(c)(1) of the Federal Securities and Exchange Act.
4. **Conflicts of Interest.** OWNER acknowledges that MSA has provided a written disclosure of potential and actual conflicts of interest of which MSA is aware that may impair MSA's ability to provide municipal advisory services in compliance with federal standards of conduct, or a written statement that MSA has no known conflicts of interests.

5. **Responsibility for Municipal Advisor Duties.** OWNER understands that although MSA is a registered Municipal Advisor, it is not acting as such for the terms of this agreement and therefore the responsibility to perform Municipal Advisor duties as assigned or required for compliance with state and federal law rests with the OWNER'S Independent Registered Municipal Advisor, not MSA.

6. **Communications.** MSA will provide relevant communications with OWNER related to materials and recommendations under the terms of this agreement, including a copy of this agreement, be provided to the OWNER's Independent Registered Municipal Advisor using the contact information provided by the OWNER. The OWNER is responsible for ensuring that MSA has the most accurate and up-to-date contact information for the OWNER's Independent Registered Municipal Advisor.

7. **Termination of Independent Municipal Advisor Relationship**. If OWNER terminates or substantially alters its relationship with its Independent Registered Municipal Advisor related to the terms of this agreement, OWNER must notify MSA in writing within three business days of the termination or alteration. Notice shall be given via U.S. mail from MSA to OWNER's Clerk, or by OWNER to MSA principal offices at 1230 South Boulevard, Baraboo, Wisconsin 53913, and additionally may be provided electronically.

_____ Section 3: Owner declines the services of a registered Municipal Advisor

1. **Professional Representative**. OWNER has declined to retain the services of a registered Municipal Advisor representative on which OWNER will rely for advice related to municipal financial products, the issuance of municipal securities and other activities presumed to be regulated by the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB). OWNER hereby acknowledges that although MSA is a registered Municipal Advisor, it is not acting as such for the terms of this agreement and therefore is not the OWNER's professional registered Municipal Advisor representative.

2. Fiduciary Duty. OWNER understands that although MSA is a registered Municipal Advisor, it is not acting as such for the terms of this agreement and therefore is not subject to the fiduciary duty established under Section 15B(c)(1) of the federal Securities and Exchange Act.

3. **Provision of Advice and Recommendations.** OWNER understands that although MSA is a registered Municipal Advisor, it is not acting as such for the terms of this agreement and therefore will not provide any advice or recommendations, or information presumed to be advice or recommendations, to OWNER related to the issuance of municipal securities or activities presumed to be regulated by SEC and MSRB. MSA's services under the terms of this agreement shall be limited to engineering services. OWNER agrees not to request advice or recommendations from MSA related to the issuance of municipal securities and understands that OWNER should discuss any information and material provided by MSA with advisors and experts that OWNER deems appropriate before acting on information that might cause the OWNER to consider the issuance of municipal securities.

4. **Independent Registered Municipal Advisor.** If OWNER retains the services of an Independent Registered Municipal Advisor that is not MSA before the Termination Date, OWNER must notify MSA in writing within three business days of effective date of the agreement. Notice shall be given via U.S. mail from MSA to OWNER's Clerk, or by OWNER to MSA principal offices at 1230 South Boulevard, Baraboo, Wisconsin 53913, and additionally may be provided electronically.