



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
www.appleton.org

## Meeting Agenda - Final Finance Committee

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Monday, November 21, 2022

5:30 PM

Council Chambers, 6th Floor

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1. Call meeting to order

2. Roll call of membership

3. Approval of minutes from previous meeting

[22-1494](#) 11/07/2022 Finance Committee minutes

**Attachments:** [MeetingMinutesNov-7-2022-01-38-26.pdf](#)

4. **Public Hearings/Apearances**

5. **Action Items**

[22-1495](#) Request to award AWWTP Phase I Belt Filter Press Equipment Upgrades Project Base Bid with no Alternate Bids to Staab Construction in the amount of \$5,063,000 with 15% contingency of \$759,450 for a project total not to exceed \$5,822,450, along with the following budget amendment:

AWWTP Sludge Storage Building Addition Construction Project -\$100,000  
AWWTP Phase I Belt Filter Press Equipment Upgrades Project +\$100,000

to transfer excess funds from the Sludge Storage Building Addition Construction project to the Phase I Belt Filter Press Equipment Upgrades project

**Attachments:** [221116\\_Finance Memo\\_Phase I BFP Equipment Upgrades Project Bid Award](#)

[22-1496](#) Request to approve ESRI Small Municipal and County Government Enterprise Agreement (SGEA) three-year license renewal as a sole source contract

**Attachments:** [Sole Source Purchase Memo.pdf](#)

6. **Information Items**

[22-1497](#) Contract 113-21 was awarded to Faith Technologies, Inc. for \$51,227.88 for Water Plant fire alarm upgrades. Change orders were approved totaling \$4050. Final contract amount is \$55,277.88. Payments issued to date total \$43,689.97. Request final payment of \$11,587.91

[22-1498](#) Contract 96-21 was awarded to SDS Painting Company for \$181,760 for the WWTP L Building Painting Project. Change orders were approved totaling \$3,260. Final contract amount is \$185,020. Payments issued to date total \$175,932. Request final payment of \$9,088.

## 7. Adjournment

*Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.*

*Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.*

*Any questions regarding this agenda, please contact Jeri Ohman at (920) 832-6440.*



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
www.appleton.org

## Meeting Minutes Finance Committee

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Monday, November 7, 2022

5:30 PM

Council Chambers, 6th Floor

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**Due to technical difficulties, video is not available**

1. Call meeting to order

**Meeting called to order at 5:30pm**

2. Roll call of membership

**Present:** 4 - Meltzer, Siebers, Van Zeeland and Fenton

**Excused:** 1 - Firkus

3. Approval of minutes from previous meeting

[22-1458](#)

October 24, 2022 Finance Committee meeting minutes

**Attachments:** [MeetingMinutes Oct-24-2022-08-30-35.pdf](#)

**Siebers moved, seconded by Fenton, that the Minutes be approved. Roll Call.  
Motion carried by the following vote:**

**Aye:** 4 - Meltzer, Siebers, Van Zeeland and Fenton

**Excused:** 1 - Firkus

4. Public Hearings/Appearances

5. Action Items

[22-1459](#)

Request to award the 2022 AWWTP F1-Building Phase 1 Remodeling Project contract to RJM Construction, LLC in the amount of \$271,840 with a contingency of 15% for a project total not to exceed \$312,616, along with the following budget amendment:

AWWTP Electrical Distribution Upgrades project	-\$60,000
AWWTP F1-Building Remodeling project	+\$60,000

to transfer excess funds from the Electrical Distribution Upgrades project to the F1-Building Remodeling project

**Attachments:** [2022 AWWTP F1 Remodeling Project .pdf](#)

**Siebers moved, seconded by Fenton, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:**

**Aye:** 4 - Meltzer, Siebers, Van Zeeland and Fenton

**Excused:** 1 - Firkus

[22-1460](#)

Request to award the 2022 AWWTP F1-Building HVAC Upgrades Project contract to Rohde Brothers, Inc. in the amount of \$223,900 with a contingency of 12% for a project total not to exceed \$250,768

