Common Council
MEETING AGENDA

July 25, 2023 - 6:04 PM
(Following the 6pm Committee of the Whole Meeting)
City Hall
Council Chambers

Published: 7/21/2023

AGENDA

1. PRIVILEGE OF THE FLOOR

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

4. APPROVAL OF MINUTES

A. June 27, 2023 Common Council Meeting Minutes

5. REPORTS

A. City Clerk

B. Council President

C. Mayor

6. COMMUNICATIONS

7. PLAN COMMISSION

A. (2) KH LD-2301013 DreamPak - 17100 W. Ryerson Road – 1-Lot Certified Survey Map

8. PARKS, BUILDINGS & GROUNDS COMMISSION

A. Recommend to Common Council to reject the bid by Allcon, LLC and rebid with individual buildings.

9. UTILITY COMMITTEE

A. UT 10-23 Discussion and Recommendation from the Utility Committee to the Common Council a request from John and Karen Emauele, address 16235 W Hansen Dr, New Berlin regarding sanitary sewer hook-up including applicable fees associated with the connection

10. MAYORAL APPOINTMENTS

A. Discussion and Possible Action to approve the Mayoral Appointments per the list as presented

11. DEFERRED, REFERRED & TABLED ITEMS

12. ITEMS REMOVED FROM CONSENT AGENDA, if any

13. CONSENT AGENDA----------

A. *Items under the Consent Agenda have passed unanimously by the Committee of the Whole. Items not passed by a unanimous vote will be removed from consent agenda and will be considered separately.*

14. MINUTES

A. June 27, 2023 Committee of the Whole Meeting Minutes

15. UTILITY & FINANCE

A. Discussion and recommendation to Common Council approval of the July 12, 2023 Water Utility claims in the amount of $5,795.00. Sewer Utility claims in the amount of $242,806.55 and General City claims in the amount of $3,113,083.43. WE Energies EFT of $58,022.89

B. Discussion and recommendation to Common Council approval of the July 26, 2023 Water Utility claims in the amount of $176,400.51. Sewer Utility claims in the amount of $8,904.04 and General City claims in the amount of $2,152,059.56. Tax overpayment checks totaling $3,244.88 were also generated. US Bank VISA EFT of $26,251.33. WE Energies EFT of $51,446.84

16. LICENSES & PERMITS

A. Discussion and recommendation to the Common Council approval of the new agent for Kwik Trip #977, Mario Baregi, for the remainder of the licensing period of July 1, 2023-June 30, 2024.

17. MISCELLANEOUS

A. Finance Department Update by Director Ralph Chipman

B. Recommend to the Common Council that a joint public hearing be set for August 14, 2023 at 6:01 p.m. to be held before the Plan Commission to amend the Future Land Use Map within the City's Comprehensive Plan from Rural Commercial and Suburban Residential to Rural Commercial and Suburban Residential AND rezone from B-2 and R-3 to B-5 and R-3 for the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963).

C. Discussion and recommendation to the Common Council approval of the Pre-Disaster Debris Management Contract with DRC Emergency Services to provide Debris Management Services in the event of a disaster for a period from August 1, 2023 through August 1, 2026 with a mutually agreed upon extension of up to 2 years

D. Discussion and recommendation to the Common Council approval of Resolution 23-15, A Resolution providing for the sale of approximately $13,280,000 General Obligation Promissory Notes, Series 2023A

E. Discussion and recommendation to the Common Council approval of Resolution 23-16, An Resolution authorizing $6,240,000 General Obligation Bonds for Community Development Projects in Tax Incremental District No. 5

F. Discussion and recommendation to the Common Council approval of Resolution 23-17, A Resolution Directing Publication of Notice to Electors Relating to Bond Issue

G. Discussion and recommendation to the Common Council approval of Resolution 23-18, A Resolution Providing for the Sale of Not to Exceed $6,240,000 General Obligation Community Development Bonds, Series 2023B

H. Discussion and recommendation to the Common Council approval of Ordinance No. 2680, An Ordinance to create Sections 152-4 (Q) and (R) of the Municipal Code of the City of New Berlin

I. Discussion and recommendation to the Common Council approval of the license agreement between Professional Firefighters of Wisconsin Charitable Foundation Inc. and the City of New Berlin to use the area adjacent to Fire Station No. 1 along Casper Drive, as well as the streets building parking lot for the 2023 Ride to Burn Camp on August 15, 2023 between 5PM and 5:45PM

J. Discussion and recommendation to the Common Council regarding the Bryan Linskens claim

18. END CONSENT AGENDA----------

19. ADJOURN

Supplemental Information:

- *The meeting agenda and agenda packet are available online at www.NewBerlin.org. The minutes are published online and are approved at the next regularly scheduled meeting.*
- *It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order.*
- *You may provide comments to the City Clerk via email at CitizenComments@NewBerlin.org. Comments will be forwarded to the Mayor and members of the governing body. Emailed comments are not read during the meeting.*
- *The City of New Berlin strives to host inclusive, accessible meetings that enable all individuals to engage and participate fully. Any person who has a qualifying disability under the Americans with Disabilities Act that requires that the meeting be accessible, please contact City Clerk Rubina R. Medina at (262) 786-8610 or via email at CityClerk@NewBerlinWI.gov at least 48 hours before the scheduled meeting time. Efforts will be made to accommodate the needs of disabled individuals through appropriate aids and/or services.*
- *It is also possible that members of and possibly a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to in the above notice.*

Common Council
MEETING MINUTES

June 27, 2023 - 6:04 PM
City Hall
Council Chambers

Please note: Minutes are unofficial until approved at the next regular scheduled meeting.

MINUTES

1. PRIVILEGE OF THE FLOOR

No comments.

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Mayor Ament called the Common Council meeting to order at 6:44PM and led the Pledge of Allegiance.

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

City Clerk Rubina R. Medina took the roll call as follows:
Present: Alderperson Hopkins, Alderperson Harenda, Alderperson Stribl, Alderperson Horbinski, Alderperson Kroupa, Alderperson La Fever
Excused: Alderperson Maxey
Staff Present: City Attorney Mark Blum, City Clerk Rubina Medina, Administrative Specialist Joelle Erickson

4. APPROVAL OF MINUTES

A. June 13, 2023 Common Council Meeting

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Kroupa
Second by: Alderperson Harenda
Motion Passed 6-0

5. REPORTS

A. City Clerk

No Report.

B. Council President

No Report.

C. Mayor

- I would like to invite everyone to attend our **55th Annual 4th of July Festivities**. The fun starts on Saturday July 1st and lasts through Tuesday July 4th. The Fireworks will begin at 10 pm on July 4th. You can visit the City's website for a full schedule of events including the Annual Cornhole Tournament, the Pie Contest, the Flashlight Candy Hunt, the Mini Parade and more.
- I wanted to also take a moment to remind everyone that with the 4th of July Festivities approaching quickly, the Parade Route has changed due to the ongoing County Mooreland Road Construction Project. We thank all of our residents for the patience with the road closures, and we are looking forward to all the fun 4th of July activities this year. The parade will begin at 159th & National

Avenue and travel west to Rose Court. You will not be able to access the neighborhood directly to the north of National and west of Moorland leading into and during the parade. Road closures will begin at 11:00 am and run through 3:00 pm.

- **The New Berlin Historical Society** will be hosting an **Ice Cream Social on Sunday July 16th** 1 – 4 pm at the Historical Park located at 19765 National Avenue. Please join us for corn hole, riding the barrel train, and of course, ice cream!
- All are invited to attend our first **Beer Garden** of the Summer Season on **July 28th – 29th at Malone Park.** Fridays the Beer Garden will be open from 3-9pm, and on Saturday they will be open from 12-9pm. For a list of all the **Malone Park Beer Garden** dates this summer, please visit our city webpage.
- Our Recreation Department's **Movies in the Park at Malone Park** will begin in July. Please join us for the **Drive-In** showing of **Minions the Rise of Gru** on **July 28th**. The Malone Park South Parking Lot will open at 7 p.m. and early arrival is encouraged.
- This City of New Berlin **Community Blood Drive** will be held on **Thursday, July 13th 7:35 am – 11 am** here in the Council Chambers of City Hall. Appointments may be made online or contact Maya in the Mayor's office. Walk-ins are always welcome – but remember to bring photo ID.
- Finally, a reminder that our **Tuesday July 11th Council meeting has been cancelled.** Our next regularly scheduled COW/Council meeting will be July 25th.

6. COMMUNICATIONS

7. BOARD OF PUBLIC WORKS

A. ITEM 07-23 Approval of the amended construction contract with Stark Pavement Corp to include the scope of work listed in Change Order #1

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Horbinski
Second by: Alderperson Stribl
Motion Passed 6-0

B. ITEM 08-23 Approval of the Development Agreement with Ryan Janssen of Ryan's Buying, LLC. for the Autumn Trace Subdivision

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Horbinski
Second by: Alderperson Harenda
Motion Passed 6-0

8. FINANCE COMMITTEE

A. Discussion and recommendation to Common Council on the Procurement Policy relative to the Emergency Management Ordinance - No. 2671

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Kroupa
Second by: Alderperson Hopkins
Motion Passed 6-0

9. UTILITY COMMITTEE

A. UT 09-23 Recommend to the Common Council to approve Resolution #23-11 Compliance Maintenance Annual Report (CMAR) for the reporting year 2022.

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Harenda
Second by: Alderperson Kroupa
Motion Passed 6-0

10. DEFERRED, REFERRED & TABLED ITEMS

11. ITEMS REMOVED FROM CONSENT AGENDA, if any

Item 16F is removed from the consent agenda and voted on separately.

MOTION: Motion to Approval of Item 16F - requiring no insurance for special events under 149 in attendance

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Harenda
Motion Passed 5-1

12. CONSENT AGENDA----------

A. *Items under the Consent Agenda have passed unanimously by the Committee of the Whole. Items not passed by a unanimous vote will be removed from consent agenda and will be considered separately.*

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Hopkins
Second by: Alderperson La Fever
Motion Passed 6-0

13. MINUTES

A. June 13, 2023 Committee of the Whole Meeting

14. UTILITY & FINANCE

A. Discussion and recommendation to the Common Council approval of the June 28th, 2023 Water Utility claims in the amount of $39,765.52, Sewer Utility claims in the amount of $678,542.41 and General City claims in the amount of $1,530,191.04

15. LICENSES & PERMITS

A. Discussion and recommendation to the Common Council approval of the alcohol license applications for the licensing period of July 1st, 2023 to June 30th, 2024 per the list as presented

16. MISCELLANEOUS

A. Library Department Update by Director Natalie Beacom

B. Recommend to Common Council that a public hearing be set for August 14, 2023 at 6:00 PM to be held before the Plan Commission on the suggested amendments to the Zoning Code (Chapter 275)

C. Discussion and recommendation to Common Council approval of the Department of Public Works RAS for one new Custodial Position effective September 1, 2023

D. Recommend to Common Council to amend Section 261-4(F) of the Municipal Code of the City of New Berlin regarding restrictions on parking on city right-of-way and city property by order of the Chief of Police

E. Recommend to Common Council to approve the attached 2023 Salary Table effective 7/1/2023

F. Discussion and possible action on risk transfer policy for block party special event permits

G. Discussion and recommendation to approve Ordinance No. 2673, an ordinance to create Section 152-24 of the New Berlin City Code regarding Transient Lodging

H. Discussion and recommendation to amend the City Clerk 2023 Fee List to add a Transient/Short Term Lodging license fee in the amount of $200 per calendar year

17. END CONSENT AGENDA----------

18. ADJOURN

MOTION: Motion to Adjourn at 6:57PM.

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Kroupa
Motion Passed 6-0

Respectfully Submitted,
Rubina R. Medina, City Clerk

STAFF REPORT
EXECUTIVE SUMMARY

APPLICANT/PROJECT:	**Colin Meisel with Ruekert Mielke, Inc. / 1-Lot Certified Survey Map**
LOCATION:	**17100 W. Ryerson Road and 2940 S. Calhoun Road**
REQUEST:	**Approval of a 1-Lot Certified Survey Map**
REVIEW SCHEDULE:	**CSM Received: 5/19/2023** **Completeness Determination: 5/19/2023** **90-day time limit expires: 8/17/2023** **Final Common Council Action: 7/25/2023**
D.R.C. RECOMMENDATION:	**Recommend to Common Council approval of a 1-Lot Certified Survey Map for the properties located at 17100 W. Ryerson Road and 2940 S. Calhoun Road, subject to the application, plans on file and the following conditions:**

1. **Applicant shall correct all drafting errors and requested changes identified by Staff on the final CSM prior to the City signing.**
2. **A final copy of the CSM shall be submitted and reviewed prior to City signing. All owners and surveyor must sign prior to City signing the CSM. Surveyor Stamp is required.**
3. **The CSM shall be recorded with Waukesha County Register of Deeds prior to the issuance of any new zoning or building permits.**
4. **Applicant and/or property owner shall apply for and obtain appropriate building, plumbing and electrical permits prior to any construction on any parcel.**

<u>DETAILS IN ATTACHED STAFF REPORT:</u>

CITY OF NEW BERLIN
DEPARTMENT OF COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT AUTHORITY STAFF REPORT

Meetings of July 6, 2023

Colin Meisel with Ruekert Mielke, Inc. / 1-Lot Certified Survey Map
17100 W. Ryerson Road and 2940 S. Calhoun Road

DATE STAFF REPORT CREATED: 6/15/23

APPLICANT / OWNER(S): Colin Meisel with Ruekert Mielke, Inc. / Gamay Holdings, LLC

REQUEST / DESCRIPTION OF PROJECT: Approval of a 1-Lot Certified Survey Map for the properties located at 17100 W. Ryerson Road and 2940 S. Calhoun Road.

DATE OF APPLICATION / DATE FILED WITH CITY CLERK: 5/19/23

DATE OF COMPLETENESS DETERMINATION: 5/19/23

PRE-APPLICATION CONFERENCE HELD: Yes
Date(s) of Meeting(s): 5/5/23, 9/3/22
Site Visit(s): 6/20/23

CONCEPTUAL PLAN: N/A

SIZE OF DEVELOPMENT / PARCEL(S): 48,278 square foot building addition (see File #: UA-2301014) / 6.61 acres (after approval of 1-lot CSM)

CURRENT ZONING: M-1 SPO

CURRENT LAND USE: Industrial

PROPOSED ZONING: N/A

PROPOSED LAND USE: N/A

PROPOSED LOT SIZE: 6.61 acres (after approval of 1-lot CSM)

PROPOSED DENSITY: N/A

ADJACENT ZONING AND LAND USE:

North:	Zoning: M-1 SPO	Land Use: Light Industrial
South:	Zoning: M-1 SPO	Land Use: Light Industrial
East:	Zoning: M-1 SPO	Land Use: Light Industrial
West:	Zoning: O-2, R-1/R-2	Land Use: Vacant

CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes

Chapter 13: Neighborhood C: New Berlin Industrial Park: The submittal meets the intent of this Chapter.

Planning Context / Vision / Development Policies

Vision:

- *The New Berlin Industrial Park will continue to be a major economic engine and job center for the City. Public and private reinvestment should focus on upgrading both the infrastructure and building quality to ensure long-term viability. Whenever possible, sustainable development guidelines should be followed for new development and redevelopment as outlined in this Plan. The primary land use should continue to be business, with some limited retail and service businesses located along the eastern edge of the Industrial Park.*

Development Policies:

- *The Industrial Park should remain oriented to business and light industrial uses, attracting incubator businesses when possible.*
- *The City should develop standards that are designed to gradually upgrade the architectural quality and sustainability of the building stock as businesses expand or reconstruct in the future.*
- *The City should explore land coverage and density strategies for allowing building expansions in the Industrial Park.*

Land Use:

- *Future Land Use Map: Business Park Industrial*

ZONING CODE (Chapter 275): Yes, this request is consistent with §275-35B(4) and §275-39 of the Zoning Code.

DEVELOPMENT CODE (CHAPTER 235): N/A

PUBLIC HEARING REQUIRED: No

CONDITIONAL USE REQUIRED: No

USE / SITE /ARCHITECTURAL REVIEW:
Use Approval Required: Not for this application (see File #: UA-2301014)
Site Plan Required: Yes, see attached CSM.
Architectural Review Required: Not for this application (see File #: UA-2301014)

PROPOSED ARCHITECTURE: N/A

UNIQUE SITE CHARACTERISTICS:
Environmental Corridor: No
Wetland On Property: Wetlands were delineated by T. Stautz on 11/8/22. Wetlands shall be registered on the City's Zoning Map.
Conservancy Districts (C-1, C-2): No
NRCS Map Classification: Not Inventoried
Floodplain: Yes
Topography / Geologic: Site is flat with little grade change.

BIKE & PEDESTRIAN FACILITIES PLAN: No improvements identified.

PARK & OPEN SPACE PLAN: No improvements identified.

NATURAL RESOURCES PROTECTION:
Limits of Disturbance (LOD): Shown on plans (see File #: UA-2301014).
Woodland, Tree, and Vegetation Protection: N/A
Wildlife Management Plan: N/A

ENVIRONMENTAL IMPACT: Trees to be removed and trees to be protected during construction are identified on the plans.

STORM WATER MANAGEMENT / DRAINAGE: Applicant is required to adhere to all City of New Berlin Codes, Ordinances and Plans regarding storm water conveyance and maintenance as identified by the Department of Community Development. Applicant has submitted a stormwater management plan.

SANITARY SEWER PROVISION:
Within Current Sewer Service Area: Yes
Sewer Shed Capacity Available: Yes
Adequate Linkage: Yes
Onsite System Required: No

WATER USAGE CALC.: Will be reviewed at time of building permit.

TRAFFIC IMPACT: TIA is not required.

SCHOOL DISTRICT IMPACT: N/A
Notice Sent to Affected School District(s): No

PREVIOUS ACTION:
6/18/1979 Plan Commission approval of U-63-79 for an Office and Warehouse

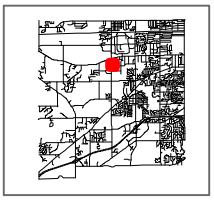
CONSISTENCY WITH PREVIOUS ACTION: Yes

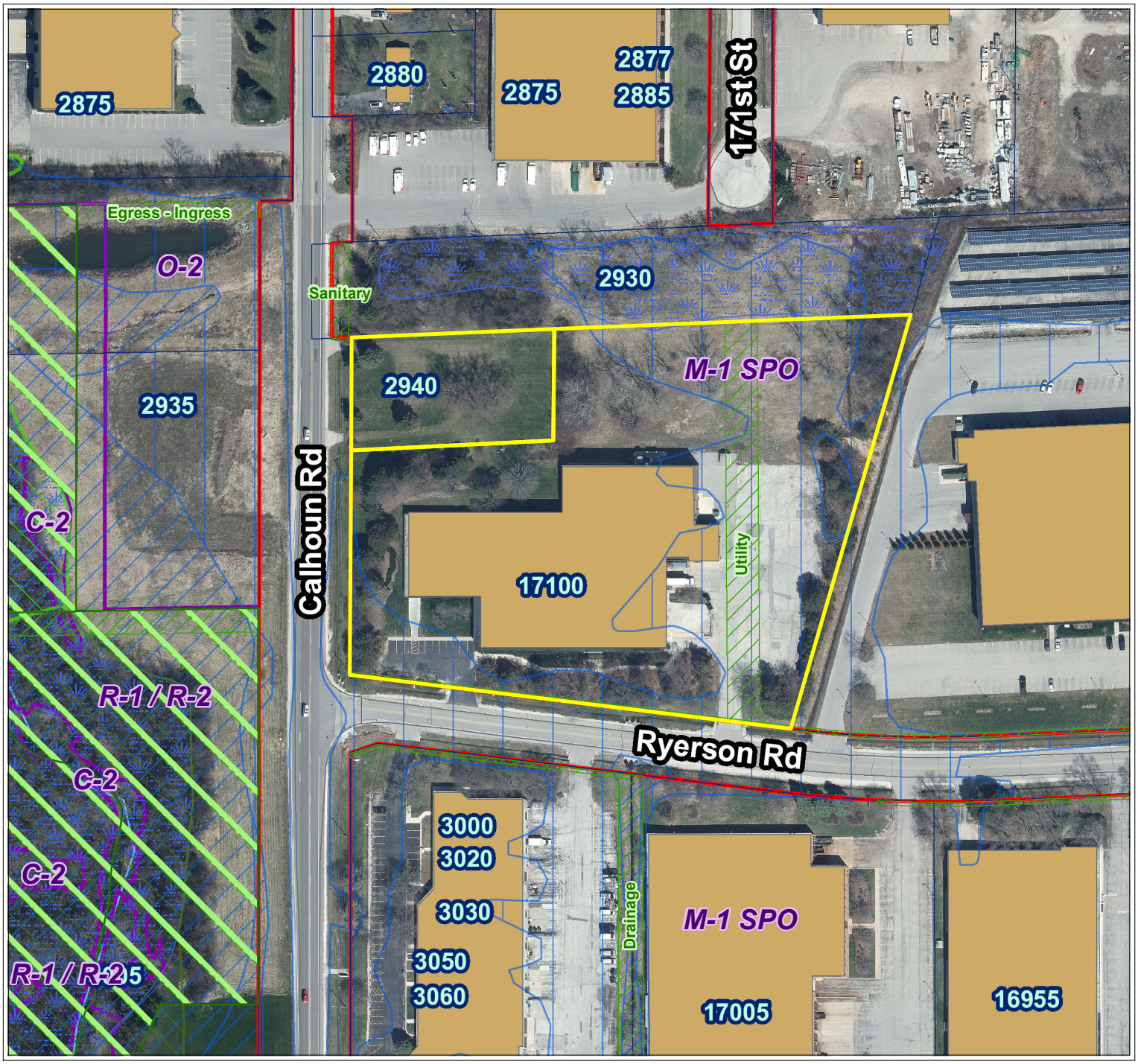
FINDINGS:
1. The applicant has simultaneously applied for a Use Approval Application (See File #: UA-2301014).
2. Per §275-35D of the Zoning Code, the minimum lot area is 40,000 square feet and the minimum lot width is 200' in the M-1 Zoning District. The proposed lot meets the minimum lot dimensions.
3. Wetlands were delineated by T. Stautz on 11/8/22. Wetlands shall be registered on the City's Zoning Map.

D.R.C. RECOMMENDATION: Recommend to Common Council approval of a 1-Lot Certified Survey Map for the properties located at 17100 W. Ryerson Road and 2940 S. Calhoun Road, subject to the application, plans on file and the following conditions: **See Executive Summary.**

ATTACHMENTS:
Location Map
CSM

UA-2301014 & LD-2301013
Dreampak
17100 W Ryerson Road & 2940 S Calhoun Road





Legend

- Parcels
- Road Right-of-Way
- **Floodplain DFIRM (FEMA 2014)**
- **Flood Zone**
  - FEMA DFIRM - Zone A
  - FEMA DFIRM - Zone AE
  - FEMA DFIRM - 0.2% Annual Chance
- Zoning Boundaries
- **Zoning Wetland Registration**
- **Wetland Registration Type**
  - Registered Wetland
  - Outside Wetland
- **Environmental Corridor**
- **Corridor Type**
  - Isolated Natural Resource Area
  - Primary Environmental Corridor
  - Secondary Environmental Corridor
  - Wetland
- **Sewer Service Area (MMSD)**
- **Sewershed**
  - Current
  - Ultimate

City of New Berlin
Department of Community Development
3805 S Casper Dr.
New Berlin WI 53151
(262) 797-2445
www.newberlin.org

N

0 65 130 Feet

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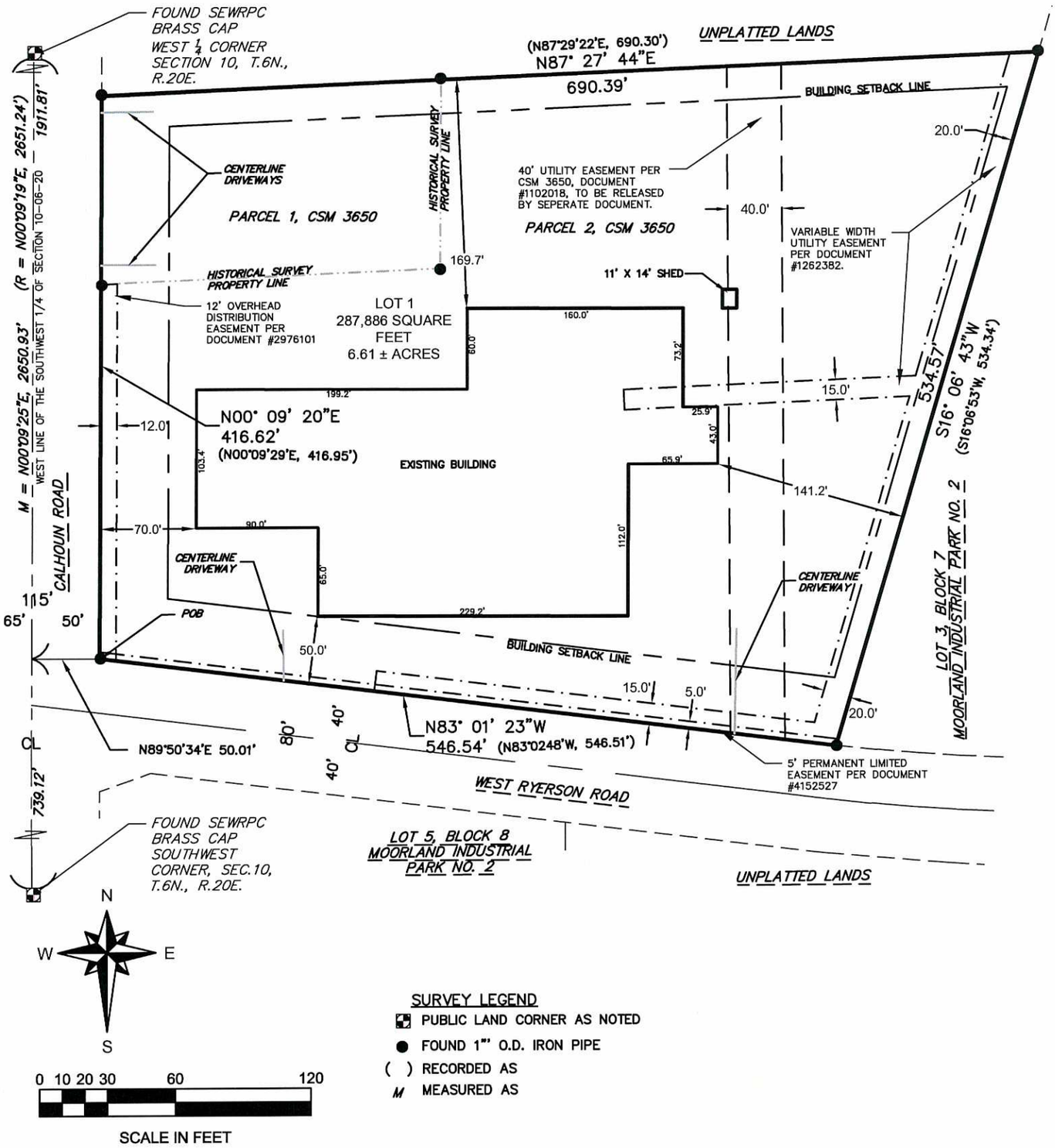
CERTIFIED SURVEY MAP - _____

BEING ALL OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 3650, LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 06 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.



SURVEY LEGEND

- PUBLIC LAND CORNER AS NOTED
- FOUND 1"" O.D. IRON PIPE
- ( ) RECORDED AS
- M MEASURED AS

OWNER/SUBDIVIDER:
Gamay Holdings LLC.
17100 W. Ryerson Road
New Berlin, WI 53151

PREPARED BY:
Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188
262-542-5733

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83), THE WEST LINE OF THE SW 1/4 OF SECTION 10-6-20 MEASURED TO BEAR N00°09'25"E.

Ruekert•Mielke
www.ruekertmielke.com

DRAFT

John M. Schulz, P.L.S. 3253

Dated this 16th day of May, 2023

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ, P.L.S (5/16/23)

SHEET 1 OF 4

G:\C3D_2018\8341_Keller Inc\10111 Dreampak\10111 Dreampak\dwg\CSM\20230516 CSM.dwg

CERTIFIED SURVEY MAP - _____

BEING ALL OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 3650, LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 06 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, John M. Schulz, of Ruekert & Mielke, Professional Land Surveyor, do hereby certify that at the direction of Gamay Holdings LLC., that I have surveyed, combined and mapped all of Parcels 1 and 2 of Certified Survey map No. 3650, located in the Southwest 1/4 of the Southwest 1/4 of Section 10, Town 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Southwest 1/4 of Section 10, Township 6 North, Range 20 East; thence bearing N00°09'25"E along the West line of said Southwest 1/4, a distance of 739.12 feet; thence bearing N89°50'34"E, a distance of 50.01 feet to the Easterly Right-of-Way (ROW) line of Calhoun Road, also being the Point of Beginning (POB); thence bearing N00°09'20"E along said line, a distance of 416.62 feet; thence bearing N87°27'44"E, a distance of 690.39 feet to the Westerly line of Lot 3, Block 7 of Moorland Industrial Park No. 2, thence bearing S16°06'43"W along said line, a distance of 534.57 feet to the Northerly ROW line of West Ryerson Road; thence bearing N83°01'23"W, a distance of 546.54 feet to the POB. Containing 6.61 acres (287,886 Sq. Ft.) more or less of land.

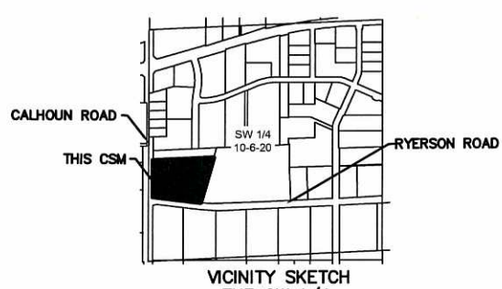
That I have made this survey, land division and map by the direction of the Gamay Holdings LLC., Owner of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 or the Wisconsin Statutes and the City of New Berlin ordinances in surveying, dividing and mapping of same.

GENERAL NOTES:

A. This Certified Survey Map was prepared with the benefit of a Title Commitment by First American Title Insurance Company commitment number NCS-1155636-MAD.
B. This site contains two buildings.
C. Property lines are retraced from historical surveys, and deed descriptions.
D. This survey is contained within the parcels identified by Tax Key: NBC 1191989001 and NBC 1191989.
E. Zoning is I-1 (Institutional), adjacent lands are zoned M-1 Light Manufacturing.
F. Setbacks (unless lesser setbacks have been approved by the planning Commission through a conditional use permit). Street (ROW) yard setback: 50' from public ROW, rear yard setback: 25', side yard setback: 15'.



VICINITY SKETCH
THE SW 1/4
SEC. 10 T6N. R 20E.
2000' SCALE

RUEKERT/MIELKE TAKES NO RESPONSIBILITY FOR ANY UNDERGROUND STRUCTURES OR BURIED MATERIALS SUCH AS, BUT NOT LIMITED TO, FOUNDATIONS, WELLS, SEPTIC, HOLDING TANKS, UTILITIES, HAZARDOUS MATERIALS, OR ANY OTHER ITEMS OF WHICH NO EVIDENCE CAN BE FOUND ON THE SURFACE BY A REASONABLE INSPECTION.

OWNER/SUBDIVIDER:
Gamay Holdings LLC.
17100 W. Ryerson Road
New Berlin, WI 53151

PREPARED BY:
Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188
262-542-5733

Ruekert•Mielke
www.ruekertmielke.com

DRAFT

John M. Schulz, P.L.S. 3253

Dated this 16th day of May, 2023

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ, P.L.S (5/16/23)

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CERTIFIED SURVEY MAP - _____

BEING ALL OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 3650, LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 06 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

Gamay Holdings LLC., a Wisconsin corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owners do hereby certify that said corporation caused the land on this map to be surveyed, divided and mapped as represented on this map.

_____ day of _____, 20__.
Owner, Gamay Holdings LLC.

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } SS

Personally came before me this _____ day of _____, 20 __ ,

the above named _____, and_____ to me known to be the person(s) who

executed the foregoing instrument and acknowledged the same.

_____

Notary Public _____ County, Wisconsin.

My commission expires _____

G:\C3D_2018\8341_Keller Inc\10111 Dreampak\10111 Dreampak\dwg\CSM\20230516 CSM.dwg

OWNER/SUBDIVIDER:
Gamay Holdings LLC.
17100 W. Ryerson Road
New Berlin, WI 53151

PREPARED BY:
Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Pkwy.
Waukesha, WI 53188
262-542-5733

Ruekert • Mielke
www.ruekertmielke.com

DRAFT
John M. Schulz, P.L.S. 3253

Dated this 16th day of May, 2023

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ, P.L.S (5/16/23)

CERTIFIED SURVEY MAP - _____

BEING ALL OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 3650, LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 06 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.

PLAN COMMISSION APPROVAL

Approved, that this Certified Survey Map, in the City of New Berlin, is hereby approved by the Plan Commission.

_____ _____

Date David Ament, Chairman

I hereby certify that the foregoing is a copy of a resolution adopted by the Plan Commission of the City of New Berlin.

_____ _____

Date Nikki Jones, Secretary

COMMON COUNCIL RESOLUTION

Resolved, that this Certified Survey Map, in the City of New Berlin, is hereby approved by the Common Council.

_____ _____

Date David Ament, Mayor

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of New Berlin.

_____ _____

Date Rubina Medina, City Clerk

G:\C3D_2018\8341_Keller Inc\10111 Dreampak\10111 Dreampak\dwg\CSM\20230516 CSM.dwg

OWNER/SUBDIVIDER:
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Ruekert • Mielke
www.ruekertmielke.com

DRAFT

John M. Schulz, P.L.S. 3253

Dated this 16th day of May, 2023

THIS INSTRUMENT WAS DRAFTED BY JOHN M. SCHULZ, P.L.S (5/16/23)

July 25, 2023

TO: Common Council
Mayor Ament
Alderman Horbinski

FROM: Parks, Buildings and Grounds Commission

RE: Items from the Parks, Buildings and Grounds Meeting from July 10, 2023 requiring Common Council action.

- Discussion and Recommendation to Common Council to reject the bid by Allcon, LLC and rebid with individual buildings.

Council Motion:

This item was considered at the Parks, Buildings and Grounds Commission meeting on July10 2023. It was approved and recommended to the Common Council on a vote of 3-0. I do hereby move that the Common Council reject the bid by Allcon, LLC and rebid with individual buildings.

File #: UT 10-23
UC Date: 6-27-23
JH

STAFF REPORT
EXECUTIVE SUMMARY

CUSTOMER/PROJECT: Sanitary Sewer Hook-up Request
John and Karen Emanuele

LOCATION: 16235 W. Hansen Drive
New Berlin, WI 53151

REQUEST:
The homeowners, John and Karen Emanuele, are requesting to hook into the City sanitary sewer system due to a failing septic system. (Letter Attached)

UTILITY MANAGER RECOMMENDATION:
Discussion and possible action that the Utility Committee considers to approve or disapprove a sanitary sewer hook-up including applicable fees associated with the connection. (Photo Attached)

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT

John and Karen Emanuele
16235 W Hansen Drive
Sanitary Sewer Hook-up Request

DATE STAFF REPORT CREATED: June 14, 2023

CUSTOMER/PROJECT NAME: John and Karen Emanuele
16235 W. Hansen Drive
New Berlin, WI 53151

ISSUE/DESCRIPTION OF PROJECT:
The homeowner has a failing septic system and wishes to connect to the city sanitary sewer.

REQUESTED ACTION:
Discussion and possible action that the Utility Committee considers to approve or disapprove a sanitary sewer hook-up including applicable fees associated with the connection. (Photo Attached)

FISCAL IMPACT: None

SOURCE OF FUNDS: **None**

RATIONAL:

UTILITY MANAGER RECOMMENDATION:
That the Utility Committee considers to approve or disapprove a sanitary sewer hook-up including applicable fees associated with the connection. (Photo Attached)

ATTACHMENTS: Resident Letter
Photo

John and Karen Emanuele
16235 W. Hansen Dr
New Berlin, WI 53151

June 8, 2023
To: The City of New Berlin

Recently, our septic tank collapsed beneath our concrete patio and we are currently out of service.

We are seeking the permission to connect our home at the above address to the sanitary sewer in S. Top O Hill Dr. South Top O Hill runs along our south lot line and has a sewer main in the road.

We have had a septic company to look at a septic repair and were told the following:

-The tank cannot be replaced without replacing the entire system

This is based on a soil test being required to replace the tank

and if the soil test doesn't pass for an in-ground system, a mound will be required. The soil test is unlikely to pass to keep the in-ground system.

-IF a mound is required, due to our well location, place to test would be over old system and it is not recommended that a mound go over old systems.

-Also in the proposed mound area the contours go opposite what would be needed and the mound would have to be modified and designed to fit in an area where and how it would not be typical for a mound system to go.

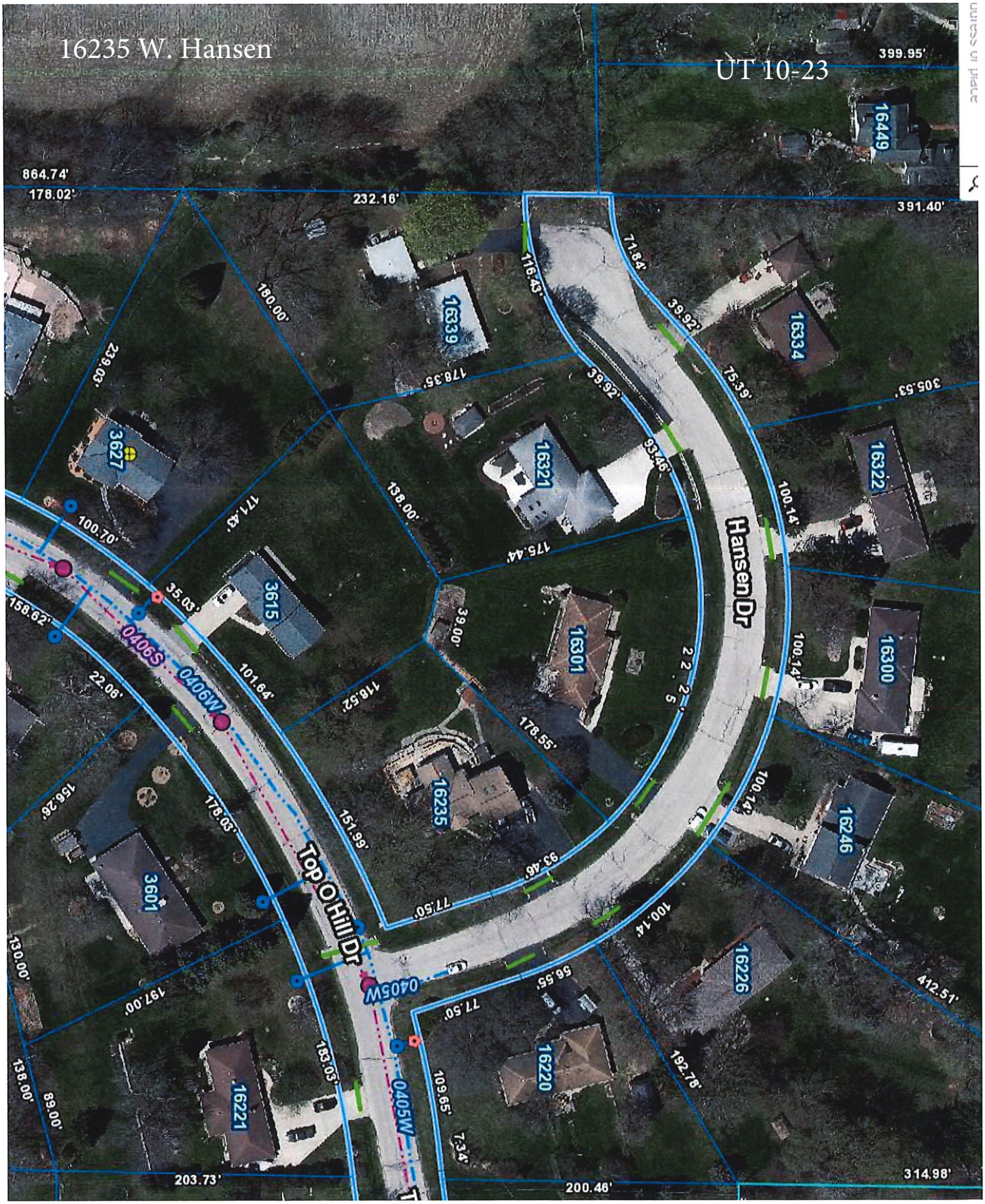
Also our concern is a mound system is another temporary fix, while we have sewer in the street along our south lot line and would be a much better solution to our current issue.

The septic / sewer company highly recommends to us that we seek permission to connect to the sanitary main as that would be by far our best option. They said options could range from directional drilling directly into the manhole on the corner of Hansen. This method eliminates any impact to the roads. If this is not permitted, then open cut to the main in S. Top O Hill.

We appreciate your consideration.

Sincerely,

John and Karen Emanuele


16235 W. Hansen
UT 10-23
Hansen Dr
Top O Hill Dr
16449
16334
16339
16322
16321
16300
16301
16235
16246
16226
16220
16221
3627
3615
3601
0406S
0406W
0405W
0405W
399.95'
864.74'
178.02'
232.16'
391.40'
71.84'
116.43'
39.92'
75.39'
305.53'
180.00'
229.03'
178.35'
39.92'
93.46'
100.14'
138.00'
171.43'
175.44'
100.70'
35.03'
158.62'
39.00'
100.14'
101.64'
116.52'
22.06'
178.55'
156.26'
178.03'
151.99'
100.14'
93.46'
77.50'
130.00'
197.00'
56.55'
77.50'
412.51'
183.03'
109.65'
192.78'
138.00'
89.00'
7.34'
203.73'
200.46'
314.98'

We had done some research as far as what other communities have charged for a Sewer Connection fee. We used four of our neighbors, and then three other growing communities in Waukesha County.

Muskego:

A $500.00 sewer connection fee is required to be paid at the time a Plumbing Permit is issued for connection to the City's Sanitary Sewer Facilities.

They also charge a Reserve Capacity Assessment (Connection fee): $1,060.00 for existing building (increases $22.50 on Jan 1) or $6,360.00 for new construction (increases $135 on Jan 1)

Waukesha:

Sewer Connection Fee: Is done by the size of the water meter.

5/8"	$ 2,226
3/4"	$ 3,303
1"	$ 5,493
1 ½"	$ 10,986
2"	$ 17,591
3"	$ 32,957
4"	$ 54,928

Brookfield

There is no one time connection fee charged for sewer.

Greenfield:

There is no one time connection fee charged for sewer.

Mukwonago:

The Village has a Sewer connection fee of $1,975. Also, the Village charges $996 for an impact fee. The impact fee is only on new construction.

Pewaukee:

The City has a Reserve Capacity fee of $3,377. They also have areas of their system that has an Interceptor Capacity Assessment. The fees range from $300 - $6,600 depending on area.

Oconomowoc:

Impact fee depending on service area and water meter size ranging from $777 - $10,786 in one service area to $2,146 - $31,895 in another service area.

There is a connection fee that they call a Sewer Availability charge. Fees for those are the following:

5/8" to 3/4"	$ 4,577
1"	$ 7,985
1 1/2"	$ 40,963
2"	$ 68,038

John and Karen Emanuele
16235 W. Hansen Dr
New Berlin, WI 53151

July 19, 2023

To: City of New Berlin
Jim Hart-Utility Manager

RE: Sanitary Sewer Connection request

Pursuant to your letter of July 11, 2023, I submit the following statement of hardship:

1. Our septic tank has collapsed and is in need of replacement. See attached Stanley Walter invoice regarding notification of the collapsed tank.
2. Replacing our septic tank will require replacement of the entire system.
3. We are requesting permission to connect to sanitary sewer main in S. Top-O-Hill Drive which runs along our entire south lot line.
4. Our request is based on the following:
    a. To replace our system with another temporary solution when a permanent solution is to connect to sewer does not make practical sense.
    b. There are significant mature trees which would have to be removed for us to install another temporary onsite system.
    c. During a telephone call we had with Skylar Behm of Waukesha County yesterday, she said that if sewer was available to us they would not issue a permit for an onsite system.
    d. Cost-effectiveness: There is significant cost difference between installing a mound system and connecting to the existing sewer system. The cost of $40,000+ for the mound system is a significant financial burden for our family, while connecting to the sewer system would be a more affordable option. This cost savings would allow us to allocate resources to other important aspects of homeownership and contribute to the local economy.
    e. Environmental impact: There is potential negative environmental impact of installing a large mound system in our front yard, such as the removal of three large mature trees and the loss of our entire front yard. We believe it is important to protect green spaces and trees for environmental sustainability, air quality, and the overall aesthetic value of the community.
    f. **Long-term sustainability**: This is really the main issue of our request. Connecting to the sewer system provides a more permanent and reliable solution compared to a mound system. The sewer system is already in place and maintained by the city, ensuring efficient waste management for the long term. A mound system may require regular maintenance, repairs, and potential replacement in the future, which could pose additional costs and inconvenience.

g. Health and safety: We are concerned about the potential health risks associated with a mound system, such as odor, potential leakage, and the need for regular monitoring and maintenance. Connecting to the sewer system would eliminate these risks, providing a safer and more hygienic solution for both us and the community.
h. Community benefits: Connecting to the existing sewer system seems to better align with the broader goals and vision of the community. By connecting to the sewer system, we are contributing to the overall infrastructure development and enhancement of the community's quality of life. We appreciate the benefits of a centralized sewer system, such as reducing the potential for groundwater contamination and improving overall sanitation.

5. We completely understand that if allowed to connect we will be responsible for:
    a. A signed agreement between us and the City of New berlin Utility as prepared by the City Attorney.
    b. A $ 6,000.00 connection fee
    c. A work within right of way permit which includes:
        i. Scaled design plans of how connection will be made
        ii. Certificate of Insurance from contractor performing the work
        iii. Application form
        iv. Permit fees
        v. $ 5,000.00 Financial guarantee
            1. Can the financial guarantee be in the form of a bond?

We look forward to the meeting on July 25th at 4:45 p.m.

Thank you

John and Karen Emanuele
Attachment: Stanley Walters invoice

Stanley Walter Septic Tank Cleaning LLC.
S65 W22175 National Avenue
Waukesha, WI 53189
info@stanleywalterseptic.com *(Email)*
262-679-1383 *(Office)*
262-679-0732 *(Fax)*

INVOICE

Invoice #: **85385**
Customer #: **3883**
Service date: **5/26/2023**

PAID: $215.00

☐ Check this box if you're billing address has changed and indicate the changes on the reverse side of this slip.

Bill to

John Emanuele
16235 W Hansen Dr
New Berlin, WI 53151

Site address

16235 W Hansen Dr
New Berlin, WI 53151

Detach and remove top portion with your payment.

Stanley Walter Septic Tank Cleaning LLC.
S65 W22175 National Avenue
Waukesha, WI 53189

Invoice #: **85385**
Driver: **RJW**

Inspection

Were the tank(s) at the proper operating level? **NO**
Notes: **Overfull**
Was there ponding? **NO**
Were the baffles OK? **N/A**
Are the tank(s) structurally sound? **NO**
Notes: **Top of tank collapsed**
Were the tank(s) locked? **N/A**
Was there drainback? **N/A**
Were the filter(s) cleaned? **N/A**

Comments

Septic Tank is collapsed the entire septic system will need to be replaced

Service date: **5/26/2023, 4:23 PM**

500 gallons of septic

Services provided

Pump septic	$215.00

There will be a charge for all returned checks. 1% interest will be assessed on all unpaid balances after 30 days.
For billing inquiries: **262-679-1383**

SubTotal	$215.00
Total	$215.00
PAID	$215.00
DUE	$0.00

Thank you for choosing Stanley Walter Septic Tank Cleaning LLC.