**Attachments:** [2022 AWWTP F1 HVAC Upgrades Project .pdf](#)

**Siebers moved, seconded by Fenton, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:**

**Aye:** 4 - Meltzer, Siebers, Van Zeeland and Fenton

**Excused:** 1 - Firkus

**6. Information Items**

[22-1461](#)

Contract 60-22 was awarded to Kruczek Construction Inc. for \$877,777 with a contingency of \$65,833 for X-22 Sewer and Water Reconstruction No. 2. Payments issued to date total \$811,357. Request final payment of \$47,771.44.

**This item was presented**

**7. Adjournment**

**Siebers moved, seconded by Van Zeeland, that this meeting be adjourned. Roll Call. Motion carried by the following vote:**

**Aye:** 4 - Meltzer, Siebers, Van Zeeland and Fenton

**Excused:** 1 - Firkus



*...ting community needs...enhancing quality of life."*

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Department of Utilities  
Wastewater Treatment Plant  
2006 E Newberry Street  
Appleton, WI 54915-3128  
920-832-5945 tel.  
920-832-5949 fax

**To:** Chairperson William Siebers and Members of the Finance Committee

**From:** Utilities Deputy Director, Chris Stempa

**Date:** November 16, 2022

**Re: Finance Committee Action:** Award "AWWTP Phase I Belt Filter Press Equipment Upgrades Project" Base Bid with no Alternate Bids to Staab Construction in the amount of \$5,063,000 with 15% contingency of \$759,450 for a project total not to exceed \$5,822,450

**Finance Committee Action:** Approve positive fund balance transfer of \$100,000 from the AWWTP Sludge Storage Building Addition Construction Project to the AWWTP Phase I Belt Filter Press Equipment Upgrades Project

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## **BACKGROUND**

The Appleton Wastewater Treatment Plant (AWWTP) has utilized Ashbrook Simon Hartley Winkle presses or belt filter presses (BFPs) to dewater anaerobically digested sludge for nearly 30 years. Each of the three BFP have run times in excess of 4,000 hours per year and produced, on average, approximately 25,000 wet tons per year. This equipment has been proven to be reliable and efficient. However, the equipment has exceeded typical useful life expectancies which is supported over the past few years with an escalating trend of equipment failures, critical parts obsolescence (e.g., variable frequency drives) and deterioration of structural components caused by years of acid washing.

The original 2023 project was to be accomplished within a single phase and would replace the three (3) existing BFP's with four (4) new BFP's. The additional BFP would satisfy future anticipated loadings associated Sewer Service Area growth and provide redundancy. The project would also address original functioning electrical hard wire relays that have remained untouched from original construction. These existing relays do not provide the diverse functional capabilities offered by present-day technologies. This includes the ability to fully integrate BFP unit processes with the existing supervisory control and data acquisition (SCADA) computer operating system. Since the original equipment installation, there have been unit processes that have become obsolete (e.g., lime pasteurization system) yet remained in the presence of subsequent upgrades (e.g., polymer batch system improvements). These former treatment processes and ancillary chemical feed systems continue to share common space within existing electrical control panels. This project will address unused electrical

wiring and components from past improvements, upgrade second floor HVAC to accommodate new BFP equipment, and the complete the replacement of antiquated and/or degraded components outside the electrical hardwire systems.

As preliminary engineering progressed into 2022, the full extent of the project scope was refined as observations, alternatives, recommendations, and updated equipment estimates were obtained. The substantial increase in costs seen with other capital construction project bids substantially outpaced budgetary projections. The contributing factors for this include lingering supply chain issues, sustained high demands for goods and services, and spikes in commodity prices such as steel and oil. Coupled with inflationary increases, the cost of operations, equipment, and construction have increased beyond prior year’s forecasts. As such, out of necessity, the project was segregated into two separate phases over two years.