City of New Berlin

city living with a touch of country

DATE: July 19, 2023

TO: Rubina R. Medina
City Clerk

FR: Mayor Dave Ament

RE: Mayoral Appointments for the July 25, 2023 Common Council Mtg

Library Board
Charles Garrigues
13750 W National Ave #4411
New Berlin, WI 53151
262-278-0115
chuckgarrigues@gmail.com
(New Appointment)

Expiration Date
6/30/2024

For Office Purposes Only						
TT	Eml	Web	Provox	Ltr	Ethcs	HB

Board of Appeals
Paul Langer
13280 W Fountain Drive
New Berlin, WI 53151
414-698-3853
paul.langer@outlook.com
(Re-Appointment)

Expiration Date
8/24/2026

For Office Purposes Only						
TT	Eml	Web	Provox	Ltr	Ethcs	HB

Ethics Board
James Morrison
14052 W Tiffany Place
New Berlin, WI 53151
262-366-0339
jemorrison58@aol.com
(Re-Appointment)

Expiration Date
8/31/2026

For Office Purposes Only						
TT	Eml	Web	Provox	Ltr	Ethcs	HB

Fourth of July Commission
Nancy Perkins
14201 W Sun Valley Drive
New Berlin, WI 53151
262-352-4791
johnperkins8926@att.net
(Re-Appointment)

Expiration Date
8/1/2027

For Office Purposes Only						
TT	Eml	Web	Provox	Ltr	Ethcs	HB

Fourth of July Commission
Nancy Bertsch
13825 W Pleasant View Drive
New Berlin, WI 53151
262-782-5238
nancy.c.bertsch@gmail.com
(Re-Appointment)

Expiration Date
8/1/2027

For Office Purposes Only						
TT	Eml	Web	Provox	Ltr	Ethcs	HB

Golf Course Commission
Ray McInerny Jr.
3665 Willow Glen Drive
New Berlin, WI 53151
262-786-8559
irishmick007@hotmail.com
(Re-Appointment)

Expiration Date
7/27/2026

For Office Purposes Only						
TT	Eml	Web	Provox	Ltr	Ethcs	HB

Parks, Buildings & Grounds Commission
Domenico Ferrante
3425 S Russel Road
New Berlin, WI 53151
262-784-8266
dferrante@briohn.com
(Re-Appointment)

Expiration Date
7/27/2026

For Office Purposes Only						
TT	Eml	Web	Provox	Ltr	Ethcs	HB

Recreation Commission
Kara Woida
4720 South Forest Ave
New Berlin, WI 53151
414-975-8250
karawoida@gmail.com
(Re-Appointment)

Expiration Date
7/27/2026

For Office Purposes Only						
TT	Eml	Web	Provox	Ltr	Ethcs	HB

Sex Offender Residency Appeal Board
Shari Thompson
17045 W Homestead Drive
New Berlin, WI 53151
262-327-4906
sthompson1119@gmail.com
(Re-Appointment)

Expiration Date
7/23/2026

For Office Purposes Only						
TT	Eml	Web	Provox	Ltr	Ethcs	HB

Sex Offender Residency Appeal Board

James Oldham
4187 S Regal Court
New Berlin, WI 53151
262-784-2477
drumguy@wi.rr.com
(Re-Appointment)

Expiration Date
7/24/2026

For Office Purposes Only						
TT	Eml	Web	Provox	Ltr	Ethcs	HB

Committee of the Whole
MEETING MINUTES

June 27, 2023 - 6:00 PM
Council Chambers
3805 S. Casper Drive

Please note: Minutes are unofficial until approved at the next regular scheduled meeting.

MINUTES

1. CALL MEETING TO ORDER

Mayor Ament called the meeting to order at 6:03 PM.

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

City Clerk Rubina R. Medina took the roll call as follows:
Present: Alderperson Hopkins, Alderperson Harenda, Alderperson Stribl, Alderperson Horbinski, Alderperson Kroupa, Alderperson La Fever
Excused: AlderpersonMaxey
Staff Present: City Attorney Mark Blum, City Clerk Rubina Medina, Library Director Natalie Beacom, Chief of Police Jeff Hingiss, Administrative Specialist Joelle Erickson

3. APPROVAL OF MINUTES

A. June 13, 2023 Committee of the Whole Meeting

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Horbinski
Second by: Alderperson Kroupa
Motion Passed 6-0

4. UTILITY & FINANCE

A. Discussion and recommendation to the Common Council approval of the June 28th, 2023 Water Utility claims in the amount of $39,765.52, Sewer Utility claims in the amount of $678,542.41 and General City claims in the amount of $1,530,191.04

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Hopkins
Second by: Alderperson Harenda
Motion Passed 6-0

5. LICENSES & PERMITS

A. Discussion and recommendation to the Common Council approval of the alcohol license applications for the licensing period of July 1st, 2023 to June 30th, 2024 per the list as presented

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl

Second by: Alderperson Horbinski
Motion Passed 6-0

6. MISCELLANEOUS

A. Library Department Update by Director Natalie Beacom

Library Director Natalie Beacom gave a brief update to the Common Council and audience. She introduced Aubrey Shaw, a graduate from NB West who read her winning scholarship essay.

B. Recommend to Common Council that a public hearing be set for August 14, 2023 at 6:00 PM to be held before the Plan Commission on the suggested amendments to the Zoning Code (Chapter 275)

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Kroupa
Motion Passed 6-0

C. Discussion and recommendation to Common Council approval of the Department of Public Works RAS for one new Custodial Position effective September 1, 2023

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Hopkins
Motion Passed 6-0

D. Recommend to Common Council to amend Section 261-4(F) of the Municipal Code of the City of New Berlin regarding restrictions on parking on city right-of-way and city property by order of the Chief of Police

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Hopkins
Second by: Alderperson Horbinski
Motion Passed 6-0

E. Recommend to Common Council to approve the attached 2023 Salary Table effective 7/1/2023

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Kroupa
Second by: Alderperson Harenda
Motion Passed 6-0

F. Discussion and possible action on risk transfer policy for block party special event permits

The City Attorney stated that the Council needs to vote on whether the City wants to allow special event applications that do not meet the Class I or Class II provision to be exempt from providing evidence of liability insurance. This would be for special events that have less than 150 people in attendance.

The City Clerk stated that the special event permit application outlines the insurance requirements for Class I and Class II event types but does not specify any requirements for those events that have less than 150 people. Currently, the Clerk's Office has 3 block party applications on file and only one of them would be able to provide insurance and that is because they are a Homeowner's Association that is responsible for the block party. The other two applicants are residents and the fee to obtain insurance for an event for 50 people or less is too costly.

Mayor Ament asked if the City had ever received a claim for a special event. City Attorney stated not in his 21 years of being City Attorney.

Ald. Kroupa asked if there were other communities that allowed block party special events without insurance. The City Clerk stated that she has reviewed municipalities in Waukesha County and they do

allow block party applications without insurance.

Ald. Stribl said he does not believe we should add additional requirements for an event that does not meet the Class I or Class II specifications.

Ald. La Fever stated that he believes all applicants should have proper insurance.

Ald.Horbinski stated he understands why insurance is important, but the City should promote community engagement. He believes we should encourage neighborhoods and neighbors to get together. This will improve neighborhood communication and strengthen our community. Ald. Kroupa agreed.

Ald. La Fever stated that applicants need to plan ahead and they shouldn't have a problem obtaining insurance.

Ald. Stribl stated the problem is not planning ahead, the problem is the cost. A 1 million liability coverage could be thousands of dollars for a very small neighborhood event. It's been 21 years with no known incident of claim. We can't live in fear and restrict the public. He understands Ald. La Fever's concerns.

MOTION: Motion to To direct staff not to require evidence of liability insurance for special events under 149 people.

VOTE: Motion by: Alderperson Stribl
Second by: None
Motion Passed 5-1

G. Discussion and recommendation to approve Ordinance No. 2673, an ordinance to create Section 152-24 of the New Berlin City Code regarding Transient Lodging
Ald. Stribl stated this is long overdue and thanked the City Attorney.

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Kroupa
Motion Passed 6-0

H. Discussion and recommendation to amend the City Clerk 2023 Fee List to add a Transient/Short Term Lodging license fee in the amount of $200 per calendar year

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson La Fever
Motion Passed 6-0

7. ADJOURN

MOTION: Motion to Adjourn at 6:34 PM.

VOTE: Motion by: Alderperson Horbinski
Second by: Alderperson Kroupa
Motion Passed 6-0

Respectfully Submitted,
Rubina R. Medina, City Clerk

KWIK TRIP INC. | KWIK STAR

Legal

PHONE 608-781-8988
FAX 608-793-6120

1626 Oak St., P.O. Box 2107
La Crosse, WI 54602

www.kwiktrip.com

June 26, 2023

City Clerk
City of New Berlin
3805 S. Casper Dr.
New Berlin, WI 53151-8610

RE: Appointment of Agent
Kwik Trip 977
15075 W. National Ave.

Dear Daniel:

A new manager, Mario Baregi, has been assigned to take over leadership responsibilities of our Kwik Trip 977 convenience store located in the City of New Berlin. Therefore, we would like to appoint Mario as the agent of the store.

Enclosed, please find the completed Appointment of Agent and Auxiliary Questionnaire forms reflecting this change. In addition, enclosed is a check in the amount of $10.00 to cover the administrative fee for this service. I respectfully request that you please include this item on the agenda of your next City Council meeting for consideration.

Please contact me at (608) 793-6262 or at DHafner@kwiktrip.com if you require anything further. Thank you in advance for your assistance with this matter.

Yours truly,

Deanna Hafner
Licensing Agent

Enclosures

PS – We had a clerical error and the check was mailed to the City of Delavan in error. They are sending it to you directly via US Mail.

Form **AT-200**

Appointment of Successor Agent – Retail Licenses

Submit this form to your licensing authority with a $10 processing fee.

If there is a change in agent, each club, corporation, or limited liability company that holds a retail license to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent and have the appointment approved by the licensing authority pursuant to sec. 125.04(6), Wis. Stats. The following questions must be answered by the agent, and the appointment must be signed by an officer of the corporation/organization or one member of the limited liability company (only one signature is required).

Section 1: Licensee Information and Acknowledgement

Licensee Name

Kwik Trip, Inc. DBA Kwik Trip 977

Reason for Cancellation of Appointed Agent

New manager assigned to oversee store.

The undersigned appoints Mario F. Baregi as agent in accordance with sec. 125.04(6), Wis. Stats.

Scott P. Zietlow — 6-26-23

Signature of President / Member — *Date*

Scott P. Zietlow

Section 2: Agent Information and Acknowledgement

Agent Name

Mario Francis Baregi

Mailing Address	City or Post Office	State	Zip Code
3509 N. 93rd St.	Milwaukee	WI	53222

Agent Questions	Yes	No
1. Are you of legal drinking age?	☒	☐
2. Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent?	☒	☐
3. Have you ever been convicted of a federal law violation?	☐	☒
4. Have you ever been convicted of a state law violation?	☐	☒
5. Have you ever been convicted of a local ordinance violation?	☐	☒
6. Have you completed the required responsible beverage server training course per sec. 125.04(5)(a)5, Wis. Stats.?	☒	☐

UNDER PENALTY OF LAW, I declare that my answers above are true and correct to the best of my knowledge and belief.

I hereby accept appointment as agent for Kwik Trip, Inc. DBA Kwik Trip 977 and assume full responsibility of the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Mario Baregi — 6-26-2023

Signature of Agent — *Date*

Mario F. Baregi

Section 3: Licensing Authority Approval

Municipality Name

Signature of Official — *Date*

Title of Official

AT-200 (N. 8-20)

Wisconsin Department of Revenue

Background check completed 7-13-23

Date

Form
AT-103

Alcohol Beverage License Application Supplemental Questionnaire

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- managing members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Supplemental Questionnaires are submitted.

Part A: Premises/Business Information

1. Registered Entity Name (or individual name if sole proprietor)
Kwik Trip, Inc.

2. Trade Name or DBA
Kwik Trip 977

3. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization

Part B: Individual Information

1. Name (Last, First, M.I.)
Baregi, Mario F.

2. Relationship to Registered Entity (Title)	3. Email	4. Phone
Agent	mario.baregi@gmail.com	612-581-9828

5. Home Address
3509 N. 93rd St.

6. City	7. State	8. Zip Code	9. Date of Birth
Milwaukee	WI	53222	12/22/1996

10. Drivers License/State ID Number	11. Drivers License/State ID State of Issuance
B620-5469-6462-07	WI

Part C: Address History

List in chronological order your last two residence addresses within the last 5 years.

Previous Address 1	Dates (MM/YYYY - MM/YYYY)
2753A N. Booth St.	
Previous City, State, Zip	
Milwaukee, WI 53212	9/2019 9/2020
Previous Address 2	
Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)

Part D: Employment History

List in chronological order your last two employers within the last 5 years.

Employer's Name	
Kwik Trip, Inc.	
Employer's Address	Dates Employed (MM/YYYY - MM/YYYY)
1626 Oak St., La Crosse, WI 54603	1/2020- Present
Employer's Name	
Dominos	
Employer's Address	Dates Employed (MM/YYYY - MM/YYYY)
Grafton, WI	6/2018 - 10/2020

Part E: Criminal History

1. Have you ever been convicted of any offenses (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated		Trial Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated		Trial Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part F: Questions

1. Have you lived in any state other than Wisconsin as an adult? If yes, please list them in the space below. If no, continue to question 2. ☒ Yes ☐ No

2. How long have you continuously lived in Wisconsin prior to the date of application?	Years	Months
	Since 2015	

3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g. brewer, brewpub, winery, distillery)? If yes, please explain using the space below. Attach additional sheets as needed. ☐ Yes ☒ No

Part G: Attestation

READ CAREFULLY BEFORE SIGNING: I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
[illegible]	6-26-2023

FINANCE DEPARTMENT UPDATE

Receipt the Money

• Tax Roll	$90.2 million
• Other City revenues	$10.2 million
• Utilities	$19.1 million
• Special Revenue Funds	$ 4.0 million
• Capital Projects	$ 21.8 million
• TOTAL	$145.3 MILLION

Invest the Money

- State Statutes and more restrictive City Investment Policy
- City has a “passive investment” policy
- Security, Liquidity, Return
- Majority of funds in the State Investment Pool, balance in CD’s and Federal Agencies
- WISC member, under the State contract for fees, substantial savings & all available funds invested.

Pay out the Money

- Other Taxing Districts $60.5 million
  - *Collect taxes for the 8 taxing districts in the City*
- Vendors $48.9 million
  - *6,337 checks issued*
- Employees $20.7 million
  - *415 W-2's issued, 253 1095-C's, 8,281 paychecks*
- Debt Service $ 9.0 million

- TOTAL $139.1 MILLION

Account for it All

- Financial Statements for City, Water, & Sewer
- Monthly financial, Quarterly CIP reports to council, mayor & department heads
- State Financial Report Form B, annually to the State-22 pages
- PSC Report, annually to the State – 72 pages
- Statement of Taxes
- Other non-public reports - W-2's, 1099's, 1095-C (ACA), Wisconsin Retirement

2022 Activities

- Assist Grant Reporting & application – Tourism, Supplemental law enforcement grant, JustGrant
- Numerous budget projections & updates
- Annual Audit done remotely, unqualified opinion, highest level of assurance possible.
- Completed GASB 87 on Leases

Debt Management

- Issued $7,825,000 General Obligation Notes 10/12/2022
- Issued $13,865,000 General Obligation Refunding Notes 11/10/22
- Issued $13,970,000 Trust Fund Loan 10/19/22
- 2023 Projected $10,300,000 Note Issue
- 2023 Projected $9,500,000 TID Issue
- Maintained Moody’s Aaa rating

Other Tasks

- Calculate tax roll & generate tax bills
- Chairperson of Joint Review Board
- Coordinate annual Bond Issue for Capital Budget – significant amount of behind the scenes paperwork, 3 Bond issues, 1 Inter-fund Loan
- Maintain garbage/recycling database, add, remove, bill customers
- Maintain access & authorities in MUNIS
- Coordinates the operating & capital budget process for all city and enterprise funds
- Part of union negotiating team
- Reports & analysis for boards/commissions: Library, 4th of July, Tourism, Finance, etc.
- Prepare/file reports with State - Room tax, Levy Limit, Statement of Taxes, TID, Video Provider & Chargeback

Department Staffing

	Actual	Actual	Budget	Proposed
	2021	2022	2023	2024
Director of Finance/Treasurer	1.0	1.0	1.0	1.0
Deputy Director of Finance	-	-	1.0	1.0
Accounting Manager	0.9	0.6	-	-
Utility Accountant	0.1	0.4	1.0	1.0
Bookkeeper	1.0	1.0	1.0	1.0
Payroll Coordinator	0.7	0.7	0.7	0.7
Payroll Associate	0.5	0.5	0.5	0.5
Cashier	1.0	1.0	1.0	1.0
Total	5.2	5.2	6.2	6.2

Brookfield 2023 Budget	
Director of Finance & Admin	1.0
Deputy Finance Director	1.0
Finance Manager	1.0
Management Accountant	1.0
Payroll Management Accountant	1.0
Utility Accountant	1.0
Accountant	2.0
Accounting Manager	1.0
Office Services Assistant	2.0
Total	11.0

Technology

- MUNIS is main operating system for the City, used for General Ledger, Payroll, Payables, Utility Billing, Tax Billing, Cash Receipting, and Permitting

  In place since July 2004, update to latest version approximately annually. No need to change into the foreseeable future. We were among the first to use this software; but has become the municipal standard in the state since. Brookfield, Waukesha, La Crosse, Sheboygan, Green Bay, Oshkosh, Madison, Sun Prairie, plus others including school districts & counties have been added since.

  Adobe to be phased out in 2022, major upgrade in process, to be done in November 2022 in addition to adding online payment capabilities

- Online Banking - review account activity online daily, use bill consolidator to mass process online checks, utility customers have direct debit capability, all paychecks are direct deposited.

- An ever-vigilant attitude is needed to detect and prevent cybercriminal activity impact on workstations when using the Internet and accessing web-based systems. Early detection and quick action is important to minimize any potential impact

** Security of City assets & Employee information is TOP priority. Review done with bank annually. Several attempts at fraud during the year, no losses to the city, but a constant concern.

The Future

- Prepare for inevitable turnover, expand cross-training, create user manuals
- Explore Budget presentation/ preparation software
- Expand purchasing card use- earn rebates, become more efficient
- Record retention review, continue to clean out old files

- Thank you!

- Any questions, concerns, etc, contact finance:

- Ralph Chipman, CPA
- rchipman@newberlin.org
- 262-797-2448

REQUESTED ACTION STATEMENT

MEMO TO: Mayor David Ament
Common Council

CC: Plan Commission (via email)

MEMO FROM: Gregory W. Kessler, AICP - Director

DATE: July 25, 2023

ISSUE: Jim Duerrwaechter has filed a petition to:

- Amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10 – Land Use and Chapter 19 – "Neighborhood I" National Avenue West) from Rural Commercial and Suburban Residential to Rural Commercial and Suburban Residential **AND**
- Rezone from B-2 and R-3 to B-5 and R-3

for the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963).

REQUESTED: Recommend to the Common Council that a joint public hearing be set for August 14, 2023 at 6:01 p.m. to be held before the Plan Commission to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10 - Land Use and Chapter 19 - "Neighborhood I" National Avenue West) for the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963) from Rural Commercial and Suburban Residential to Rural Commercial and Suburban Residential;

AND

Recommend to the Common Council that a joint public hearing be set for August 14, 2023 at 6:01 p.m. to be held before the Plan Commission to rezone the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963) from B-2 and R-3 to B-5 and R-3.

RATIONALE: **This rezoning request was further discussed with staff and the applicant and it was determined that B-5 (Rural Commercial District)**

was a more suitable zoning district that better aligned with the Comprehensive Plan than B-2 (General Retail Sales and Service District) in the Rural Commercial portion of the City. There was a Public Hearing date set for July 10, 2023, which did not occur to allow for an amendment to the rezoning application.

Per Chapter 275-21.1 of the City's Zoning Code, the applicant has filed a completed application and petitioned the City to amend the Comprehensive Plan / Future Land Use Map for these properties. Per this section, the applicant submits the application to the Common Council for initial review. DCD staff prepares a requested action statement to refer the request to the Plan Commission to hold a public hearing and take action via a resolution. A report shall be forwarded to the Common Council for final action.

Per Chapter 275-22 of the City's Zoning Code, the applicant has filed a completed application and petitioned the City to rezone these properties. In addition, per State Statute 62.23(7), the Common Council may refer to the Plan Commission all petitions to rezone a property and require that a public hearing be held to obtain public input and that the Plan Commission formulate a recommendation. These recommendations shall be forwarded to the Common Council for final action.

Per Zoning Code Section 275-20l, the applicant has simultaneously filed a Land Division application.

Note: Staff is continuing to prepare the 2030 Comprehensive Plan Updates as time permits. Please note this request will include other basic changes to these chapters. This will represent a public hearing for the 2030 Comprehensive Plan updates. Additional public hearings will be set up to handle the remaining chapters at a future date.

City of New Berlin
3805 South Casper Drive P.O. Box 510921
New Berlin, Wisconsin 53151-0921

(262) 786-8610
Fax (262) 786-6121

REQUESTED ACTION STATEMENT

DATE: July 13, 2023

TO: Committee of the Whole, Common Council

FROM: Josh Radomski, DPW Director

ISSUE: Pre-Emergency Debris Management Contract

REQUESTED:

Approval to enter into a pre-emergency Debris Management Contract with DRC Emergency Services, for a term of 3 years starting August 1, 2023 with a mutually agreeable renewal clause for 2 additional 1 year terms.

FISCAL IMPACT:

This contract requires no upfront funding from the City of New Berlin. The contract also sets the prices that we will pay to remove debris from City Rights of Way at a set contract price that is set prior to a disaster occurring. By getting pricing up front and prior to a disaster occurring, we will be aware of what a disaster event may cost the City and will be able to maximize our eligibility for any FEMA funding that may be granted due to the disaster.

RATIONALE:

The City of New Berlin DPW and Emergency Government have worked closely together to identify potential challenges that may come up should a significant disaster occur within the City. We have identified that our greatest potential challenge and liability as far as cost and residential distress comes from debris management after a large tornado, wind or flood event occurs.

One such incident was the August 2021 storms where we had significant tree damage on the Northeast side of the City caused by a wind event. The size and scale of that event is about the maximum that the DPW would be able to handle with our current staffing and still provide a reasonable clean up time to our residents. In learning from that event, we determined that we needed to start thinking about what we would do in a large-scale disaster that unfortunately have appeared to become more commonplace within the upper Midwest (2021 Kentucky tornadoes, 2023 Illinois and Iowa tornadoes). The City determined that the best solution to our deficiencies during large scale disaster events would be to have a contractor on board before a disaster began. The benefits to this include but are not limited to:

1. Lower cost to provide the services as we would not be bidding against other municipalities/landowners for the same services after a disaster occurs.
2. Increased contractor availability and being “first in line” to get services to the area.
3. Knowledge of who to call and who we will be working with during the disaster.
4. Avoiding time consuming bidding processes after a disaster takes place which will lead to a faster and more efficient recovery process.

By signing this contract, the DPW will better be able to respond to the needs of the residents in the hours and days after a large scale disaster occurs, while minimizing the costs incurred by the City.

RECOMMENDATION:

Recommend the Committee of the Whole and Common Council approve entering into a pre-emergency Debris Management Contract with DRC Emergency Services, for a term of 3 years starting August 1, 2023 with a mutually agreeable renewal clause for 2 additional 1 year terms.

Radomski, Joshua

From: Kristy Fuentes <kfuentes@drcusa.com>
Sent: Monday, July 17, 2023 3:43 PM
To: Radomski, Joshua
Cc: Joe Newman; Burns, Jim; Lisa Garcia Walsh
Subject: RE: City of New Berlin Debris Management RFP

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon,
We have reviewed the changes and do not see any issues.
Have a wonderful week,
Kristy

Kristy Fuentes
Vice President of Administration and Compliance | **DRC Emergency Services**
A: 111 Veterans Memorial Blvd, STE 401 | Metairie, LA 70005
P: 504.482.2848 M: 504.220.7682 F: 504.482.2852
E: kfuentes@drcusa.com W: www.drcusa.com

From: Radomski, Joshua <jradomski@newberlin.org>
Sent: Monday, July 17, 2023 1:09 PM
To: Kristy Fuentes <kfuentes@drcusa.com>
Cc: Olivia Marino <omarino@drcusa.com>; Joe Newman <jnewman@drcusa.com>; Burns, Jim <jburns@newberlin.org>
Subject: RE: City of New Berlin Debris Management RFP

Kristy,

Our attorney is recommending some minor changes to the current standard terms and conditions to clarify the relationship that we will have once the contract is ratified by the Council next week. Let me know if any of these changes are an issue for you. The contract will be going to Council next Tuesday, July 25. Thanks.

After execution of this contract, the work will be identified and a mutually agreeable scope of service created as provided for hereunder which services will be substantially completed during the contract period which will commence on August 1, 2023 and continue through August 1, 2026. Work being performed hereunder shall be completed and ready for final acceptance and payment in accordance with this agreement on or before August 1, 2026. This agreement may be extended upon the mutual agreement of the parties in 1 year increments based on the Debris Management Request for Proposal dated _____ for a maximum of 2 additional renewals.

Section 4 b could be updated to be:

The estimated total of all unit price work shall be the base bid in the Debris Management proposal times the number of units needed by the city to address its actual disaster needs as outlined in the Debris Management Request for Proposal and DRC's proposal dated _____.

Josh Radomski

From: Kristy Fuentes <kfuentes@drcusa.com>
Sent: Wednesday, June 21, 2023 5:04 PM
To: Radomski, Joshua <jradomski@newberlin.org>
Cc: Olivia Marino <omarino@drcusa.com>; Joe Newman <jnewman@drcusa.com>; Burns, Jim <jburns@newberlin.org>
Subject: RE: City of New Berlin Debris Management RFP

Good afternoon,
It was a pleasure speaking to you all yesterday. As we discussed, I have attached a sample chart of debris separation at the curb for you to review and this would be shared with all residents at time of an event. Additionally, below is language describing the Household Hazardouse Waste line item and how it would be priced. If you would like a proposal to add this line item, we would base it off of recently proposed contract rates.

Household Hazardous Waste:

Household Hazardous Waste (HHW) includes handling, removal and collection of propane tanks, paint, pesticides and other materials that are prohibited items from disposal in Subtitle D landfills and Class I disposal sites. The Contractor will segregate these items from vegetative and C/D debris and load and transport the HHW to a collection site identified by the County. Disposal will be the responsibility of County. No disposal is included in this line item. The HHW will be segregated in the field and hauled in concentrated loads. Payment under this item will be per pound. Item #17 on Price Proposal Sheet.

REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the County.	$_____.___/lb.

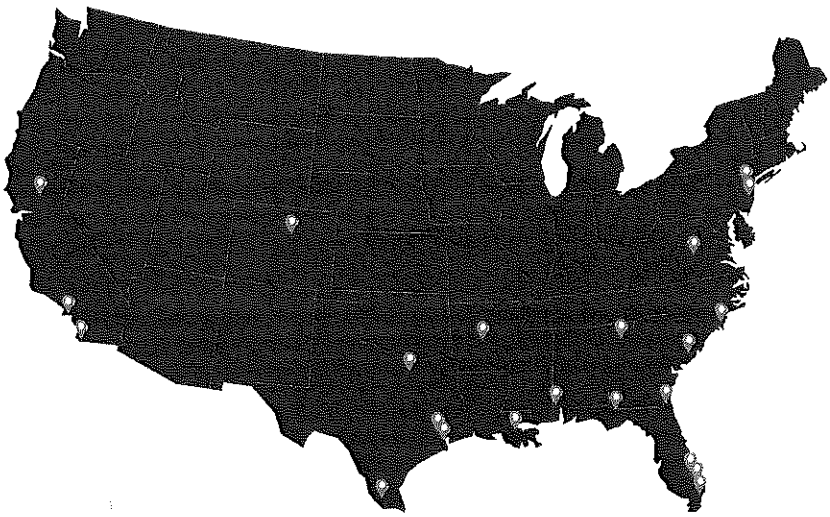
If you have any questions, please contact me.
Thank you and have a nice evening.
Kristy

Kristy Fuentes
Vice President of Administration and Compliance | **DRC Emergency Services**
A: 111 Veterans Memorial Blvd, STE 401 | Metairie, LA 70005
P: 504.482.2848 M: 504.220.7682 F: 504.482.2852
E: kfuentes@drcusa.com W: www.drcusa.com

From: Radomski, Joshua <jradomski@newberlin.org>
Sent: Tuesday, June 13, 2023 11:53 AM
To: Kristy Fuentes <kfuentes@drcusa.com>
Cc: Olivia Marino <omarino@drcusa.com>; Joe Newman <jnewman@drcusa.com>; Burns, Jim <jburns@newberlin.org>
Subject: RE: City of New Berlin Debris Management RFP

10:30 Central/11:30 Eastern if that works for you.

DRC EMERGENCY SERVICES
Striking Back.



P.O. Box 17017
Galveston, TX 77552
TTY: 888-721-4DRC
Phone: 504-482-2852
Fax: 504-482-2852
www.drcusa.com

DRC CONTACT ADDRESSES

111 Veterans Blvd., Suite 401
Metairie, LA 70005

DRC CONTACTS

KRISTY FUENTES
Vice President of Compliance and Administration
Email: kfuentes@drcusa.com
Office: 504.482.2848
Cell: 504.220.7682

JOE NEWMAN
Vice President of Operations
Email: jnewman@drcusa.com
Cell: 214.930.9300

JOHN SULLIVAN
President
Email: jsullivan@drcusa.com
Office: 504.482.2848
Cell: 832.731.8234

LISA GARCIA WALSH
Contract Manager
Email: lwalsh@drcusa.com
Office: 504.482.2848
Cell: 504.715.9052

Table of Contents

TAB A – LETTER OF INTRODUCTION **1**

A. Signing Authority 3

B. Texas Secretary of State License 5

TAB B – TEAM ORGANIZATION, MANAGEMENT, AND GENERAL QUALIFICATIONS **6**

A. Organizational Chart 6

B. Key Personnel 7

C. Availability of Firm's Resources 11

D. Résumés 17

TAB C – EXPERIENCE AND REFERENCES **37**

A. Notable Achievements and Experience 38

B. Background and Capacity 39

C. DRC's Debris Expertise 40

D. 5 Year Project History 41

E. Relevant Work Experience 42

F. Financial Strength and Stability 46

G. Bank Reference Letter 47

H. Bonding Capacity Letter 48

I. Sample Insurance Certificate 49

J. 10 Year Past Performance 50

K. References 68

L. Letters of Recommendation 69

M. Experience With FEMA Reimbursement 75

TAB D – PROJECT UNDERSTANDING AND WORK PLAN **78**

A. Technical Approach 78

TAB E – SUBCONTRACTING PLAN **88**

A. Employment of Local and Minority Contractors 88

B. Affirmative Action/Equal Opportunity Policy 91

TAB F – BONDING CAPACITY **92**

A. Bonding Capacity Letter 93

B. Bid Bond 94

TAB G – LITIGATION AND CONTRACT TERMINATION HISTORY **96**

A. Five Year Litigation and Regulatory List 96

TAB H – REQUIRED DOCUMENTS **101**

DRC EMERGENCY SERVICES Striking Back.

A. Required Certification 102
B. Proof of State Registration 103
C. Attachment A – New Berlin Debris Management Contract Bid Form 107

DRC EMERGENCY SERVICES Striking Back.

111 Veterans Boulevard • Suite 401 • Metairie, LA 70005 • (888) 721-4372 • Fax: (504) 482-2852
www.drcusa.com

May 31, 2023

City of New Berlin
City Hall
3805 S. Casper Drive
New Berlin, WI 53151

Re: Emergency Debris Removal Services

Dear Sir or Madam,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and the City of New Berlin our proposal to provide Emergency Debris Removal services as required in the above referenced RFP. DRC is among the leading disaster management companies in the United States. Our services include emergency debris removal; disaster management—including temporary housing, workforce housing and life support—as well as required FEMA documentation; debris management; right-of-way maintenance; marine debris, salvage and recovery; vehicle and vessel removal and processing; technical assistance and project management; construction and construction management; demolition; and final disposal management.

DRC is headquartered in Galveston, Texas and maintains offices across the United States and allow us to continue to provide services to the City of New Berlin should any location be compromised during a disaster. DRC currently has dozens of reservists and hundreds of subcontractors ready to participate in any response effort. Depending on the size of an event which may strike the City of New Berlin, DRC will dedicate all necessary manpower and equipment and in no case, will the project be understaffed.

Corporate officers with legal signing authority to bind DRC to the terms and conditions of this proposal include: John Sullivan, President; Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

The Point of Contact for the City of New Berlin is Kristy Fuentes who can be reached at (888) 721-4372, by cell: (504) 220-7682 or by email: Kfuentes@drcusa.com.

Authorized Persons
John Sullivan
President
P.O. Box 17017
Galveston, TX 77552
P: 504-482-2848
F: 504-482-2852

Kristy Fuentes
Vice President/Secretary-Treasurer
111 Veterans Blvd, Suite 401
Metairie, LA 70005
P: 504-482-2848
F: 504-482-2852

DRC Emergency Services was temporarily suspended by the U.S Air Force from August 29-October 1, 2014 relating to a project in Joplin, Missouri. Following a detailed response by DRC's new Ownership and Management, the suspension was lifted without any fine or penalty. DRC maintains a robust corporate compliance, safety and ethics program and operates in good standing with all branches of Government.

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your RFP. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with the City of New Berlin in the future.

Sincerely,

Kristy Fuentes
Vice President, Secretary, Treasurer

ACTION IN LIEU OF
A MEETING OF THE
MANAGER OF
DRC EMERGENCY SERVICES, LLC

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the sole Manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 19, 2016.

WHEREAS, Section 4.2 of the Company's Second Amended and Restated Operating Agreement dated January 20, 2016 (as amended, the "LLC Agreement") and the Act permit the Manager of the Company to take the following actions; and

WHEREAS, the undersigned, DRC Equity LLC, constitutes the sole Manager of the Company (the "Manager").

NOW, THEREFORE, the undersigned hereby makes the following resolutions and consents to the following actions in lieu of a meeting of the Manager of the Company:

1. The following persons, in their respective corporate capacities indicated below, are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

Name	Office/Capacity
John R. Sullivan	President
Kristy Fuentes	Vice President of Business Development, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same counterpart. This written consent shall be filed with the minutes of the proceedings of the Manager of the Company.

[SIGNATURE PAGE FOLLOWS]

Dated effective as of the date first written above.

DRC EMERGENCY SERVICES LLC

By: **DRC EQUITY, LLC**
a Texas limited liability company
Its: Manager

By: John R. Sullivan
Its: President

[Consent to Appoint Manager – DRC Emergency Services, LLC (January 2016)]

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

David Whitley
Secretary of State

Office of the Secretary of State

Certificate of Fact

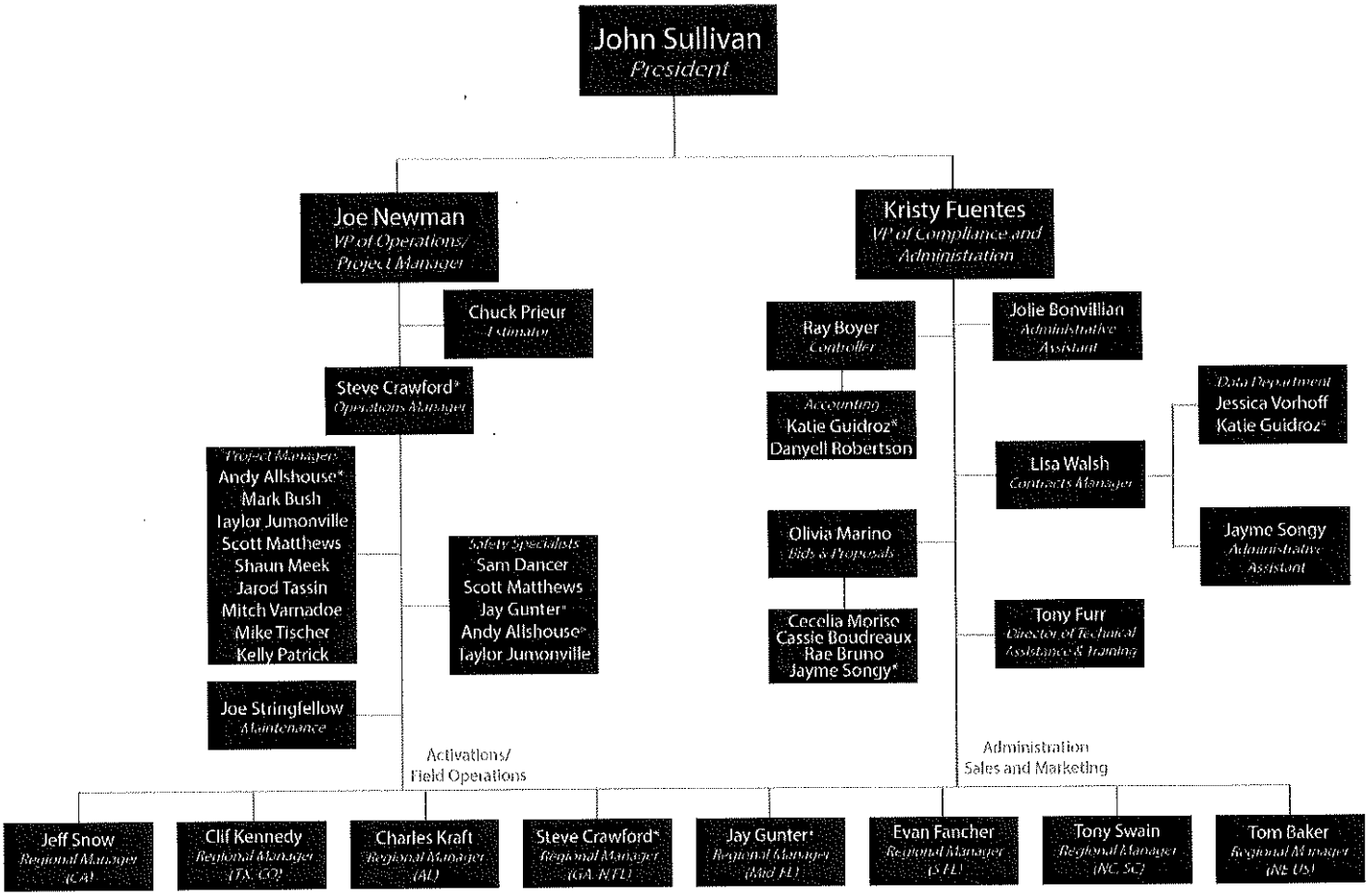
The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Certificate of Authority for DRC Emergency Services, LLC (file number 800551038), a ALABAMA, USA, Foreign Limited Liability Company (LLC), was filed in this office on September 28, 2005.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on April 01, 2019.

David Whitley
Secretary of State

ORGANIZATIONAL CHART



* indicates this person is listed twice

Key personnel will not be substituted without express permission of the City.

KEY PERSONNEL

DRC, its subcontractors, and/or personnel lists their accomplishments among memberships in several professional organizations including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or its' affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services. DRC is familiar with USACE, FEMA, and FHWA rules and regulations, the Stafford Act, and 44CFR as they pertain to emergency response, recovery and reimbursement.

John Sullivan, President

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries.

With over 26 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process.

FEMA Certifications: IS-20.18, IS-100.b, IS-100.pwb, IS-200.b

Kristy Fuentes, Vice President of Compliance and Administration/ Regional Manager

Kristy Fuentes is the Vice President of Compliance and Administration for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and regulatory compliance.

Ms. Fuentes plays a key administrative role in every project DRC performs. In response to Hurricane Ida in 2021, Ms. Fuentes oversaw over the removal and disposal of over 17,000,000 cubic yards across 25 jurisdictional activations while managing 82 debris management sites. In the wake of Hurricanes Michael and Florence in 2018 she directed 45 simultaneous contract activations while providing oversight of accounting, invoicing, ticket reconciliation and overall administrative management. Ms. Fuentes has provided this kind of oversight on all of DRC's projects since 2013.

Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.

Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the "Katrina Car and Vessel" contract and three massive demolition projects in the City of New Orleans. Following Hurricane Gustav, Ms. Fuentes managed

nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars. In response to the BP MC 232 oil spill, Ms. Fuentes played a key role in the clean-up of lower Jefferson, Terrebonne and Plaquemines Parishes through the employment and management of hundreds of local residents and vessels.

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-29, IS-37.17, IS-42, IS-100, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-241.b, IS-244.b, IS-315, IS-317, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-700, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-906, IS-907, IS-909, IS-2900

Joe Newman, Vice President of Operations

With more than 20 years of experience overseeing large-scale construction and disaster-related debris management projects, Mr. Newman's responsibilities include on-ground execution of projects, oversight of all field personnel, schedule adherence, and resource utilization.

As Vice President of Operations, Mr. Newman maintains business relationships and offers hands-on participation and incident command on all operations. Mr. Newman provides operational oversite in order to measure progress and adjusts processes to ensure the success of the project. Mr. Newman works closely with management personnel and oversees all project managers to maintain efficient team structure during an activation.

Mr. Newman has managed teams over multiple disasters including Hurricanes Ian, Ida, Sally, Zeta, Delta, Laura, Isaias, Hana, Dorian, Michael, Florence, Maria, Irma, Harvey, Matthew, Gustav, Katrina and Ike. During the activation of Hurricane Ian, Mr. Newman oversaw debris removal operations in 16 jurisdictions, managed 16 DMS sites, and removed and disposed of over 3,200,000 cubic yards of debris.

Mr. Newman plays a role in every major activation providing overall project management and operational oversight.

FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-632.a, IS-702.a, IS-2900

Tony Furr, Director of Technical Assistance and Training

Mr. Furr was the Region VI Debris Subject Matter Expert (SME) from 2013 – 2021 for FEMA and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for over 100 federally declared disasters and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

Mr. Furr was directly involved in the FEMA Public Assistance (PA) grant program since 2005 (Hurricane Katrina and Rita) through 2020 COVID-19 events, including Hurricane Ike and Hurricane Harvey. Mr. Furr's knowledge and experience of the FEMA PA program is invaluable to both DRC Emergency Services, and all clients while navigating the FEMA Disaster grants programs. Mr. Furr is also a FEMA trainer for Grants Management and Debris Management. He has delivered the Debris Management training at the National Hurricane Conference,

the Texas Emergency Managers Conference, the Oklahoma Emergency Managers Conference and presided over the round table workshops hosted by the Disaster Recovery Contractors Association (DRCA) in FEMA Region VI.

Tony Furr is one of the most knowledgeable people working in the debris management business with firsthand field experience managing major disasters and PA grants.

FEMA Certifications: ICS-100, ICS-200, IS-24, IS-632.a, IS-634, IS-800.b, IS-821, IS-00022, IS-00230, IS-00317, IS-00393.a, IS-00631, IS-00632, IS-00821, IS-1812
Other Certifications: National Wildlife Coordinative Group Certifications L-381 and L-480; E0193 Certified Appeal Analyst; Various field training, including CEF, Hazard Mitigation, PA Ops 1, PA Ops 2, and Debris; Project Management (Certified Project Manager (CPM) URS Corporation

Mark Bush, Project Manager

Mr. Bush is a Texas native who worked previously as Field Service Supervisor/Operations Coordinator for an oilfield services company specializing in water treatment. He served 6 years in the US Army as a Light Wheel Mechanic and also served as a Squad Leader with the 4th Brigade/4th Infantry Division. His prior experience has helped him hone his skills in personnel management, reliability and responsiveness, attention to detail and adaptability to change, and time management. Mr. Bush manages the daily logistical coordination of crews, heavy equipment, and support resources; work flow and future crew movement planning; and daily work site documentation. Additionally, he implements health and safety protocols to ensure that all work was completed safely. Following Hurricane Harvey, Mr. Bush served as the main point of contact to Harris County Engineering. He also worked closely with FDOT in the aftermath of Hurricane Michael. Mr. Bush went to Lamar University in Beaumont, TX.

FEMA Certifications: IS-100.c, IS-200.c
Other Certifications: Hazwoper, TX All-lines Ins. Adjuster (lic#2156078), SafeLand USA, SafeGulf USA, H2S Awareness Training, CPR AED Certified

Mitch Varnadoe, Project Manager

Mr. Varnadoe has been employed with DRC for 2 years and has more than a decade of relevant work experience. He currently resides in Coffee County, GA.

Mr. Varnadoe has worked on the following projects with DRC: Graves County, KY; Mayfield, KY Tornadoes; Assumption Parrish, LA- ROW; Assumption Parrish, LA- DOT; Town of Napoleonville, LA- ROW; Town of Central, LA-ROW; St. James Parrish, LA-ROW; St. James Parrish, LA-DOT; Hurricane Laura, LA; Grant Parrish-ROW (2020); Jackson County, FL-PPDR

Shaun Meek, Project Manager

Mr. Meek has been employed with DRC for over 5 years and has over 11 years of relevant work experience. He has worked on more than 15 different projects and has managed the City of Houston bulk waste project for more than 3 years. Mr. Meek has also managed up to 6 man-camps that provided laundry, shower/toilet, and food services. He currently resides in Harris County, TX.

Taylor Jumonville, Project Manager

Mr. Jumonville comes to DRC with 3 years of experience in project management. He has currently worked for DRC for 1 year. He has worked on 10 debris management projects throughout his career. Mr. Jumonville presently resides in Lafayette, LA.
Certification: MOT Advanced Certification

Jarod Tassin, Project Manager

Mr. Tassin joined DRC with 1 year of relevant work experience and has worked for DRC for 6 months. He has currently worked on 2 projects with the company. He presently lives in Metairie, LA.

Sam Dancer, Field Supervisor and Project Manager

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Ida, Delta, Gustav, and Ike; Shelby County, AL tornado; Pinellas County, FL Red Tide Fish Kill; East Baton Rouge Parish, LA ice storm and flood; Ascension Parish, LA flood; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; and the BP Oil Spill.

In 2020, Mr. Dancer was a Project Manager for Bulk Trash Removal in Lafourche Parish, LA. In the past, he was involved in: St. Charles County and the City of Bridgeton tornado debris removal (MO); Tuscaloosa (ALDOT) residential demolition of tornado-damaged residences (AL); Terrebonne Parish (LA) and St. Louis Bayou (MS) Cleanout project; City of New Orleans Strategic Demolition for Economic Recovery project (LA); East Baton Rouge Parish wind storm damage (LA); Ascension Parish, Tangipahoa Parish (LA), and Houston (TX) flood damage; project manager for Hurricane Irma Largo.

FEMA Certifications: IS-3, IS-5.a, IS-10.a, IS-11.a, IS -20.19, IS-20.21, IS -21.19, IS-21.21, IS-29, IS-33.17, IS-35.21, IS-36, IS-37.19, IS-37.21, IS-42, IS-60.b, IS-75, IS-100.c, IS-100.fda, IS-100.fwa, IS-100.hcb, IS-100.he, IS-100.leb, IS-100.pwb, IS-106.17, IS-200.b, IS-200.hca, IS-201, IS-230.d, IS-240.b, IS-241.b, IS-244.b, IS-315, IS-317, IS-324.a, IS-325, IS-360, IS-394.a, IS-405, IS-420, IS-421, IS-453, IS-454, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.b, IS-702.a, IS-703.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-807, IS-807, IS-809, IS-810, IS-811, IS-812, IS-813, IS-906, IS-907, IS-909, IS-912, IS-914, IS-01010, IS-1150, IS-1172, IS -2000, IS-2002, IS -2500, IS -2600, IS-2900.a, IS-2901
OSHA Certifications: OSHA-105, OSHA-107, OSHA-108, OSHA-112, OSHA-113, OSHA-115, OSHA-116, OSHA-121, OSHA-122, OSHA-123, OSHA-144, OSHA-150, OSHA-151, OSHA-152, OSHA-161, OSHA-162, OSHA-602, OSHA-603, OSHA-605, OSHA-612, OSHA-614, OSHA-618, OSHA-700, OSHA-701, OSHA-702, OSHA-704, OSHA-707, OSHA-716, OSHA-718, OSHA-719, OSHA-722, OSHA-750, OSHA-806, OSHA-807, OSHA-808, OSHA-809, OSHA-815, OSHA-852
Other Certifications: Access to a TWIC card, LDEQ Asbestos Contractor/Supervisor, Access to HSIN granted by the Department of Homeland Security for Louisiana, Mississippi, Texas, Alabama, and the EM Site

Lisa Garcia Walsh, Contracts Manager

Ms. Garcia Walsh has overseen DRC's contracts since 2010. Her role is to maintain all contractual records and documentation, such as receipt and control of all contract correspondence. She is responsible for applying, renewing, and activating general contractor licenses nationwide as well as other authorizations and pre-qualifications. Additionally, she is responsible for invoicing, ticket reconciliation and coordination with

subcontractors, municipalities and monitoring firms regarding accounting procedures. Ms. Garcia Walsh helps ensure data is collected and processed efficiently.