The 2022 “Phase I Belt Filter Press Equipment Upgrades Project” provides the foundational work from which the 2023 Phase II project will occur. The existing BFPs will remain operational during Phase I construction. This allows for continuity of operation during the installation and startup of new equipment. The substantial completion of Phase I will facilitate the transition to Phase II which involves the complete demotion and replacement of the three existing BFPs and the removal of remnant hard wiring associated from obsolete equipment and replacement of antiquated and/or degraded components outside the electrical hardwire systems.

**BIDS:**

On Thursday, November 10, 2022 the City opened and reviewed the bids from two contractors which are summarized in the Table 1 below. Each bid met the submittal requirements. Staab Construction was the least cost responsible bidder.

**Table 1: Bid Tab Summary**

<b>Company</b>	<b>Base Bid</b>
Staab Construction	\$5,063,000
Miron Construction	\$5,067,331

**RECOMMENDATION:**

The Utilities Department requests the transfer of \$100,000 in remaining funds from the AWWTP Sludge Storage Addition Project to cover the budget shortfall associated with the Phase I Belt Filter Press Equipment Upgrades Project bid price plus 15% contingency. The Finance Department was consulted to help provide this recommendation.

I am requesting an award of the Phase I Belt Filter Press Equipment Upgrades Project base bid to Staab Construction in the amount of \$5,063,000 with 15% contingency of \$759,450 for a project total not to exceed \$5,822,450.

If you have any questions or require additional information regarding this project please contact Chris Stempa at 920-832-5945.



# MEMORANDUM

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“...meeting community needs...enhancing quality of life.”

TO: Finance Committee (FC)  
FROM: Karen Harkness, Director  
DATE: November 3, 2022  
RE: Request to approve ESRI Small Municipal and County Government Enterprise Agreement (SGEA) three-year license renewal as a sole source contract

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After review and approval of this sole source request by the Finance Department, the Community & Economic Development Department is requesting the Common Council's consideration of this sole source contract. ESRI is the only wholistic Geographic Information Systems (GIS) vendor available. Appleton has had a relationship with ESRI, our GIS provider, since May 17<sup>th</sup>, 2001, when the first record of purchase was noted. For the past 21 years, ESRI has paved the way in spatial data aggregation. This has enabled Appleton's GIS team to empower city staff and create a more efficient and effective workplace. Appleton's current ArcGIS Enterprise system has components that intertwine into the daily workings of the city, from utility billing to simple feature creation. GIS effects nearly every department.

Other geographic vendors do exist but must be stitched in a way that makes the system bulky, slow, and unreliable. This observation originates from a firsthand account where multiple components were used to create a cohesive GIS architecture that still included some ESRI software components. More to the point, shortly after the municipality recognized that this was a not a sustainable procedure and move all of it GIS to ESRI's ArcGIS software.

Moving away from ESRI's ArcGIS Enterprise system would decimate much of the city processes, applications, and city end users. We can confirm that the ArcGIS software is a sole source product, manufactured, sold, and distributed exclusively by ESRI. This sole source purchase should be likened to Appleton's account with Microsoft Suite Products. Microsoft Word has been the standard for documentation for many years, just as ESRI's ArcGIS has pioneered and lead the way in GIS since 1969 when the company was founded.

ESRI's 3-year renewal agreement totals the amount of \$187,500.00 and is payable annually at \$62,500.00 each year from the IT budget. The City Attorney has already reviewed the SGEA renewal and has approved it to be completed as-is without any redlines. A copy of ESRI's contract has been attached to this memorandum.

- Year 1 - \$62,500.00
- Year 2 - \$62,500.00
- Year 3 - \$62,500.00

Attached to this memo is a copy of an email from the City of Appleton's Purchasing Manager, which states that they agree that sole sourcing this project is justified.