Ms. Garcia Walsh brings experience in data management operations following some of the largest debris generating natural disaster in recent history. She oversaw data collection and processing for state and federally funded projects. She assists with data management, invoice reconciliation, and project closeout.

Ms. Garcia Walsh has provided administrative assistance to DRC's management personnel on all major disasters since 2013. Prior to joining DRC, Ms. Garcia Walsh provided administrative assistance for emergency response projects involving FEMA protocol.

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-37.17, IS-42, IS-100.a, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-201, IS-244, IS-315, IS-317, IS-324.a, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907 IS-909, IS-2900

Please see résumés attached.

AVAILABILITY OF FIRM'S RESOURCES

Availability of Key Personnel

Since its inception, the DRC team has responded to major natural or man-made disasters occurring within the continental United States and its territories. The DRC personnel are trained, motivated and available for immediate deployment in an emergency response. All assigned personnel will be available to the City as needed. Personnel are N.I.M.S-certified and/or have specialized training in safety and asbestos management and are equipped with utility vehicles, digital, handheld, multi-state, two-way radios, cellular communications, and handheld computers. DRC personnel will have the experience and/or training to respond **immediately** to disasters and are provided with a DRC ES supervisor handbook including required reports and forms for successful disaster response and management thereof.

Regional Managers are assigned to specific geographic locations throughout the United States to assist, monitor and lead the project teams in response to emergency situations. Regional Managers from one region may be assigned to support other Regional Managers as needed and all Regional Managers may be mobilized to one location to support emergency situations. Regional Manager for the City of New Berlin is Kristy Fuentes who is capable of responding to the needs of the City 24 hours a day, 7 days a week.

Available Equipment

DRC will use owned equipment, subcontractor equipment, or lease/rent equipment based upon the disaster scenario. DRC has the most expansive collection of rolling stock and equipment in the disaster services industry. The company has 2,568 trucks and 1,657 pieces of support equipment, either owned or under agreement, available for immediate use. As part of the company's Corporate Mobilization Plan, a monthly inventory of available equipment is performed, recorded, and readily available. DRC has actively demonstrated the ability

to quickly amass and mobilize significant quantities of equipment. **During the 2021 hurricane season, DRC operated in excess of 4,000 pieces of equipment simultaneously while responding to Hurricane Ida.**

Additionally, DRC has Master Service Agreements in place with national equipment suppliers, such as Hertz, United, Caterpillar, and William Scotsman, to supplement our equipment needs.

DRC Emergency Services Asset List

Equipment Type	Description	Quantity
Bucket Trucks	various models with booms	110
Chip Trailers	various models and horse-power	14
Chip Vans	receptacle vehicles	2
Dump Trucks	various models with dual and tri axles	353
End Dump Trailers	various models and capacity	298
Flat Bed Semis	various models for equipment movement	6
Flat Beds	53' equipment trailers	20
Fuel Trucks	multiple model and gallon capacity	46
Low Boys	equipment movement trailers	53
Pickups	half and three quarter ton of various make and model	45
Roll Off Trucks	primarily Galbreath 60,000 pound hoist on various makes	82
Rolls Off Containers	20, 30 and 40 cubic yard containers	337
Self Loaders	various makes with buckets ranging from 2-10 cubic yards	343
Semi Dumps	various makes and models with various capacity	240
Semi Tractors	various makes	232
Service Trucks	fully stocked road ready service vehicles	79
Slingers	various models	5
Straight Trucks	various makes and models	8
Sweepers	various models used for DMS operation	3
Tankers	various models	125
Tractor /Trailers Combos	various models	29
Tractors	various makes and models	43
Trailers	25 foot travel trailer	1
Utility Trailers	15 and 20 foot utility trailers	2
Vacuum Trailer	various makes	30
Vacuum Trucks (Wet)	various makes for	13
Walking Floors	48 ft automated trailers	46
Water Trucks	various capacity used for DMS operation	3
Attachments - various	buckets, hoists, slings etc.	157
Back Hoes	various models and capacity	40
Bobcats	skid-steer with multiple attachments	53

Bull Dozers	various makes and sizes	45
Conveyors	used for material movement	2
Crushers	metal compaction and volume reduction	24
Excavator	various makes and models	164
Feller Buncher	various makes and models used for clearing projects	27
Front End Loaders	various makes, models and bucket capacity	127
Generators	various	41
Grinders	horizontal and tub grinders	36
Jarraf Tree Trimmers	high capacity trimming equipment	3
Jersey Barriers	used for highway projects and within DMS	200
Light Plants	various used for nite operation	100
Material Handlers (Tele Boom)	loading equipment	3
Mobile Kitchens	various models	13
Off Road Dumps	Volvo high capacity	2
Pumps	various sizes	5
Safety Signs, Cones and PPE/arrow boards/message boards	used for highway operations	503
skid steers	various sizes with multiple attachments	96
Screens	shaker screens and sand screens	4
Water Trucks	various models and capacity	12
Total:		**4225**

Marine Vessels/Equipment

Equipment Type	Quantity
Inland Marine Harvestor	1
Air Boat	3
Amphibious Aquatic Excavator	1
Tug Boat	14
Underwater ROV	1
Utility Boat	1
Work Boat	15
JON Boats	10
500 CRANE (120 X 54 X 10)	1
510 CRANE (100 X 52 X 9)	1
524 CRANE (250 x 64 x 12)	1
526 CRANE (293 X 80 X 19)	1
527 CRANE (176 X 75 X 13)	1
529 CRANE (250 X 64 X 12)	1
531 CRANE (420 X 98 X 25)	1
532 CRANE (300 X 90 X 19)	1
533 CRANE (310 X 100 X 20)	1

534 CRANE (111 X 45 X 11)	1
535 CRANE (250 x 64 x 12)	1
536 CRANE (250 x 64 x 12)	1
541 CRANE (200 X 60 X 12)	1
566 CRANE (140 X 70 X 12)	1
Hopper Barge (EX NYC DOS)	16
Hopper Barge (260 X 52.5 X 12)	7
Hopper Barge (200 X 40 X 17.75)	2
Hydra Sport	1
Hydraulic Driven propelled pushers	1
Pontoon Boats	9
Poseidon Barges	3
Push Boats	2
Rescue Skiff	2
Sectional Barges	28
Side Scan Sonar	2
Deck Barge	32
Deck Barge with 9' bin walls	2
Deck Barge with spuds	7
Deck Barge with steel box rails	19
Go Devil Boat	1
Total:	**61**

Process for Managing Multiple Contracts

DRC has experience staffing, managing, and executing multiple debris management and emergency response projects nationwide. Our management approach is grounded in using highly qualified operational management teams coupled with area/sector/site managers, who provide strong management control, and a single point of contact for communication, responsibility, and accountability. DRC empowers managers to reassign resources as needed and to resolve project, cost, or schedule issues at the lowest possible level. DRC's management staff is provided state-of-the-art resource planning and forecasting systems.

DRC's process for managing multiple task orders has been successfully applied to more than 650 projects over the course of multiple events. Highlights of this proven management process include:

- ✓ *Assigning a Program Manager with the authority to commit resources to ensure proper levels of staffing*
- ✓ *Conducting quarterly meetings with clients, DRC's Program Manager, and other key staff, to review active task orders and overall implementation of the contract*
- ✓ *Providing autonomous decision-making authority to the Operations Manager at the task order execution level to avoid delays*
- ✓ *Developing a Communication Plan to clarify roles and responsibilities, identify all project stakeholders, provide a set format/time for communications, and clearly show the chain of command structure*
- ✓ *Allowing for consistency across multiple task orders through the use of proven project management and field activity control policies, plans, systems, and procedures*
- ✓ *Identifying critical schedule and quality impacts by holding monthly project review meetings with key subcontractors*
- ✓ *Developing look-ahead schedules that indicate resource requirements*

Experience Managing Multiple Contracts

DRC has implemented a comprehensive Corporate Level Advance Mobilization Plan to ensure a coordinated, expeditious and effective response to disasters by its personnel and resources. This plan has been utilized by DRC to respond quickly in the following contracts:

2022 Hurricane Ian

- DRC was activated in 16 jurisdictions, managed 16 DMS sites, and removed and disposed of over 3,200,000 cubic yards of debris.

2021 Hurricane Ida

- DRC was activated in 25 jurisdictions, managed 82 DMS sites, and removed and disposed of over 17,000,000 cubic yards of debris.

2020 Hurricane Season

- DRC was activated in 45 jurisdictions, managed 81 temporary staging and reduction sites, and removed and disposed over 5,900,000 cubic yards of debris.

2019 Storm Season

- DRC was activated in 14 jurisdictions in the Gulf Coast region as Hurricanes Barry, Dorian, and Tropical Storm Imelda hit the coast back-to-back over two months. DRC operated and managed 5 temporary staging and reduction sites in total and removed approximately 140,562 cubic yards of debris.

2018 Hurricane Michael

- DRC was active in 9 jurisdictions, managed 27 debris management sites and removed approximately 5,702,004 cubic yards of debris.

2018 Hurricane Florence

- DRC was concurrently activated in 14 jurisdictions, managed 18 temporary staging and reduction sites and picked up approximately 2,500,000 cubic yards of debris.

2017 Hurricane Maria

- DRC was activated by the Department of Transportation and Public Works in Puerto Rico. During this contract, DRC managed 8 temporary staging and reduction sites and removed over 1,000,000 cubic yards of debris.

2017 Hurricane Irma

- DRC was activated in 26 jurisdictions simultaneously while managing 30 temporary staging and reduction sites. DRC removed and disposed of over 2,000,000 cubic yards of debris.

2017 Hurricane Harvey

- DRC was activated in 17 jurisdictions following Hurricane Harvey and simultaneously ran more than 16 temporary staging and reduction sites during this activation.
- DRC recovered and reduced over 3,500,000 cubic yards during this activation.

2016 Hurricane Hermine

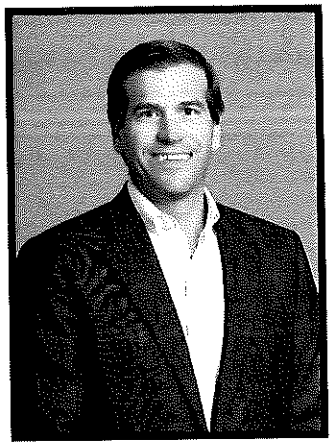
- In Citrus County, Florida, DRC successfully removed and disposed of more than a thousand tons of residential flood debris and tens of thousands of cubic yards of vegetation in less than 30 days.

2016 Louisiana Severe Flooding DR4277

- DRC picked up 1,000,000 cubic yards of debris over the course of 30 days in East Baton Rouge Parish, Louisiana.
- DRC opened and operated two temporary staging and reduction sites to compact and recycle C&D debris prior to haul out for final disposal. These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.

Winter Storm Jonas 2016

- The snow from Winter Storm Jonas started the morning of January 22nd and by the evening DRC had started mobilizing in 5 different jurisdictions. Operations continued 24 hours a day and required two operators per piece of equipment, around the clock management and support personnel. The project was completed in 10 days.



JOHN SULLIVAN

PRESIDENT
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(888) 721-4372 · Jsullivan@drcusa.com

INTRODUCTION

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries.

With over 27 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process.

EDUCATION

Texas A&M University – College Station, Texas
Bachelor of Science – Construction Science

PROMINENT CERTIFICATIONS

FEMA IS-100.b	Introduction to Incident Command System, ICS-100
FEMA IS-100.pwb	Introduction to the Incident Command System
FEMA IS-200.b	ICS for Single Resources and Initial Action Incident

OTHER CERTIFICATIONS

OSHA Safety Certification

USACE Contractor Quality Management

NOTABLE PROJECTS

Hurricane Ian – 2022
Kentucky Tornadoes – 2021
Hurricane Ida – 2021
Alabama Tornadoes – 2021
Texas Severe Winter Storms – 2021
Hurricane Zeta — 2020
Hurricane Delta — 2020
Hurricane Sally — 2020
Hurricane Laura — 2020
Hurricane Isaias — 2020
Hurricane Hanna — 2020
Tropical Storm Imelda —2019
Hurricane Dorian—2019
Tropical Storm Barry—2019
Hurricane Michael—2018
Hurricane Florence—2018
Hurricane Maria – 2017
Hurricane Irma – 2017
Hurricane Harvey – 2017
Hurricane Matthew – 2016
Louisiana Severe Storms and Flooding (DR-4277) – 2016
Winter Storm Jonas – 2015
Houston, TX Flood – 2015

EXPERIENCE

NYC Build It Back Program – City of New York, NY

- Program/construction management for the reconstruction, rehabilitation and elevation of over 700 homes in Staten Island. CDBG-DR funded project for New York City restoring homes damaged by Hurricane Sandy.

New York City Rapid Repairs Program – New York, NY

- Repair of over 1,700 homes throughout the five boroughs of New York following Hurricane Sandy. All repairs performed in a four-month period and included mechanical, electric and plumbing.

FEMA Galveston County Emergency Housing – Galveston County, TX

- Involved the complete development of two former athletic fields into fully-functional manufactured home communities totaling 106 units. Both projects were completed in 28 days.

USACE GIWW Willacy County Dredging – Harlingen, TX

- Dredging of approximately 423,000 cubic yards of material in Gulf Intracoastal Waterway and disposal in designated USACE placement areas.

Port of Harlingen Maintenance Dredging – Harlingen, TX

- Maintenance dredging of Port of Harlingen dock facilities. Dredging of approximately 58,000 cubic yards of material and disposal in POH placement areas.

Port of Galveston Maintenance Dredging – Galveston, TX

- Annual contract for maintenance dredging of Port of Galveston dock areas and shipping channel. Dredging of approximately 70,000 cubic yards of material per dredging cycle.

Port of Houston Maintenance Dredging – Houston, TX

- Maintenance dredging of Bayport Wharf 3 facility. Dredging of approximately 53,000 cubic yards of material and disposal in POH placement areas.

Galveston Pilots Association Dredging – Galveston, TX

- Dredging of GPA facility to create proper draft for incoming vessels. The slips had not been dredged in over ten years, which allowed for a substantial amount of siltation. Over 10,000 cubic yards of material was removed to create 15-foot draft at vessel slips.

Texas International Terminals Levee, Dredge & Bulkhead Construction – Galveston, TX

- Creation of new placement areas, reconstruction & reinforcement of 25 acres of existing levees, dredging of over 150,000 cubic yards of material from facility basin and slips, repair and replacement of existing bulkheads, new fendering systems and dolphin installation.

LBC Terminals Levee Construction & Dredging – Houston, TX

- Creation of a new 10-acre dredge spoil placement area at Houston Ship Channel facility and dredging of 40,000 cubic yards of spoil material.

KRISTY FUENTES

VICE PRESIDENT OF COMPLIANCE AND ADMINISTRATION
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INTRODUCTION

Kristy Fuentes is the Vice President of Compliance and Administration for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and regulatory compliance.

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EDUCATION

University of New Orleans – New Orleans, Louisiana
Marketing – 1993
Southeastern Louisiana University – Hammond, Louisiana
Marketing – 1992-1993

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial

FEMA IS-100.b	Introduction to Incident Command System, ICS-100
FEMA IS-100.pwb	Introduction to the Incident Command System
FEMA IS-632.a	Introduction to Debris Operations
FEMA IS-633	Debris Management Plan Development
FEMA IS-634	Introduction to FEMA's Public Assistance Program
FEMA IS-700	National Incident Management System (NIMS), An Introduction
FEMA IS-702.a	NIMS Public Information Systems

OTHER CERTIFICATIONS

FEMA IS-5.a	FEMA IS-37.17	FEMA IS-201	FEMA IS-317
FEMA IS-10.a	FEMA IS-42	FEMA IS-241.b	FEMA IS-324.a
FEMA IS-11.a	FEMA IS-100.b	FEMA IS-244.b	FEMA IS-453
FEMA IS-29	FEMA IS-200.b	FEMA IS-315	FEMA IS-546.a

FEMA IS-547.a
FEMA IS-632.a
FEMA IS-633
FEMA IS-634
FEMA IS-700
FEM IS-702.a
FEMA IS-706
FEMA IS-775
FEMA IS-906
FEMA IS-907
FEMA IS-909
FEMA IS-2900

NOTABLE PROJECTS

Kentucky Tornadoes – 2021
Hurricane Ida – 2021
Alabama Tornadoes – 2021
Texas Severe Winter Storms – 2021
Hurricane Zeta — 2020
Hurricane Delta — 2020
Hurricane Sally — 2020
Hurricane Laura — 2020
Hurricane Isaias — 2020
Hurricane Hanna — 2020
Tropical Storm Imelda —2019
Hurricane Dorian—2019
Tropical Storm Barry—2019
Hurricane Michael—2018
Hurricane Florence—2018
Hurricane Maria – 2017
Hurricane Irma – 2017
Hurricane Harvey – 2017
Hurricane Matthew – 2016
Louisiana Severe Storms and Flooding (DR-4277) – 2016
Winter Storm Jonas – 2015
Houston, TX Flood – 2015
Winter Storm Pax – 2014
Midwestern Tornado Outbreak – 2013
Super Storm Sandy – 2012
Hurricane Isaac – 2012
Hurricane Irene – 2011
BP Oil Spill – 2010
Hurricane Gustav – 2008
Hurricane Ike – 2008
Hurricane Wilma – 2006
Hurricane Rita – 2005
Hurricane Ophelia – 2005
Hurricane Katrina – 2005
Hurricane Dennis – 2005

EXPERIENCE

DRC Emergency Services, LLC – New Orleans, Louisiana

Chief Executive Compliance Officer, October 2014-Present

- Overall day-to-day responsibility for directing the DRC ES ethics, business conduct and government contracting compliance programs ("Programs"). Ensure that all executives and employees have ethics training on an annual basis and that the Code provides compliance guidance appropriate to the size and nature of DRC ES business.

Vice President of Business Development, 2013-Present

- Management of DRC's marketing, sales and communications functions, providing client relations and assistance in the areas of planning, program management, disaster response, demolition contracting and regulatory compliance

Regional Manager, 2005-2013

- Management and oversight for all Louisiana projects since 2005, including Hurricanes Katrina, Gustav, Ike and Isaac recovery with state and local agency contracts.
- Specialty project management including "Katrina Vehicle and Vessel" recovery in the State of Louisiana for the Department of Environmental Quality, South Shore Harbor Vessel Removal, debris removal, marine debris removal and demolition programs in four parishes, including asbestos removal
- Managed contract and government relations in major disasters throughout the United States including but not limited to the Alabama tornados, Hurricane Irene in Maryland and New York, Hurricane Sandy, Ice Storm recovery in North and South Carolina

Lash Homes, Inc. – Chalmette, Louisiana

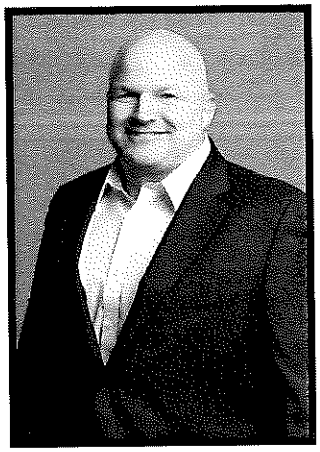
Project Management, 1998-2004

- Managed material, machinery and people for construction projects throughout New Orleans
- Ensured the safety of the employees
- Responsible for timely completion of projects

Casey, Babin and Casey – New Orleans, Louisiana

Real Estate Closing Coordinator, 1998-2004

- Arranged and managed documents for the legal proceedings containing real estate transactions
- Scheduled and orchestrated multiple real estate transactions daily



JOE NEWMAN

VICE PRESIDENT OF OPERATIONS

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(888) 721-4372 · Jnewman@drcusa.com

INTRODUCTION

With more than 17 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Michael, Florence, Irma, Harvey, Maria, and Matthew. During the activation of Hurricane Michael, Mr. Newman and his crew managed 27 debris management sites and removed and disposed of approximately 5,702,004 cubic yards of debris. In 2018 in response to Hurricane Florence, Mr. Newman and his team managed 18 debris management sites and picked up approximately 2,500,000 cubic yards of debris.

Through the years, he has had many roles including heavy equipment operation, planning and coordination of construction process, securing permits and licenses, delivery of materials and equipment, FEMA compliance, coordinating and operating with municipality officials, and estimating for contracts.

As a Project Manager, Mr. Newman is responsible for maintaining business relationships and providing hands-on participation and incident command in response and recovery operations. Mr. Newman provides operational oversite in order to measures progress and adjust processes to ensure the success of the project. Mr. Newman works closely with management personnel to maintain efficient team structure during an activation.

Mr. Newman's past includes the coordination of debris removal projects for Hurricanes Isabel, Katrina, Ike, and Dennis. Previously, while activated for Hurricane Ike, Mr. Newman oversaw the collection, processing, and recycling/disposal of over 1,000,000 cubic yards of debris. Mr. Newman plays a role in every major activation providing overall project management and operational oversight.

EDUCATION

United States Army

***Army Ranger* – 1995-2000**

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial

FEMA IS-100.b	Introduction to Incident Command System, ICS-100
FEMA IS-00632.a	Introduction to Debris Operations
FEMA IS-702.a	NIMS Public Information Systems

OTHER CERTIFICATIONS

FEMA IS-33.17
FEMA IS-35.17
FEMA IS-100.b
FEMA IS-632.a
FEMA IS-702.a
FEMA IS-2900

NOTABLE PROJECTS

Kentucky Tornadoes – 2021
Hurricane Ida – 2021
Alabama Tornadoes – 2021
Texas Severe Winter Storms – 2021
Hurricane Zeta — 2020
Hurricane Delta — 2020

Hurricane Sally — 2020
Hurricane Laura — 2020
Hurricane Isaias — 2020
Hurricane Hana — 2020
Tropical Storm Imelda —2019
Hurricane Dorian—2019
Tropical Storm Barry—2019
Hurricane Michael—2018
Hurricane Florence—2018
Hurricane Maria – 2017
Hurricane Irma – 2017
Hurricane Harvey – 2017
Hurricane Matthew –2016
Louisiana Severe Storms and Flooding (DR-4277) – 2016
Houston, TX Flood –2015
Tornado Outbreak – 2011
Hurricane Gustav – 2008
Missouri Ice Storm – 2007
New York Ice Storm – 2006
Hurricane Katrina – 2005
Hurricane Dennis – 2005

EXPERIENCE

DRC Emergency Services, LLC – New Orleans, Louisiana

Vice President of Operations – March 2017 – Present

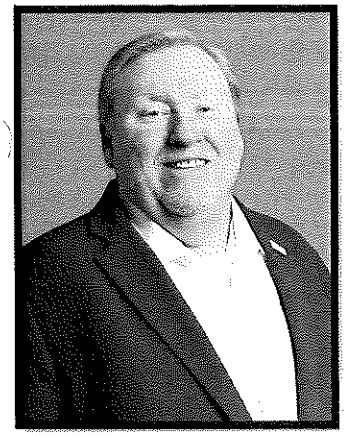
Program Manager – 2003 – March 2017

- On-ground execution of projects
- Crew oversight
- Schedule adherence
- Resource utilization
- Qualify/safety and regulatory compliance

United States Army

Army Ranger – 1995-2000

- Ranger Indoctrination Program (RIP)
- Primary Leadership Development Course (PLDC)
- Airborne School



TONY FURR

DIRECTOR OF TECHNICAL ASSISTANCE AND TRAINING
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(888) 721-4372 · Tfurr@drcusa.com

INTRODUCTION

Mr. Furr was the Region VI Debris Subject Matter Expert (SME) from 2013 – 2021 for FEMA and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for over 100 federally declared disasters and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

Mr. Furr was directly involved in the FEMA Public Assistance (PA) grant program since 2005 (Hurricane Katrina and Rita) through 2020 COVID-19 events, including Hurricane Ike and Hurricane Harvey. Mr. Furr's knowledge and experience of the FEMA PA program is invaluable to both DRC Emergency Services, and all clients while navigating the FEMA Disaster grants programs. Mr. Furr is also a FEMA trainer for Grants Management and Debris Management. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, the Oklahoma Emergency Managers Conference and presided over the round table workshops hosted by the Disaster Recovery Contractors Association (DRCA) in FEMA Region VI.

Tony Furr is one of the most knowledgeable people working in the debris management business with firsthand field experience managing major disasters and PA grants.

EDUCATION

Mitchell Community College – Statesville, North Carolina
Technical or Occupational Certificate in Engineering– 2002
Stanley Community College– Albemarle, North Carolina
Technical or Occupational Certificate– 1980

TRAINING

E0193 Certified Appeal Analyst
ICS-100 Introduction to Incidence Command System
ICS-200 ICS for Single Resources and Initial Action Incidents
IS-24 Decision Making and Problem Solving
IS-632.a Introduction to Debris Operations
IS-634 Introduction to FEMA's Public Assistance Program
IS-800.b National Response Framework, an Introduction
IS-821 Critical Infrastructure and Key Resources Support Annex
IS-00022 Are You Ready? An In-Depth Guide to Citizen Preparedness
IS-00230 Principles of Emergency Management
IS-00317 Introduction to Community Emergency Response Team
IS-00393.a Introduction to Hazard Mitigation
IS-00631 Public Assistance Operations I
IS-00632 Intro to Debris Operations in FEMA's Public Assistance Program
IS-00821 Critical Infrastructure and Key Resources Support Annex
IS-1812 FEMA EEO Employee Course 2012
L-381 Project Specialist
L-480 Public Assistance Cost Estimation Format
Various field training, including CEF, Hazard Mitigation, PA Ops 1, PA Ops 2, Debris, and various others
Project Management (Certified Project Manager (CPM) URS Corporation

NOTABLE PROJECTS

- Designed and implemented the Chambers County Audit Program (DR-1791-TX) as requested by the Office of Inspector General (OIG). Specific program elements included: research and analysis of OIG findings, guidance to the seven person FEMA/State Audit Team on the necessary steps and methodology of the audit process, interpretation of statutory regulation and policy, and communication and coordination between all stakeholders on the project progress and results
- At the request of Senior Management, designed and developed the current Region 6, Debris Management Plan (DMP) templates to aid the Grantee / Subgrantees in the development of their own comprehensive DMP
- Serving as Region 6 Debris Subject Matter Expert (SME), reviewing all applicant submitted Debris Management Plans
- Performed technical review of the City of Dayton's (subgrantee) second appeal for FEMA HQ and provide White Paper technical analysis of programmatic compliance
- Lead for OIG report response for Lamar University (DR-1606-TX) providing research and response to all OIG recommendations to senior leadership

EXPERIENCE

DRC Emergency Services, LLC

Director of Technical Assistance and Training, 2021-Present

- Provide on-going education to DRC Personnel and Jurisdictions through trainings and workshops.
- Attend meetings with FEMA
- Consult with Clients to help identify and suggest equipment, products, or services they may need
- Perform a key role in project planning and identification of resources needed

Department of Homeland Security-Federal Emergency Management Agency (FEMA)

Public Assistance Task Force Lead/Debris Task Force Lead, 2016-2021

- Regional Debris Subject Matter Expert (SME)
- Manage United States Army Corps of Engineers (USACE) mission assignment (MA) for Federal Operational Support (FOS) for debris mission consisting of ten debris SMEs conducting field operations.
- Coordinate Debris Task Force consisting of State, Federal, and local agencies to promote an efficient and affective debris removal mission consisting of in excess of 5,000,000 cubic yards of debris across 26 Parishes.
- Liaison to Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) for debris issues.

Department of Homeland Security-Federal Emergency Management Agency (FEMA)

Public Assistance Task Force Lead/DPAGS, 2015-2016

- Manage, direct and supervise a staff of 20-30 personnel in the delivery of the PA program.
- Brief Senior Leadership on mission progress and hot issues.
- Coordinate with other Federal, State, and local entities to expedite the recovery efforts.
- Develop implement complex Missions Assignments for FOS assistance through the USACE.
- The ability to apply expert-level emergency management knowledge and skill to a broad range of recovery issues, many of which are complex, controversial, and precedent setting, and addressing matters concerning the regional application of FEMA's laws, regulations, and policies.
- Act as a spokesperson and/or expert at conferences, meetings, committees and working groups that propose, defend and/or criticize continuity and recovery criteria, in order to promote and maintain a proactive posture for the recovery program. Events such as the National Hurricane Conference, TDEM Annual Emergency Managers Conference, and the USACE Team Leader Conference.
- Certified EMI Trainer. Deliver EMI training and the development of specific training for complex or controversial projects.
- Certified Coach Evaluator.
- Certified appeals analysis providing policy decisions on substantive mission-oriented issues.
- Development and implementation of Emergency Management standards, regulations, and policy.
- Direct and review the work of subordinates by setting deadlines and completion dates and ensure project milestones were completed.
- Communicate with Grantee and sub-grantees for the resolution of complex and controversial issues.

- Educate FEMA personal on program process, timelines, and eligibility.
- Participate in conducting on-site training for public assistance personnel to include full time and temporary hire personnel, local hires, and selected personnel for state, local and non –profit agencies.
- Assist the Environmental Officer and Historical Preservation Officer for all programs and activities having environmental and/or historical assessment or clearance requirements.

Department of Homeland Security-Federal Emergency Management Agency (FEMA)
Emergency Management Program Specialist, 2013-2015

- FEMA Qualification System (FQS) titled Task Force Lead
- Certified Appeals Analyst (E0193 completed 09/20/2014)
- Region 6 Debris Subject Matter Expert (SME)
- Advisor to HQ on debris policies and issues
- Ability to provide supervision and management of subordinate employees in both region and disaster operations
- Ability to provide guidance interpretation to subordinate program specialists on statutory, regulatory and policy determinations to ensure consistent program implementation
- Ability to communicate effectively with Federal, State and local officials in an effort to expedite the recovery process
- Ability to work in coordination with the Federal Coordinating Officer (FCO) and other critical elements of the Joint Field Office (JFO) under stressful response and recovery operations
- Knowledge of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288 as amended, Title 44 Code of Federal Regulations (CFR), 2 CFR 200, FEMA related polices and guidance, and FEMA 9500 series polices
- Ability to perform analysis of complex programmatic challenges, interpret policies, and provide recommendations to management
- Ability to design and deliver regional training to State/Local stakeholders relating to PA program areas, e.g., Debris Operations, Debris Management Plans, Closeout producers, and specific areas for the use of EMMIE
- Trained and proficient in Spend Plan tracking and the review of State Quarterly Reports prior to submission to senior management
- Assist in regional team development of Standard Operating Procedures (SOPs) for PA programs, e.g., Public Assistance Group Supervisor (PAGS) checklist, disaster transition plan template, PDA checklist
- Proficient in all areas of NEIMS and EMMIE from project formulation, through review queues, obligations, awards, and updating S5 reports for spend plan and non-spend events

Infrastructure Branch Director
2013 –2014

- Successfully completed, closed Joint Field Office (JFO), and transitioned the events resulting from the explosion of the fertilizer plant in West, Texas back to Region 6
- Managed communications between State, Applicant, Senior Management, and local governmental officials
- Assisted State, Applicants, and Senior Leadership in procuring a mitigation waiver that would allow the construction of Safe Rooms for the damaged schools in West

Task Force Lead
2013 –2013

- Supervision of 20 FEMA Reservist and USACE personnel in the debris operation resulting from DR-4117-OK
- Conducted successful debris operation with 1.5 million cubic yards (CYs) of storm debris with 95 percent completion within 6 months
- Private Property Debris Removal (PPDR) Operation with 1,300 property assessments and associated Demolitions of damaged structures
- Implementation of the first Public Assistance Alternative Procedures for Debris Removal program
- Represented FEMA PA in the Debris Task Force comprised of State, FEMA senior leadership, and other Federal agencies

- Acted as interim Public Assistance Group Supervisor (PAGS) to Infrastructure Branch Director

Emergency Management Program Specialist
2010 –2013

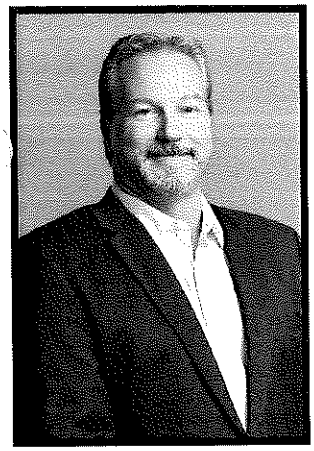
- Managed and coordinated with Subgrantees to complete complex projects in a timely manner, administered amendment requests, coordinated additional damage assessments and determinations while providing consistent and uniform statutory regulations, policy guidance and eligibility determinations to manage programmatic expectations
- Administration of Grantee / Subgrantees Appeal requests requires investigative skills, extensive knowledge, and the uniform interpretation of the Robert T. Stafford Act, Title 44 Code of Federal Regulations, PA policies and guidance, FEMA 9500 Series Policies, and the FEMA Appeals database. Additionally, this position requires the consistent application of these policies and the ability to communicate the Appeal determinations, in writing to the Grantee
- Administration of Grantee / Subgrantees Audit-closeout determinations by State auditors, requires project analysis, document verification, and knowledge of basic accounting principles and the ability to write clear and concise Requests for Information (RFI) correspondence and final determination letters to the Grantee

PAC Crew Lead
PPDR / Saltwater Killed Trees, Storm Drains, *2009 –2010*

- Supervised a team of six for the Galveston PPDR / Saltwater Killed Tree removal program that included initial surveys, removal monitoring, eligibility determinations, and conducting applicant / consultant meetings
- Communicated accurate and consistent information to applicants concerning FEMA guidance on PPDR and Saltwater Killed Tree programs
- Managed the Storm Drain cleaning project which included initial surveys, monitoring, and verification of scope-of-work completion

PAC Crew Lead
Debris Operations, *2009 –2010*

- Supervised and managed the daily operations of Debris Team Six, consisting of 15-20 Debris Specialists
- Development and motivation of subordinate staff
- Providing accurate and consistent information to applicants concerning FEMA guidance, statutory regulations, polices, and procedures
- Managed the Private Property Debris Removal (PPDR) program which included assisting applicants with request requirements, proper documentation, and eligibility determinations



STEVE CRAWFORD

REGIONAL MANAGER
2639 North Monroe Street • Building A • Tallahassee, FL 32303
(888) 721-4372 · Scrawford@drcusa.com

INTRODUCTION

Mr. Crawford comes to DRC with 25 years of operational and sales experience in the waste and recycling industry. Mr. Crawford is a Florida resident and has lived in the state since 1990. He previously worked in the Organics Recycling and Compost industry in Florida, where he was responsible for operations, project management, as well as sales/marketing of compost and mulch products. Additionally, he was previously responsible for municipal and federal contracting, operations management, disposal management, transportation, logistics and commodity marketing. Mr. Crawford is a previous Board of Director Member and Chairman of the Sponsorship Committee for Recycle Florida Today, a nonprofit organization dedicated to recycling education and improvements throughout the state of Florida. Most recently in response to Hurricanes Delta, Laura, and Sally, Mr. Crawford worked as the Operations manager in Grant Parish, LA, Winn Parish, LA, Natchitoches Parish, LA, and the City of Natchitoches, LA. During this time, he helped operate 10 DMS sites and removed and disposed of a combined total of over 1,380,000 cubic yards of debris throughout these areas. Additionally, Mr. Crawford helped coordinate Hurricane Sally efforts for Gulf Breeze, FL, Mary Esther, FL, Niceville, FL, and Forsythe County, GA. Some of his other major activations include Hurricanes Michael and Florence. During Hurricane Michael, Mr. Crawford worked closely with FDOT where he managed a ten-day PUSH consisting of 339 crews.

EDUCATION

Mead Technical Institute, Meadville, PA -1990
Maplewood High School, Meadville, PA -1988

PROMINENT CERTIFICATIONS

HAZWOPER

CERTIFICATIONS

FEMA IS-5.a
FEMA IS-8.a
FEMA IS-11.a
FEMA IS-15.b

NOTABLE PROJECTS

Hurricane Laura – 2020
Hurricane Delta – 2020
Hurricane Sally – 2020
Hurricane Dorian—2019
Hurricane Michael—2018
Hurricane Florence—2018
Hurricane Irma – 2017

EXPERIENCE

DRC Emergency Services, LLC – Fernandina. Florida
Regional Manager, Florida, April 2018-present

- Overall day-to-day responsibility for managing all client customer needs including contracts, maintenance, training and planning for disaster events.

McGill Environmental Systems
Senior Project Manager- Southeast US, July 2016-April 2018

- Reporting to CEO, responsible for all sales and operational growth projects for multiple organic recycling facilities in the Southeast.
- Directly manage Florida startup operation in 2017, improving net profit by 36% and sales revenue by 900K.
- Account manager for large municipal and commercial customer base within Florida.
- Strategic member of company leadership team with involvement in major capital projects, facility improvements, and sales growth.

Waste Pro USA

Division Manager- Jacksonville, FL, June 2014–July 2016

- Reporting to Regional Vice President and responsible for operations and safety of 115 employees, 75 vehicle fleet and 18 million in annual revenue. This included culture, training, improvement and all special projects.
- Directly responsible for all aspects of municipal contracting to include negotiating terms, public meeting presentations, implementation and operational execution.
- Accountable for growth & development of division revenue including success of staff, and management of sales staff development.
- Built rapport and interacted with internal and external customers, employees, businesses and municipal staff.
- Developed budgeting objectives for operations, shop and capital expenditures.

Waste Management

Strategic Business Director- Lombard, IL, August 2009– June 2014

- Reporting to Segment Vice President responsible for all federal sales and contracting nationwide.
- Increased net revenue in federal sales by 10 million in 16 months.
- Increased renewal rate on federal contracts from 43% to 85% within six months.
- Developed processes and procedures for properly responding to RFP opportunities.
- Implemented a strategic sales strategy to capitalize on sustainability efforts within government.
- Grew sales team by 200%, managing sales goals, HR functions, marketing and expenditures

District Manager- Florida, October 2001-January 2009

- Reporting to Market Area VP, responsible for managing all aspects of District recycling functions.
- Implemented District wide parts inventory system in 2002, eliminating shipping delays from parts suppliers.
- Managed high profile contracts with Broward County, Orange County, City of Tampa, and Seminole County.
- Instrumental in creating trust relationships with Waste Management leadership throughout the District.
- Served as Team Leader on the Florida Growth Team, responsible for doubling Florida's EBIT in 20 months.
- Voted to the Board of Directors for Recycle Florida Today in 2006, and also served as Chairman of their sponsorship committee.
- Extensive hands on experience with the municipal RFP process, ranging from direct bid procedures to complete contract negotiations.
- Achieved District wide one-year accident free status during 2004/2005.

Smurfit Stone Recycling

General Manager- Jacksonville, FL, December 1998-October 2001

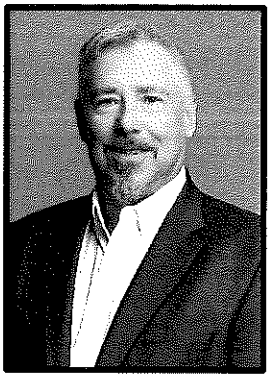
- Recognized by corporate for operating 1999, 2000 and 2001 with zero recordable injuries.
- Reported to Market Area Manager and responsible for a 6000-ton per month facility with 45 employees.
- Directed the movement of 15,000 tons per month of brokerage OCC and High Grades.
- Received "Plant of the Year" award in 2000 for excellence in safety and profit.
- Increased export shipments from plant by 20% capturing the higher margins utilizing domestic homes for brokerage.
- Recaptured major high-grade suppliers using relationships and excellent service reputation.
- Managed P&L budget responsible for 25 million in annual revenue.

Account Manager- Tampa, FL, May 1997-December 1998

- Reporting to General Manager, responsible for securing and retaining all major accounts in excess of 500 tons per month.
- Recognized as 1998 Money Maker of the Year for development of non-fiber tonnage with new suppliers and ten-year contract extensions with two high margin customers.
- Served the lead role in the sale of non-performing facilities in Florida and received corporate acknowledgment for professionalism and thoroughness during this project.
- Responsible for the sale of two customer-recycling systems in excess of $100,000 each.

General Manager- Memphis, TN, March 1996-May 1997

- Reported to Market Area Manager, responsible for a 4,000-ton per month facility with 30 employees.
- Directed the movement of 9,000 tons per month of brokerage OCC and High Grades.
- Created partnership with local safety organization to host health fairs, conduct disaster training and improve safety training.
- Increased monthly EBIT by 90,000 dollars in 12 months by improving operating efficiencies and reducing maintenance downtime.
- Managed the renegotiation of a poor union contract, improving the company's position.
- P&L and budget responsibility for 15 million in annual revenue.
- Negotiated exclusive supply contracts with two Nike Distribution centers for 1,500 tons per month.



SAM DANCER

PROJECT MANAGER
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(888) 721-4372 · Sdancer@drcusa.com

INTRODUCTION

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill.

More recently, he was involved in: St. Charles County and the City of Bridgeton tornado debris removal (MO); Tuscaloosa (ALDOT) residential demolition of tornado-damaged residences (AL); Terrebonne Parish (LA) and St. Louis Bayou (MS) Cleanout project; City of New Orleans Strategic Demolition for Economic Recovery project (LA); East Baton Rouge Parish wind storm damage (LA); Ascension Parish, Tangipahoa Parish (LA), and Houston (TX) flood damage; project manager for Hurricane Irma Largo.

EDUCATION

Southeastern Louisiana University – Hammond, LA
Computer Science – Fall 1980, Fall 1981, Spring 1982

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial
LDEQ Asbestos Contractor/Supervisor

FEMA IS-100.c	Introduction to Incident Command System, ICS-100
FEMA IS-100.pwb	Introduction to the Incident Command System
FEMA IS-632.a	Introduction to Debris Operations
FEMA IS-633	Debris Management Plan Development
FEMA IS-634	Introduction to FEMA's Public Assistance Program
FEMA IS-700.b	National Incident Management System (NIMS), An Introduction
FEMA IS-702.a	NIMS Public Information Systems

OTHER CERTIFICATIONS

FEMA IS-3	FEMA IS-100.fda	FEMA IS-325	FEMA IS-802	FEMA IS-1150	OSHA-122
FEMA IS-5.a	FEMA IS-100.fwa	FEMA IS-360	FEMA IS-803	FEMA IS-1172	OSHA-123
FEMA IS-10.a	FEMA IS-100.hcb	FEMA IS-394.a	FEMA IS-804	FEMA IS- 2000	OSHA-144
FEMA IS-11.a	FEMA IS-100.he	FEMA IS-405	FEMA IS-807	FEMA IS-2002	OSHA-150
FEMA IS -20.19	FEMA IS-100.leb	FEMA IS-420	FEMA IS-807	FEMA IS -2500	OSHA-151
FEMA IS -21.19	FEMA IS-106.17	FEMA IS-421	FEMA IS-809	FEMA IS -2600	OSHA-152
FEMA IS-20.21	FEMA IS-200.b	FEMA IS-453	FEMA IS-810	FEMA IS-2900.a	OSHA-161
FEMA IS-21.21	FEMA IS-200.hca	FEMA IS-454	FEMA IS-811	FEMA IS-2901	OSHA-162
FEMA IS-29	FEMA IS-201	FEMA IS-546.a	FEMA IS-812	OSHA-105	OSHA-602
FEMA IS-33.17	FEMA IS-230.d	FEMA IS-547.a	FEMA IS-813	OSHA-107	OSHA-603
FEMA IS-36	FEMA IS-240.b	FEMA IS-660	FEMA IS-906	OSHA-108	OSHA-605
FEMA IS-37.19	FEMA IS-241.b	FEMA IS-703.a	FEMA IS-907	OSHA-112	OSHA-612
FEMA IS-37.21	FEMA IS-244.b	FEMA IS-706	FEMA IS-909	OSHA-113	OSHA-614
FEMA IS-42	FEMA IS-315	FEMA IS-775	FEMA IS-912	OSHA-115	OSHA-618
FEMA IS-60.b	FEMA IS-317	FEMA IS-800.b	FEMA IS-914	OSHA-116	OSHA-700
FEMA IS-75	FEMA IS-324.a	FEMA IS-801	FEMA IS-1010	OSHA-121	OSHA-701

OSHA-702	OSHA-716	OSHA-722	OSHA-807	OSHA-809
OSHA-704	OSHA-718	OSHA-750	OSHA-808	OSHA-815
OSHA-707	OSHA-719	OSHA-806		OSHA-852

Additional OSHA Certificates

30 hour Construction Safety and Health
Confined Space Safety in Construction
Construction Worksite Safety
Hand and Power Tool Safety
Introduction to Ergonomics
Introduction to Safety Recognition
Occupational Safety and Health Professional
Occupational Safety and Health Specialist
Occupational Safety and Health Supervisor
Occupational Safety and Health Trainer (Train-the-Trainer)
Safety Committee Chair
Safety Committee Member

Access and Awards

TWIC Card
Access to the Homeland Security Information Network for LA, MS, TX, AL and the EM Site
Louisiana War Cross
National Defense Service Medal
Good Conduct Medal
Army Achievement Medal

Notable Projects

Hurricane Ida – 2021
Alabama Tornadoes – 2021
Texas Severe Winter Storms – 2021
Hurricane Delta — 2020
Hurricane Laura — 2020
Hurricane Dorian—2019
Tropical Storm Barry—2019
Hurricane Michael—2018
Hurricane Florence—2018
Hurricane Irma – 2017
Hurricane Harvey – 2017
Louisiana Severe Storms and Flooding (DR-4277) – 2016
Houston, TX Flood – 2015
Winter Storm Pax – 2014
Midwestern Tornado Outbreak – 2013
Hurricane Isaac – 2012
Hurricane Irene – 2011
BP Oil Spill – 2010
Hurricane Gustav – 2008
Hurricane Ike – 2008
Hurricane Rita – 2005
Hurricane Katrina – 2005

Experience

DRC Emergency Services LLC – New Orleans, Louisiana
Field Supervisor/Project Manager, 2013 – Present

- Manages all phases of assigned projects, ensuring contractual obligations are met and accountable for the personnel and equipment onsite. Projects include St. Louis County and the City of Bridgeton, MO, tornado debris removal; Tuscaloosa, AL (ALDOT) residential demolition of tornado-damaged residences; Terrebonne Parish, LA, St. Louis Bayou Cleanout project; City of New Orleans, LA, Strategic Demolition for Economic Recovery project.

The Country Club – New Orleans, Louisiana
Security Supervisor, 2013

- Maintained a safe environment for employees and patrons at a high-profile restaurant and nightclub; monitored activity via recorded digital CCTV and through live indoor and outdoor surveillance; ensured security staff members were properly trained in all methods of surveillance, guest service, non-violent crisis intervention and documentation of events.

Defcon 1–Pearl River, Louisiana
Owner/Operator, 2012-2013

- Managed all operations of a personally owned business which involved the retail sales of law enforcement and military apparel and equipment and provided contract security for private parties, events and VIP escort services.

Cahaba Disaster Recovery (acquired by DRC) – Mobile, Alabama
Project Manager, 2008-2012

- Directed all phases of disaster-related projects from contract activation to final closeout; coordinated mobilization of subcontractors and ensured crews in the field operated in accordance with OSHA and DEQ regulations; maintain effective communication with local governing bodies, FEMA, Army Corps of Engineers and monitoring firms. Recovery projects included areas impacted by Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill.