**Staff Recommendation:**

Request to approve the sole source contract at \$187,500 for three-year license agreement with ESRI **Be Approved.**



September 6, 2022

Corey Popp  
City of Appleton  
100 N Appleton St  
Appleton, WI 54911

Dear Corey,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

***"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."***

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: service@esri.com
Attn: Customer Service SG-EA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jason Fetch

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# Quotation # Q-465368

Date: September 6, 2022

Customer # 485963 Contract # ENTERPRISE AGREEMENT

City of Appleton  
Information Technology  
100 N Appleton St  
Appleton, WI 54911

ATTENTION: Corey Popp  
PHONE: (920) 832-6410  
EMAIL: corey.popp@appleton.org

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

**To expedite your order, please attach a copy of this quotation to your purchase order.**  
**Quote is valid from: 9/6/2022 To: 12/5/2022**

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 2	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 3	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168441	1	Year 1	\$5,500.00	\$5,500.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement				
168441	1	Year 2	\$5,500.00	\$5,500.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement				
168441	1	Year 3	\$5,500.00	\$5,500.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement				
180147	1		\$1,750.00	\$1,750.00
ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription - Year 1				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Jason Fetch	<b>Email:</b> jfetch@esri.com	<b>Phone:</b> 651-454-0600 x2331
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		



# Quotation # Q-465368

Date: September 6, 2022

Customer # 485963 Contract # ENTERPRISE AGREEMENT

City of Appleton  
Information Technology  
100 N Appleton St  
Appleton, WI 54911

ATTENTION: Corey Popp  
PHONE: (920) 832-6410  
EMAIL: corey.popp@appleton.org

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
*Quote is valid from: 9/6/2022 To: 12/5/2022*

Material	Qty	Term	Unit Price	Total
180147	1		\$1,750.00	\$1,750.00
ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription - Year 2				
180147	1		\$1,750.00	\$1,750.00
ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription - Year 3				
157007	5		\$50.00	\$250.00
ArcGIS Community Analyst Web App Online Term License - Year 1				
157007	5		\$50.00	\$250.00
ArcGIS Community Analyst Web App Online Term License - Year 2				
157007	5		\$50.00	\$250.00
ArcGIS Community Analyst Web App Online Term License - Year 3				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Jason Fetch	<b>Email:</b> jfetch@esri.com	<b>Phone:</b> 651-454-0600 x2331
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

FETCHJ

**This offer is limited to the terms and conditions incorporated and attached herein.**



# Quotation # Q-465368

Date: September 6, 2022

Customer # 485963 Contract # ENTERPRISE AGREEMENT

City of Appleton  
Information Technology  
100 N Appleton St  
Appleton, WI 54911

ATTENTION: Corey Popp  
PHONE: (920) 832-6410  
EMAIL: corey.popp@appleton.org

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 9/6/2022 To: 12/5/2022*

Subtotal:	\$187,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
<b>Total:</b>	<b>\$187,500.00</b>

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Jason Fetch	<b>Email:</b> jfetch@esri.com	<b>Phone:</b> 651-454-0600 x2331
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

**Esri Use Only:**

Cust. Name \_\_\_\_\_  
Cust. # \_\_\_\_\_  
PO # \_\_\_\_\_  
Esri Agreement # \_\_\_\_\_



**SMALL ENTERPRISE AGREEMENT  
COUNTY AND MUNICIPALITY GOVERNMENT  
(E214-3)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
List of Products**

**Uncapped Quantities**

**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced  
ArcGIS Desktop Standard  
ArcGIS Desktop Basic  
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup (Advanced and Standard)  
ArcGIS Monitor  
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Engine  
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics  
ArcGIS Runtime (Standard)  
ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer  
Two (2) ArcGIS CityEngine Single Use Licenses  
250 ArcGIS Online Viewers  
250 ArcGIS Online Creators  
37,500 ArcGIS Online Service Credits  
250 ArcGIS Enterprise Creators  
5 ArcGIS Insights in ArcGIS Enterprise  
5 ArcGIS Insights in ArcGIS Online  
50 ArcGIS Tracker for ArcGIS Enterprise  
50 ArcGIS Tracker for ArcGIS Online  
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)  
4 ArcGIS Utility Network User Type Extensions (Enterprise)  
4 ArcGIS Trace Network User Type Extensions (Enterprise)

**OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	<b>4</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>4</b>
Maximum number of sets of backup media, if requested*	<b>2</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

## Heath M. Anderson

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**From:** Jenifer S. Huss  
**Sent:** Tuesday, November 1, 2022 10:33 AM  
**To:** Heath M. Anderson  
**Cc:** Monica Stage; Karen Harkness; Mark Lund; Jessica Schneider; Corey J. Popp; Jeri A. Ohman  
**Subject:** RE: ESRI Small Municipal and County Government Enterprise Agreement (SGEA) license renewal

Hi Heath,

The justification makes solid business sense to proceed with ESRI as a sole source provider. ESRI's familiarity and experience with Appleton makes the entire process more efficient and cost effective. No additional information is needed, this is compliant with our policy. I have included Jeri on this response as this request will be sent to the Finance Committee for recommendation.

Thanks,  
*Jenifer Huss*  
Purchasing Manager  
City of Appleton  
920-832-6311

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**From:** Heath M. Anderson <Heath.Anderson@Appleton.org>  
**Sent:** Monday, October 31, 2022 2:17 PM  
**To:** Jenifer S. Huss <Jenifer.Huss@Appleton.org>  
**Cc:** Monica Stage <Monica.Stage@appleton.org>; Karen Harkness <Karen.Harkness@Appleton.org>; Mark Lund <Mark.Lund@Appleton.org>; Jessica Schneider <Jessica.Schneider@Appleton.org>; Corey J. Popp <Corey.Popp@Appleton.org>  
**Subject:** ESRI Small Municipal and County Government Enterprise Agreement (SGEA) license renewal

Hi Jennifer,

I am contacting you for your consideration of our Sole Source contract request for the ESRI Small Municipal and County Government Enterprise Agreement (SGEA) license renewal. ESRI is the only wholistic Geographic Information Systems (GIS) vendor available. Appleton has had a relationship with ESRI, our GIS provider, since May 17<sup>th</sup>, 2001 when the first record of purchase was noted. For the past 21 years, ESRI has paved the way in spatial data aggregation. This has enabled Appleton GIS Staff to empower city staff and create a more efficient and effective workplace. Appleton's current ArcGIS Enterprise system has components that intertwine in everything the city does, from utility billing to simple feature creation. GIS effects nearly every department.

Other geographic vendors do exist but must be stitched in a way that makes the system bulky, slow and unreliable. This observation originates from a firsthand account where multiple components were used to create a cohesive GIS architecture that still included some ESRI software components. More to the point, shortly after the municipality recognized that this was a not a sustainable procedure and move all of it GIS to ESRI's ArcGIS software.

Moving away from ESRI's ArcGIS Enterprise system would decimate much of the city processes, applications, and city end users. I can confirm that the ArcGIS software is a sole source product, manufactured, sold, and distributed exclusively by ESRI. This sole source purchase should be likened to Appleton's account with Microsoft Suite Products. Microsoft Word has been the standard for documentation for many years, just as ESRI's ArcGIS has pioneered and lead the way in GIS since 1969 when the company was founded.

Attached for your review is our 3-year renewal agreement in the amount of \$187,500.00, and is payable annually at \$62,500.00 each year.

- Year 1 - \$62,500.00
- Year 2 - \$62,500.00
- Year 3 - \$62,500.00

Please see the attached agreement for itemized expense.

This software expense is paid out the IT budget and Director Popp has been part of this process and is copied on this email. Please let us know if you have questions or need additional information. At your direction we would then take this to Finance Committee (since this is paid for by IT) and Council for their consideration.

Best,  
Heath

Heath Anderson | GIS Specialist  
City of Appleton | Community and Economic Development Department  
100 North Appleton Street, Appleton, Wisconsin 54911 | 920-832-3909  
[heath.anderson@appleton.org](mailto:heath.anderson@appleton.org) | <https://gis.appleton.org>