Bourbon Blues Company – New Orleans, Louisiana
Security, 2008

- Provided a safe environment for the employees and patrons by ensuring rules regarding the service of alcoholic beverages to patrons by the bar staff were followed; communicated effectively with NOPD in regard to serious incidents occurring at the bar and submitted written reports to law enforcement and management

Omni-Pinnacle Emergency Response – Slidell, Louisiana
Field Supervisor, 2005-2008

- Managed the day-to-day activities of crews and employees in the field, including operations involving tree cutting, debris removal, debris disposal, waterway clearing and residential and commercial demolition; ensured that FEMA, OSHA, DEQ and contractual obligations are met; project involvement included Hurricanes Katrina and Rita in unincorporated St. Tammany Parish, LA and Wilma in Indian River County, FL

Target Corporation (Mervyn's and Target) – Multiple Locations
Key Store Investigator, Field Assets Protection Team Leader, Executive Team Leader-Assets Protection, 1994-2005

- Implemented company-directed safety and shortage plans as well as creating store-based plans in accordance with annual inventory results, local safety issues and theft trends; monitored and maintained overt and covert surveillance systems; initiated, investigated and resolved internal and external theft cases including organized theft and fraud; apprehended and interviewed individuals responsible for shortages; partnered with local, state and federal law enforcement agencies and communicated with other retailers; testified in court when necessary

LAW ENFORCEMENT EXPERIENCE:

Pearl River Police Department (Reserve Division) – Pearl River, Louisiana
Officer, 1990-1996

- Patrol the streets of Pearl River, protect citizens and their property while enforcing town, parish and state ordinances; participated in the initiation and resolution of investigations regarding the manufacturing transport, possession and distribution of controlled substances as a member of the Narcotics Task Force

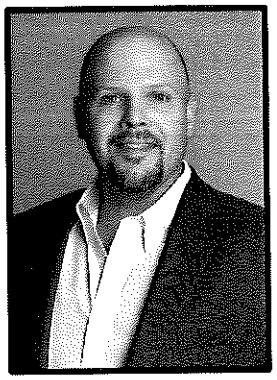
MILITARY EXPERIENCE:

Louisiana Army National Guard (Infantry) – Houma, Louisiana
Squad Leader, 1989-1991

- Accountable for the proper training and the well-being of an eleven-person infantry squad; maintained combat readiness of the squad and all assigned weapons and equipment to ensure mission completion; unit was activated for Desert Storm

United States Army (Infantry) – Multiple Locations
Senior Custodial Agent, Fire Team Leader/Track Commander, 1983-1986

- Controlled entry of US and German personnel into the limited and exclusion areas of a remote nuclear missile site and provide tactical response in the event of a perimeter breach; ensured that the soldiers in the fire team were properly trained and all assigned equipment was maintained; participated in Bright Star, Egypt (1985)



MARK BUSH

PROJECT MANAGER
111 Veterans Boulevard, Suite 401 · Metairie, LA 70005
(888) 721-4372 · Mbush@drcusa.com

INTRODUCTION

Mr. Bush is a Texas native who worked previously as Field Service Supervisor/Operations Coordinator for an oilfield services company specializing in water treatment. He served 6 years in the US Army as a Light Wheel Mechanic and also served as a Squad Leader with the 4th Brigade/4th Infantry Division. His prior experience has helped him hone his skills in personnel management, reliability and responsiveness, attention to detail and adaptability to change, and time management. Recently, Mr. Bush worked as a project manager for DRC in Harris County following Hurricane Harvey. He also serves as the main point of contact to Harris County Engineering during this time.

EDUCATION

Lamar University, 1995-1997
Houston Area Plumbers Joint Apprenticeship Training, 1999-2003

PROMINENT CERTIFICATIONS

40-Hour OSHA HAZWOPER
TX All-lines Ins. Adjuster (lic#2156078)
SafeLand USA
SafeGulf USA
H2S Awareness Training
CPR AED Certified

OTHER CERTIFICATIONS

FEMA IS-5.a
FEMA IS10.a
FEMA IS-37.23
FEMA IS-100.c
FEMA IS-200.c
FEMA IS-235.c
FEMA IS-241.c
FEMA IS-242.c
FEMA IS-317.a

NOTABLE PROJECTS

Hurricane Ida – 2021
Texas Severe Winter Storms – 2021
Hurricane Zeta — 2020
Hurricane Delta — 2020
Hurricane Sally — 2020
Hurricane Hanna — 2020
Tropical Storm Imelda —2019
Hurricane Dorian—2019
Tropical Storm Barry—2019
Hurricane Michael—2018
Hurricane Florence—2018
Hurricane Harvey – 2017

EXPERIENCE

DRC Emergency Services, LLC
Project Manager, 2017-Present

- **Hurricane Michael, Jackson County, Florida.** Mr. Bush served as the project manager during DRC's response efforts for Hurricane Michael. Still activated in Florida working with FDOT, Mr. Bush's responsibilities included managing the daily logistical coordination of crews, heavy equipment, and support resources; implementing health and safety protocols to ensure that all work was completed safely; work flow and future crew movement planning; and daily work site documentation.
- **Hurricane Harvey, Harris County, Texas.** Mr. Bush served as the project manager during DRC's response efforts

for Hurricane Harvey. Mr. Bush's responsibilities included managing the daily logistical coordination of crews, heavy equipment, and support resources; implementing health and safety protocols to ensure that all work was completed safely; work flow and future crew movement planning; and daily work site documentation. In addition to managing debris removal, Mr. Bush was the main point of contact for Harris County's Engineering Department for shutting down all DMS sites in the area.

Orion Water Solutions
Field Service Supervisor/Operations Coordinator, 2014-2017

- Served as the supervisor and coordinator for all of operations, including but not limited to; managed the logistics of mobile equipment, chemical shipments, and all of personnel.

Kellogg, Brown & Root-2003-2004
Foreman, (Djibouti, Africa), 2003-2004

- Worked as the youngest foreman in the country to maintain and improve the infrastructure of a military base. With 16-18 local national crews, their work involved plumbing and construction jobs.

MILITARY EXPERIENCE:

United States Army

- *Squad Leader with the 4th Brigade/4th Infantry Division, 2007-2013*
    - *Jalalabad, Afghanistan.* Tasked with Base Defense Ops and served as a member of a QRF Team in support of Operation Enduring Freedom.

LISA GARCIA WALSH

CONTRACTS MANAGER
111 Veterans Boulevard, Suite 401 · Metairie, LA 70005
(888) 721-4372 · Lgarcia@drcusa.com

INTRODUCTION

Ms. Garcia Walsh has overseen DRC's contracts since 2010. Her role is to maintain all contractual records and documentation, such as receipt and control of all contract correspondence. She is responsible for applying, renewing, and activating general contractor licenses nationwide as well as other authorizations and pre-qualifications. Additionally, she is responsible for invoicing, ticket reconciliation and coordination with subcontractors, municipalities and monitoring firms regarding accounting procedures. Ms. Garcia Walsh helps ensure data is collected and processed efficiently.

Ms. Garcia Walsh brings experience in data management operations following some of the largest debris generating natural disaster in recent history. She oversaw data collection and processing for state and federally funded projects. She assists with data management, invoice reconciliation, and project closeout.

Ms. Garcia Walsh has provided administrative assistance to DRC's management personnel on all major disasters since 2013. Prior to joining DRC, Ms. Garcia Walsh provided administrative assistance for emergency response projects involving FEMA protocol.

EDUCATION

Our Lady of Holy Cross College – New Orleans, Louisiana
Bachelor's Degree in Accounting – May 2015
Nunez Community College – Chalmette, Louisiana
Associates Degree in Business Technology – 2010

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial

OTHER CERTIFICATIONS

FEMA IS-5.a	FEMA IS-201	FEMA IS-546.a	FEMA IS-706
FEMA IS-10.a	FEMA IS-235.c	FEMA IS-547.a	FEMA IS-775
FEMA IS-11.a	FEMA IS-241.c	FEMA IS-632.a	FEMA IS-800.b
FEMA IS-37.23	FEMA IS-244.b	FEMA IS-633	FEMA IS-906
FEMA IS-42	FEMA IS-315	FEMA IS-634	FEMA IS-907
FEMA IS-100.c	FEMA IS-317.a	FEMA IS-660	FEMA IS-909
FEMA IS-111.a	FEMA IS-324.a	FEMA IS-700.a	FEMA IS-2900
FEMA IS-200.c	FEMA IS-453	FEMA IS-702.a	

NOTABLE PROJECTS

Kentucky Tornadoes – 2021
Hurricane Ida – 2021
Alabama Tornadoes – 2021
Texas Severe Winter Storms – 2021
Hurricane Zeta — 2020
Hurricane Delta — 2020
Hurricane Sally — 2020
Hurricane Laura — 2020
Hurricane Isaias — 2020
Hurricane Hanna — 2020
Tropical Storm Imelda —2019
Hurricane Dorian—2019
Tropical Storm Barry—2019
Hurricane Michael—2018

Hurricane Florence—2018
Hurricane Maria – 2017
Hurricane Irma – 2017
Hurricane Harvey – 2017
Hurricane Matthew—2016
Louisiana Severe Storms and Flooding (DR-4277) – 2016
Winter Storm Jonas – 2015
Houston, TX Flood -2015
Winter Storm Pax – 2014
Midwestern Tornado Outbreak – 2013
Super Storm Sandy – 2012
Hurricane Isaac – 2012
Hurricane Irene – 2011
BP Oil Spill – 2010
Hurricane Gustav – 2008
Hurricane Ike – 2008
Hurricane Wilma – 2006
Hurricane Rita – 2005
Hurricane Ophelia – 2005
Hurricane Katrina – 2005
Hurricane Dennis – 2005

EXPERIENCE

DRC Emergency Services, LLC – New Orleans, Louisiana

Contracts Manager, November 2013-Present

- Maintain contractual records and documentation such as receipt and control of all contract correspondence
- Ensure that signed contracts are communicated to all relevant parties to provide contract visibility and awareness, interpretation to support implementation
- Responsible for applying, renewing and activating general contractor's licenses nationwide; prequalification with Department of Transportation offices nationwide
- Responsible for Secretary of State annual filings and authorizations to do business

Project Administrator, July 2010-November 2013

- Provided administrative assistance to the Chief Operating Officer, Regional Manager and several Project Managers for projects in Louisiana including, but limited to:
  - MC52 BP Oil Spill Clean Up
  - St. Bernard Road Project
  - Orleans Parish Sheriff's Office
  - Hurricane Isaac Recovery – Assisted project managers in several contracts, coordinated and managed personnel to scan and submit tickets to Mobile office)
- Project administrator for two demolition projects for the City of New Orleans; responsibilities included filing permits, making LA One Calls, review of all packets for demolition paperwork prior to demolition, attended monthly meetings with City of New Orleans and provided invoicing reconciliation
- Researched bids and RFPs throughout the United States

Law Offices of Christian D. Chesson – New Orleans, Louisiana

Paralegal/Office Manager, September 2006-January 2009

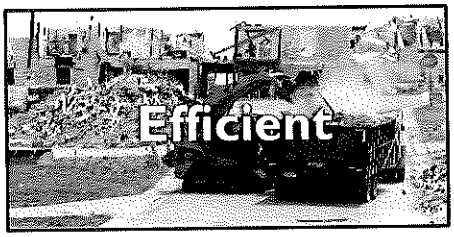
- Assisted in Chapter 7 Bankruptcy and Lemon Law documentation for clients
- Provided overall office management, including:
  - Client relations
  - Accounts payable/receivable
  - Administrative support to ten attorneys in the New Orleans office location
  - Liaison between the New Orleans office and the Lake Charles office locations

Advanced Cleanup Technologies, Inc. – Rancho Dominguez, California

Administrative Manager, October 2005-May 2006

- Director of Human Resources for the Southeastern Branch of ACTI
- Administrative office manager duties included: documentation and operational support for operations manager and project managers; invoicing for emergency response projects following FEMA protocol

DRC's team has decades of experience providing extensive disaster recovery and emergency management services to federal, state, and local governments. As a leader in the recovery industry, our passion is helping communities prepare for the worst while being prepared to deliver a rapid response when necessary, all to facilitate the most efficient recovery possible. DRC has managed over 650 debris removal projects, including the removal of 178,600,000 cubic yards of debris. Setting new industry standards is what our customers have come to expect; DRC takes pride in our versatility and in our innovative approach to every job. Having successfully completed over $3.2 billion in contracts, DRC employs scores of talented professionals ready to satisfy our client's needs. We are proven, and we are ready.



The primary mission of our company is to provide a **professional, honest, and immediate response** to natural and man-made disasters throughout the world. DRC is highly capable in managing all facets of a disaster, particularly because of our extensive experience in communicating with our clients. Through our experience, we have developed an inherent understanding of how to direct emergency response and recovery.

DRC has provided a plethora of services in response to disaster recovery including, but not limited to:

- Disaster Planning & Training
- Technical Assistance and Project Management
- Debris Management
- Right of Way Maintenance
- Private Property Debris Removal
- Tree Trimming & Removal
- Temporary Site Management Reduction, Recycling & Disposal
- Hazardous Waste Segregation
- Final Disposal Management
- Marine Debris Removal & Recovery
- Sand Screening & Beach Restoration
- Wildfire Structural Debris Removal
- Demolition
- Oil Spill Response and Recovery
- Temporary Housing and Logistics
- Infectious disease Planning and Response
- Covid-19 Vaccination Sites and Temporary Hospitals

"The contractor effectively managed all members of their team, schedule, and provided a quality product. With what I know today about the contractor's ability to execute what they promised, I would award to them today if I had a choice. Outstanding debris removal contractor!"

-Jesse Scharlow, Contracting Officer, Louisville District, U.S. Army Corps of Engineers

NOTABLE ACHIEVEMENTS AND EXPERIENCE

- In 2022, DRC worked in response to many different types of events including: Red-Tide Fish Kill, Tornadoes, Tropical Storm, Hurricane Ian, Flooding, Fire, Winter Storm, Ice Storm. These events had a combined contract total of **over $159,300,000** and DRC removed and disposed of **over 3,698,000 cubic yards** of debris during this time.

- In 2021, DRC removed **over 17,000,000 cubic yards** of debris and managed **82 debris management sites** in response to Hurricane Ida alone.

- In 2020, DRC was activated in **45 jurisdictions, managed 81 debris management sites, and removed and disposed over 6,400,000** cubic yards of debris.

- Simultaneously mobilized, staffed, and successfully operated **53 individual projects** throughout the Southeastern US during the 2017 Hurricane Season.

- Established a **single-day productivity record** for post-disaster debris removal as recognized by FEMA in 2008 for collecting 440,000 cubic yards.

- Designed, implemented, managed and financed a **150-mile Gulf of Mexico shoreline protection system** in response to the BP oil spill.

- Established industry standards for total volume recycled by **recycling 100% of the 5.6 million cubic yards collected** in Houston, TX following Hurricane Ike.

BACKGROUND AND CAPACITY

Since its inception, DRC has responded and navigated through countless disaster events that included hundreds of contracts, each involving a unique community with distinct circumstances. In the past, DRC has picked up as little as 170 cubic yards for a single client and over 17.5 million cubic yards during 31 simultaneous activations. Having performed debris operations across the nation for decades, DRC has engaged a network of over 3,000 subcontracting partners. Our relationship with these contractors **guarantees that no matter the size or location of an event, DRC will respond timely.**

When disasters hit communities, DRC Emergency Services is there. We stand by ready to help you **prepare, respond,** & **recover** in the face of disaster.

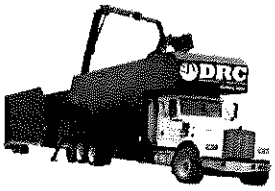
DRC'S DEBRIS EXPERTISE

650+
PROJECTS MANAGED

MORE THAN
$3.2B
IN CONTRACTS MANAGED

BONDING CAPACITY
$1B

178,600,000



CUBIC YARDS OF DEBRIS REMOVED

6.4M

HAZARDOUS TREES & LIMBS REMOVED

440,000
CUBIC YARDS COLLECTED
SETTING FEMA SINGLE-DAY PRODUCTIVITY RECORD

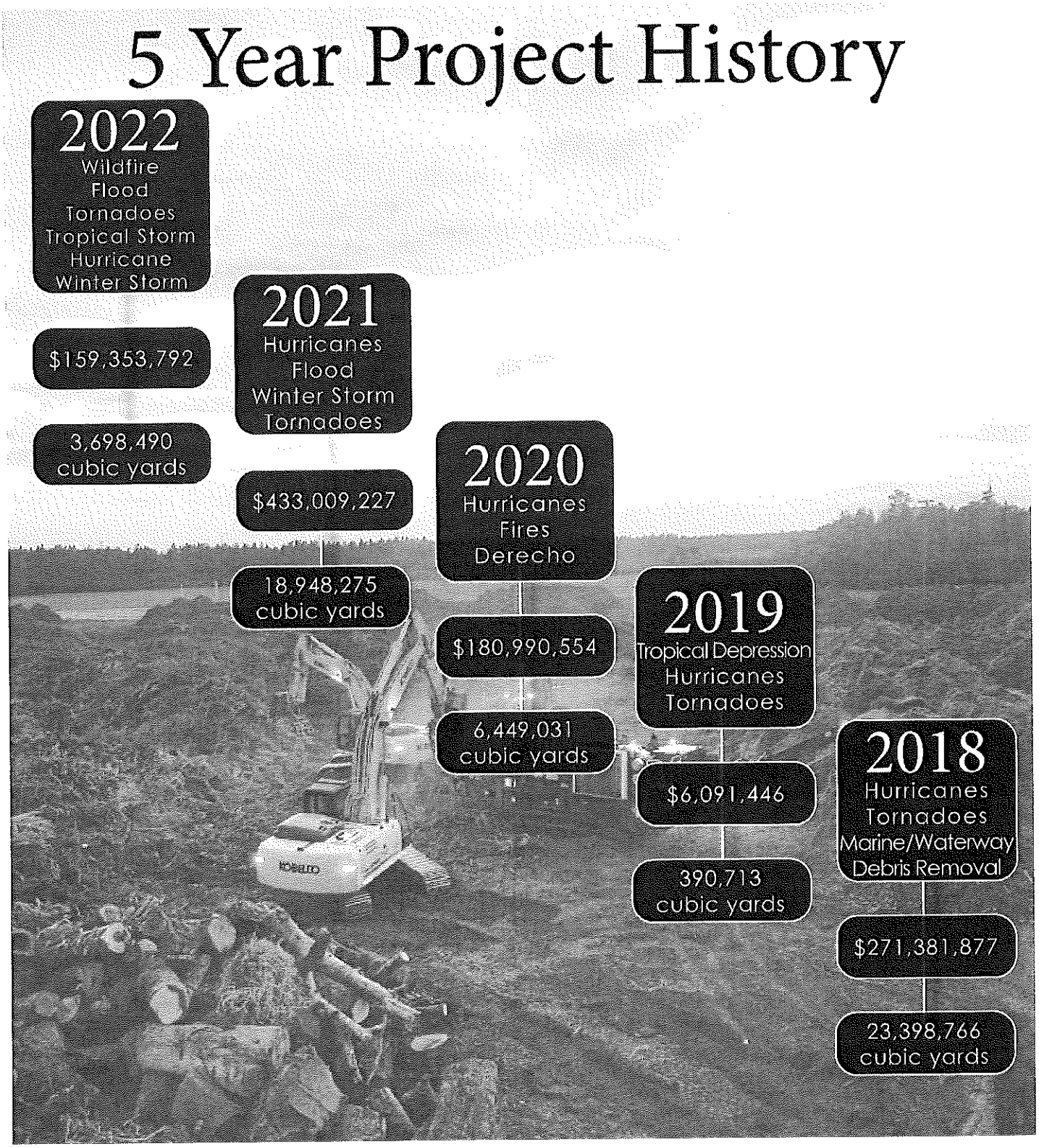
68
FEMA DECLARED DISASTERS

IN 28 STATES AND 1 TERRITORY

"To date, DRC has cleared our ROW's of approximately 1 million cubic yards of debris and removed dangerous leaners and hangers. They have proven to be experienced and knowledgeable in the storm debris removal process and an invaluable asset in our recuperation effort."

— Juan M. Maldonado, Esq., Deputy Secretary, Chief Compliance Officer Fiscal Plan, Gov. of Puerto Rico Department of Transportation and Public Works

5 Year Project History



RELEVANT WORK EXPERIENCE

2022	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Ian	**Florida:** Bradenton, City of Debary, City of Deland, Daytona Beach, FDEM, FDOT Districts 1,2, & 5, Lakeland, Lee County Schools, Longboat Key, Maitland, Manatee, Sarasota County, Sarasota Schools, St. Augustine, FL	17	3,254,038 *Ongoing*	$107,924,786 *Ongoing*
2021	**Activations**	**Temporary Sites**	**Cubic Yardage**	**Contract Value**
Hurricane Ida	**Alabama:** Dauphin Island **Louisiana:** Abita Springs, Ascension Parish, Assumption Parish, Baker, Bayou Lafourche Water District, Central, Donaldsonville, East Baton Rouge Parish/City of Baton Rouge, Gramercy, Iberville Parish, Jefferson Parish, LADOTD 61, LADOTD 62, Lafourche Parish, Lafourche School District, Lutcher, Napoleonville, Pointe Coupee Parish, Port Fourchon, Sorrento, Southeast Flood Protection Authority, St. Charles Parish, St. Bernard Parish, St. James Parish, St. Tammany Parish, Tangipahoa Parish, Terrebonne Parish, **Pennsylvania:** Montgomery County	82	17,573,949	$317,700,611
2020	**Activations**	**Temporary Sites**	**Cubic Yardage**	**Contract Value**
Hurricane Zeta	**Alabama:** Alabama DOT, Clarke County, Dauphin Island, Mobile, Mobile County, Selma, Washington County **Georgia:** Forsyth County **Louisiana:** New Orleans, Slidell, St, Charles Parish, St. Bernard Parish, Terrebonne Parish, Jefferson Parish, Plaquemines Parish **Mississippi:** Lucedale, Moss Point, Stone County	32	2,020,000	$21,743,693
Hurricane Delta	**Louisiana:** Acadia Parish, Baker, Central, East Baton Rouge Parish, Lafayette Parish, Pointe Coupee Parish, St. Landry Parish, West Feliciana Parish	9	560,000	$7,047,143
Hurricane Sally	**Alabama:** Dauphin Island, Mobile, Mobile County, Pritchard, Semmes **Florida:** Gulf Breeze, Mary Esther, Niceville	11	1,035,146	$23,029,702
Hurricane Laura	**Louisiana:** Acadia Parish, Crowley, Grant Parish, Jefferson County Drainage District, Jefferson Davis	27	2,513,185	$32,667,393

	Parish, Lafayette Parish, Natchitoches, Natchitoches Parish, Ouachita Parish , Vernon Parish, Winn Parish **Texas:** Matagorda County			
Hurricane Isaias	**Florida:** Deland, **North Carolina:** City of Wilmington	2	237,497	$2,738,159
2019	Activations	Temporary Sites	Cubic Yardage	Contract Value
2019 Hurricane Season	**Louisiana**: Assumption Parish, Pointe Coupee Parish, Terrebonne Parish, Lafayette Parish, Central, East Baton Rouge Parish/City of Baton Rouge **Florida:** City of Miami Beach **North Carolina:** Town of Pine Knoll Shores, Wilmington, Pender County **Texas:** Jefferson County, City of Liberty, Nederland, and Houston	5	390,713	$6,091,446
2018	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Michael	**Florida:** Holmes County, Jackson County, Florida Department of Transportation, Tyndall Air Force Base, NSA Panama City **Georgia:** Colquitt	27	5,458,219	$ 85,415,129
Hurricane Florence	**North Carolina:** Pender County, Wilmington, Havelock, Burgaw, Pine Knoll Shores, Surf City, Topsail Beach, Pamlico County, New Hanover County, Greene County, Southport, Jones County, and Sampson County, Camp Lejune	18	2,518,939	$ 34,572,767.81
Alabama Tornado Outbreaks	**Alabama:** Calhoun County, St. Clair County, and the City of Jacksonville	2	350,881	$ 5,009,976.14
2017	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Harvey	**Texas:** Texas GLO, Waller County, Harris County, Jefferson County, Port of Corpus Christi, Cities of Aransas Pass, Groves, Cleveland, Bellaire, Humble, Nederland, Port Aransas, Houston, Jacinto, Port Arthur, Piney Point Village, Port Neches, and Texas City	16	3,579,940.50	$ 89,426,277.00

Hurricane Irma	**Florida:** Florida Department of Transportation, Florida Department of Environmental Protection, Monroe County, Citrus County, Miami-Dade County, Coconut Creek, Cutler Bay, Daytona Beach, Debary, Deland, Fernandina, Ft. Lauderdale, Indian Creek Village, Inverness, Largo, Miami, North Miami, North Miami Beach, Surfside, Orange City, Orlando, Palm Beach Gardens, Pembroke Pines, Redington Beach, and St. Augustine **Georgia:** Brunswick	30	2,159,454.64	$ 48,775,168
Hurricane Maria	**Puerto Rico:** Department of Transportation and Public Works	8	1,082,845.80	$ 78,295,107
2016	Activations	Temporary Sites	Cubic Yardage	Contract Value
Winter Storm Jonas	**Maryland:** Maryland Department of General Services, State of Maryland, Prince Georges County and City of Baltimore **Virginia:** Loudoun County	N/A	N/A	$ 1,002,792
Multiple Severe weather events and flooding	**Texas:** Harris County, Houston, Texas DOT **Louisiana:** East Baton Rouge parish, Ascension Parish, Tangipahoa Parish, Lafayette Parish, St. Martin Parish, City of Baker, Assumption Parish, Iberville Parish, City of St. Gabriel,	5	2,800,000.00	$ 50,000,000
Hurricane Hermine	**Florida:** Citrus County, Leon County	N/A	26,694.25	$1,792,096.93
Hurricane Matthew	**Florida:** Daytona Beach, Ormond Beach, Deland, Orange City, St. Augustine, Sebastian **North Carolina:** New Hanover County, Pender County, Hyde County, Greene County, City of Wilmington, City of North Topsail Beach **Georgia:** Georgia Department of Transportation	14	579,473.65	$13,572,406.02
2015	Activations	Temporary Sites	Cubic Yardage	Contract Value
Texas Flood Event	**Texas:** Texas Department of Transportation, City of Houston, and City of Bellaire	N/A	238,463.00	$ 2,039,329
Louisiana Storm Event	**Louisiana:** East Baton Rouge Parish and Ascension Parish	N/A	135,977.96	$ 875,867
2014	Activations	Temporary Sites	Cubic Yardage	Contract Value

Winter Ice Storms	**South Carolina:** South Carolina Department of Transportation **North Carolina:** New Hanover County, Pender County, City of Wilmington, City of Thomasville and City of Archdale	15	1,839,119.82	$ 54,449,473

FINANCIAL STRENGTH & STABILITY

DRC is one of the most **financially sound and stable companies** in the disaster response industry. With a **bonding capacity of over $1 billion** and access to dedicated cash and credit lines in **excess of $400 million**, DRC has the ability to manage and complete multiple projects simultaneously without being hindered by a lack of operating capital. During high storm seasons over the past decade, DRC operated substantially out of pocket prior to client payment, yet remained fully capable of providing the critical services necessary to complete all contracts.

- DRC's combined contract total for 2022 is valued at over $159,000,000. During this time, DRC removed and disposed over 3,600,000 cubic yards of debris across 9 states.
- In 2021, DRC removed over 17,000,000 cubic yards of debris and managed 82 debris management sites in response to Hurricane Ida alone. Our combined contract total for 2021 was valued at over $300,000,000.
- The 2020 hurricane season consisted of numerous hurricanes including Hurricanes Hanna, Laura, Isaias, Sally, Delta, and Zeta; DRC was mobilized in Alabama, Georgia, Louisiana, Mississippi, Florida, Texas, and North Carolina and removed and disposed of over 5,900,000 cubic yards of debris for contracts totaling over $180 million.
- The 2018 hurricane season brought several storms, most notably Hurricanes Florence and Michael. With only two weeks of reprieve between each storm, DRC mobilized in Florida, North Carolina, Virginia and Georgia simultaneously.
- Three major hurricanes hit continental North America in 2017, Hurricanes Harvey, Irma, and Maria, consecutively. DRC managed a total of 53 projects simultaneously in the months that followed these disasters, totaling to $207 million and 6 million cubic yards.
- 2016 brought several severe flooding events, primarily in Texas and Louisiana. Additionally, Hurricanes Hermine and Mathew wreaked havoc on Florida and the East Coast. DRC was activated in 30 total jurisdictions, DRC picked up a total of 4 million cubic yards of debris, totaling to an estimated amount of $64.7 million contract value.
- The winter of 2014 wreaked havoc on the eastern seaboard. Working primarily in South Carolina and North Carolina, DRC managed the debris removal for 5 counties in North Carolina and 8 counties for SCDOT. Removing over 225,000 trees and 1,400,000 cubic yards, the contract value is $54,449,473.

<u>Banking</u>
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Senior VP Corporate Banking
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Leila.Aloi@texascapitalbank.com

<u>Surety</u>
Bowen, Michlette & Britt Insurance Agency LLC
Toby Michlette
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(713) 880-7109
Tmiclette@bmbinc.com

<u>Insurance</u>
McGriff, Seibels & Williams
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10100 Katy Freeway
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Houston, TX 77043
(713) 940-6544
Rob.harrison@mcgriff.com

Texas Capital Bank

January 17, 2023

To Whom It May Concern:

DRC Emergency Services LLC and affiliates have the financial resources to support business operations and the ability to obtain additional resources if needed. The companies have a multi-year syndicated revolving credit facility led by Texas Capital Bank with borrowing capacity up to $500,000,000. The Companies have the financial capability to finance hundreds of millions of dollars in volume of work, without interference or slow down. The amount can be repaid and redrawn, subject to compliance with the terms of the Company's credit agreement. The credit agreement runs through January 31, 2027.

In addition to the Syndicated Credit Facility with our bank, the owners of DRC Emergency Services LLC and affiliates keep ample levels of additional Working Capital available at a moment's notice.

We have personally banked the owners of the companies for over 15 plus years and they have been a valued client of the bank, have always paid as agreed, and are one of the highest valued clients in the bank. We have witnessed them work on multiple projects and coordinate large scale efforts with excellent execution.

Please feel free to contact me should you need additional information.

Leila Z. Aloi
Senior Vice President
Texas Capital Bank
832-308-7005

1330 Post Oak Blvd., Suite 1700
Houston, TX 77056
832.308.7000

TRAVELERS

Drew Kratzer
Associate Account Executive
Travelers Bond
4650 Westway Park Blvd
Houston, TX 77041
(281) 606-8406
DKratzer@Travelers.com

May 31, 2023

City of New Berlin
3805 S. Casper Drive
New Berlin, WI 53151

Re: DRC Emergency Services, LLC
Project: Emergency Debris Removal Services
Estimated Contract Amount: $2,000,000.00

To Whom It May Concern:

Travelers Casualty and Surety Company of America (Travelers) has issued surety bonds for DRC Emergency Services, LLC (DRC). In this capacity we have become very familiar with their management, financial and performance capabilities. Through Travelers, we have established a bonding program with a single project limit of $500,000,000 as long as these projects fit within an aggregate program of $1 Billion. Travelers is currently listed on the U.S. Department of the Treasury's Listing of Certified Companies and is currently rated A++ (Superior) with a Financial Size Category of XV by A. M. Best. Travelers is authorized to do business in Wisconsin.

Based on the bonding requirements, Travelers is agreeable to issue the 100% performance and payment bonds on behalf of DRC, upon a valid Task Work Order, as required by contract, subject to Traveler's acceptable review of contract terms, contract amount, bond forms, and financing and other pertinent underwriting information at the time of the request. Please understand that any arrangement for any bonds is a matter between DRC and Travelers. We assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

Our experience with DRC has been excellent, and we highly recommend them to you.

Sincerely,

Andrew P. Kratzer, Associate Account Executive

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff Insurance Services, LLC
10100 Katy Freeway, #400
Houston, TX 77043

CONTACT NAME: Julia Becvar
PHONE (A/C, No, Ext): 713-877-8975 FAX (A/C, No): 713-877-8974
E-MAIL ADDRESS: jbecvar@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance Company	44520
INSURER B : United States Fire Insurance Company	21113
INSURER C : Vantage Risk Specialty Insurance Company (16275)	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
DRC Emergency Services, LLC
P.O. Box 17017
Galveston, TX 77552

COVERAGES CERTIFICATE NUMBER: ZFXWULKP REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ECG107062	03/31/2023	03/31/2024	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 200,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			1337543307	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			EFX122599	03/31/2023	03/31/2024	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Contractors Pollution & Errors & Omissions			P03CP0000033200	03/31/2023	03/31/2024	Contractor's Pollution	$ 5,000,000
							Errors & Omissions	$ 5,000,000
							Policy Aggregate	$ 5,000,000
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFP - City of New Berlin - Emergency Debris Removal Services

Certificate Holder is included as an Additional Insured on the General Liability, Automobile and Excess Liability policies. Waiver of Subrogation applies in favor of Certificate Holder as respects the General Liability, Automobile and Excess Liability policies. The General Liability Policy includes a Per Project Aggregate. Coverage is primary and non-contributory as respects to the General Liability, Automobile and Excess Liability policies. All as required by written contract subject to policy terms, conditions, and exclusions.
In the event of cancellation by the insurance companies, the General Liability, Automobile and Excess policies have been endorsed to provide 30 days' Notice of Cancellation (except for non-payment) to the Certificate Holder shown below.

CERTIFICATE HOLDER

City of New Berlin
3805 S. Casper Dr.
New Berlin, WI 53151

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE R Michael Broadlove, Jr

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10 YEAR PAST PERFORMANCE

Please see below for projects performed by DRC over the last 10 years. Project values below with asterisks (*) are in progress and amounts are subject to change.

2023	Contracting Agency	Description of Work	Contract Amount
April	Little Rock, AR	2023 Tornado Removal and Disposal of Storm Debris	*$1,970,715.17
April	Monroe County, MS	Contract for Tornado Debris and Removal Services	*$688,351.90
March	Pottawatomie County, OK	February 2023 Tornado- Debris Removal	$18,621.49
March	Manatee, FL	Red Tide-Fish Kill	$26,483
February	City of Houston, TX	Heavy Trash, Bulk, and Junk Waste Collection Services	*$655,824.66
February	City of Tyler, TX	Bulk Waste & Brush Services - **Winter Storm Mara**	$296,730.00
February	City of Lakeway, TX	Bulk Waste & Brush Services - **Winter Storm Mara**	$694,710.00
February	City of Austin, TX	Disaster Debris Removal- **Winter Storm Mara**	*$8,461,328.87
January	Alabama Department of Transportation - Dallas County	Dallas County Tornado	*$3,874,233.70
January	City of Lake Charles, LA - Batch 3	Private Property Debris Removal Program - **Hurricane Laura**	*$193,450.00
January	City of Lake Charles, LA - Batch 7	Private Property Debris Removal Program - **Hurricane Laura**	*$180,000.00
2022	**Contracting Agency**	**Description of Work**	**Contract Amount**
December	Manatee, FL	Red Tide-Fish Kill	$13,495.00
December	St. Charles Parish, LA	Winter Tornado Debris Removal	$97,343.44
December	St. Bernard Parish, LA	Winter Tornado Debris Removal	*$181,447.84
November	Florida Department of Emergency Management - JV	Debris Removal- **Hurricane Ian DR-4673**	*$29,770,693.04
November	Florida Department of Environmental Protection - JV	Waterway Debris Removal	*$88,171,203.41
November	St. Augustine, FL	Storm Nicole Tropical	$24,196.37
November	Hollywood, FL	Hurricane Nicole - Hourly work	$14,953.75
October	Houston, TX	Mechanical & Hydraulic Dredging	$1,936,596.32

October	Sarasota Schools, FL	Debris Removal	$85,088.88
October	FDOT District 1	Emergency Debris Removal and Hazardous Tree Limb & Stump Removal	$595,178.64
September	Lee County Schools	Debris Removal - **Hurricane Ian DR-4673**	$315,845.98
September	Lakeland, FL	Debris Removal - **Hurricane Ian DR-4673**	$1,654,141.04
September	Daytona Beach, FL	Debris Removal - **Hurricane Ian DR-4673**	*$3,102,724.02
September	City of Deland, FL	Debris Removal - **Hurricane Ian DR-4673**	$961,843.88
September	City of Debary, FL	Debris Removal - **Hurricane Ian DR-4673**	$943,747.84
September	St. Augustine, FL	Debris Removal - **Hurricane Ian DR-4673**	$59,775.35
September	Bradenton, FL	Debris Removal - **Hurricane Ian DR-4673**	$302,085.74
September	Longboat Key, FL	Debris Removal - **Hurricane Ian DR-4673**	$334,105.91
September	FDOT District 5	Debris Removal - **Hurricane Ian DR-4673**	$158,673.58
September	FDOT Perry	Debris Removal - **Hurricane Ian DR-4673**	$15,000.00
September	FDOT Chiefland	Debris Removal - **Hurricane Ian DR-4673**	$25,281.50
September	Sarasota County, FL	Debris Removal - **Hurricane Ian DR-4673**	$20,975,013.19
September	Manatee, FL	Debris Removal - **Hurricane Ian DR-4673**	$7,945,240.76
September	Maitland, FL	Debris Removal - **Hurricane Ian DR-4673**	$141,151.33
September	Richmond, VA	Reduction and Haul Out	$315,000.00
August	City/County of St. Charles	2022 Flooding	$11,979.84
August	Larimer County, CO	Sediment Removal - Buckhorn Creek	$1,850,071.00
July	East Baton Rouge Parish/City of Baton Rouge	Annual Channel Clearing Project – Elbow Bayou and Claycut Bayou	*$1,537,979.40
July	City of Mayfield, KY	Private property debris removal in response to tornado	$5,266,377.68
July	Lake Charles, LA	Private property debris removal and demolitions - **Hurricane Laura DR-4559**	$218,136.00
May	City of Austin, TX	Bulk Waste Debris Removal	$1,019,362.50
April	Boulder County, CO	Marshall Fires Phase 2	$26,903,041.87
March	St. Bernard, LA	2022 Tornado	$594,135.08

February	City of Houston, TX – Roger's Gully	Mechanical Sand and Waterway Debris Removal, Lake Houston	$7,007,416.52
February	Lakeland, TN	2022 Ice Storm Debris Cleanup	$103,766.00
February	LADOTD Jefferson Ditches	Emergency Ditch, Culvert, and Catch Basin Cleaning – **Hurricane Ida DR-4611**	$3,818,278.00
January	Point Coupee, LA	Bulky Waste	$6,487.50
January	SCDOT	Winter Storm Izzy	$40,135.00
January	Boulder County, CO	Marshall Fires Phase 1	$266,716.84
January	City of Monroe, LA	Bulk Waste Debris Removal	$271,600.00
2021	**Contracting Agency**	**Description of Work**	**Contract Amount**
December	TXDOT Brazoria County	Debris Removal – **Tropical Storm Nicholas**	*$615,045.70
December	LADOTD 02 St. Bernard	Emergency Drainage Cleaning for Florissant Hwy (LA46)	$192,815.28
December	TXDOT	Disaster Debris Removal Services – Tropical Storm Nicholas	$53,407.50
December	USACE - Graves County, Kentucky	2021 Tornadoes	$12,640,181.52
December	Greater Louisiana Port Commission - Port Fourchon, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	$631,513.60
December	Ascension Parish Waterway (Canal), LA	Disaster Debris Re Canal Disaster Debris Removal Services – Hurricane Ida DR-4611	$11,287,635.40
October	Village of Napoleonville, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	$38,941.40
October	Southeast Flood Protection Authority	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$2,690,963.63
October	Dauphin Island, AL	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$3,140,135.00
September	Bay City, TX	Disaster Debris Removal Services – **Tropical Storm Nicholas**	*$236,335.95
September	Matagorda County, TX	Disaster Debris Removal Services – **Tropical Storm Nicholas**	*$298,988.17
September	Lafourche School District, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$429,298.01
September	Bayou Lafourche Water District, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$5,890,173.13

September	St Charles Parish, LA	Canal Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$2,339,823.10
September	Sorrento, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$115,857.17
September	Town of Gramercy, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$305,274.00
September	Pointe Coupee Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	*$13,537.50
September	Iberville Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$140,329.15
September	Assumption Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	*$215,899.11
September	Baker, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$135,403.20
September	St. Tammany Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	*$43,757,042.06
September	Town of Lutcher, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$424,647.81
September	Montgomery County, PA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$11,944,812.49
September	Donaldsonville, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$282,656.27
September	Central, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$441,364.66
September	St. James Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$1,381,257.45
September	Ascension Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$5,289,860.19
September	Jefferson Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	*$35,754,679.92
September	LADOTD 61	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$5,913,629.58
September	LADOTD 62	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$30,900,053.55
August	Terrebonne Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	*$44,199,509.53
August	Tangipahoa Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	*$42,275,640.66
August	Abita Springs, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	*$26,868
August	St. Charles Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	*$18,672,467.27

August	Lafourche Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	*$17,253,946.46
August	East Baton Rouge Parish/City of Baton Rouge, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	*$10,938,467.34
August	St. Bernard Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$2,253,489.28
	Randolph County – ACCA	Alabama Tornadoes	$83,352.47
July	FDOT District 2 Perry	**Emergency Cut & Toss - Tropical Storm Elsa EM-3561**	$15,000.00
July	FDOT District 2 Chiefland	**Emergency Cut & Toss - Tropical Storm Elsa EM-3561**	$18,326.25
July	Foley, AL	Hurricane Debris Stream Cleanout - **Hurricane Sally DR-4563**	$15,000
July	City of Houston, TX	Mechanical Sand and Waterway Debris Removal, Lake Houston	$10,483,667.44
June	Pinellas County, FL	Red Tide Fish Kill	$2,070,438.47
June	Ascension Parish, LA	May weather event	$2,631.14
June	State of Washington	Town of Malden Fire Cleanup	$4,600,000.00
May	East Baton Rouge, LA	May Flood Event	$505,060.62
April	City of Mobile, AL	Bulky Waste	$38,637.50
April	Coweta, GA	Disaster Debris Clearance and Removal Services	$35,089.08
April	City of Austin, TX	Winter Storm Debris Removal	$382,005.00
April	Shelby County, AL	Alabama Tornadoes	$511,206.78
April	Calhoun County, AL	Alabama Tornadoes	$2,942,622.86
April	Westwego (City of), LA	**Hurricane Zeta DR-4573**	$22,440.00
March	Central, LA	Winter Storm Debris	$51,300.00
February	East Baton Rouge	Winter Storm Debris Removal	*$1,130,963.16
February	Texas Department of Transportation	Waterway Debris Removal	$316,915.00
January	CalRecycle, CA	2020 Fires, Debris Removal & Hazard Tree Removal Services	*$81,651,575.10
January	Washington County, AL	Disaster Debris Removal Services – **Hurricane Zeta DR-4573**	$2,806,056.32
January	Clarke County, AL	Disaster Debris Removal Services – **Hurricane Zeta DR-4573**	$4,299,718.14

2020	Contracting Agency	Description of Work	Contract Amount
November	State of Washington	Town of Malden Fire Clean up	$4,567,224.89
November	City of Selma, AL	Disaster Debris Removal Services – **Hurricane Zeta DR-4577**	$1,472,310.16
November	Mobile County, AL	Disaster Debris Removal Services – **Hurricane Zeta DR-4577**	$5,075,456.97
November	City of Prichard, AL	Disaster Debris Removal Services – **Hurricane Sally DR-4563**	$836,185.25
November	Stone County, MS	Disaster Debris Removal Services – **Hurricane Zeta DR-4576**	$1,462,022.56
November	City of Lucedale, MS	Disaster Debris Removal Services – **Hurricane Zeta DR-4576**	$513,307.96
November	City of Moss Point, MS	Disaster Debris Removal Services – **Hurricane Zeta DR-4576**	$128,758.93
November	City of Alexander City, AL	Weather Event of April 2020	$281,101.19
November	Forsyth County, GA	Disaster Debris Removal Services – **Hurricane Zeta DR-4579**	$49,837.85
October	Plaquemines Parish, LA	Disaster Debris Removal Services – **Hurricane Zeta DR-4577**	$370,612.8
October	City of Niceville, FL	Disaster Debris Removal Services – **Hurricane Sally DR-4564**	$31,410.39
October	ALDOT- Grove Hill District	Disaster Debris Removal Services – **Hurricane Zeta DR-4573**	$9,254,899.38
October	City of Slidell, LA	Disaster Debris Removal Services – **Hurricane Zeta DR-4577**	$367,233.00
October	Jefferson Parish, LA	Disaster Debris Removal Services – **Hurricane Zeta DR-4577**	$2,937,024.93
October	City of New Orleans, LA	Disaster Debris Removal Services – **Hurricane Zeta DR-4577**	$391,359.16
October	Terrebonne Parish, LA	Disaster Debris Removal Services – **Hurricane Zeta DR-4577**	$89,187.06
October	St. Charles Parish, LA	Disaster Debris Removal Services – **Hurricane Zeta DR-4577**	$97,940.95
October	St. Bernard Parish, LA	Disaster Debris Removal Services – **Hurricane Zeta DR-4577**	$591,978.10
October	City of Kenner, LA	Food Services – **Hurricane Zeta DR-4577**	$23,685
October	Jefferson County, TX	Logistic Services – **Hurricane Delta**	$13,530
October	City of Baker, LA	Disaster Debris Removal Services – **Hurricane Delta DR-4570**	$121,977.20

October	East Baton Rouge, LA	Disaster Debris Removal Services – **Hurricane Delta DR-4570**	$684,139.37
October	City of Central, LA	Disaster Debris Removal Services – **Hurricane Delta DR-4570**	$106,353
October	Pointe Coupee Parish, LA	Disaster Debris Removal Services – **Hurricane Delta DR-4570**	$27,000
October	West Feliciana Parish, LA	Disaster Debris Removal Services – **Hurricane Delta DR-4570**	$94,143.05
October	Lafayette Parish, LA	Disaster Debris Removal Services – **Hurricane Delta DR-4570**	$4,883,624.13
October	Acadia Parish, LA	Disaster Debris Removal Services – **Hurricane Delta DR-4570**	$1,054,273.01
October	City of Semmes, AL	Disaster Debris Removal Services – **Hurricane Sally DR-4563**	$77,396
October	Vernon Parish, LA	Disaster Debris Removal – **Hurricane Laura DR-4559**	$11,769,350.27
October	Natchitoches Parish, LA	Disaster Debris Removal – **Hurricane Laura DR-4559**	$793,043.66
September	Jefferson County Drainage District, TX	Logistic Services – **Hurricane Laura DR-4559**	$12,886.39
September	City of Mary Esther, FL	Disaster Debris Removal Services – **Hurricane Sally DR-4564**	$14,832.68
September	Jackson County, FL	Private Property Debris Removal— **Hurricane Michael (DR-4399)**	$459,716.62
September	City of Gulf Breeze, FL	Disaster Debris Removal Services – **Hurricane Sally DR-4564**	$1,023,202.02
September	Town of Dauphin Island, AL	Disaster Debris Removal Services – **Hurricane Sally DR-4563**	$991,095.96
September	Mobile County, AL	Disaster Debris Removal Services – **Hurricane Sally DR-4563**	$4,438,764.67
September	City of Mobile, AL	Disaster Debris Removal Services – **Hurricane Sally DR-4563**	$10,143,825.52
September	Winn Parish, LA	Disaster Debris Removal – **Hurricane Laura DR-4559**	$2,184,514.30
September	Natchitoches Parish, LA	Disaster Debris Removal – **Hurricane Laura DR-4559**	$793,043.66
September	City of Natchitoches, LA	Disaster Debris Removal – **Hurricane Laura DR-4559**	$14,832.68
September	City of Cedar Rapids, IA	Collection of C&D Storm Damaged Household Items – **Derecho Severe Storms DR-4557**	$267,066.73

September	Grant Parish, LA	Disaster Debris Removal – **Hurricane Laura DR-4559**	$11,817,169.83
August	Ouachita Parish, LA	Disaster Debris Removal – **Hurricane Laura DR-4559**	$2,239,882.51
August	Jefferson Davis Parish, LA	Disaster Debris Removal – **Hurricane Laura DR-4559**	$2,290,672.78
August	Lafayette Parish, LA	Disaster Debris Removal – **Hurricane Laura DR-4559**	$397,790.77
August	City of Crowley, LA	Disaster Debris Removal – **Hurricane Laura DR-4559**	$282,736.22
August	State of Louisiana	Emergency Support Trailers – **Hurricane Laura DR-4559**	$202,000
August	Jefferson County Drainage District	Emergency Disaster Assistance Recovery- **Hurricane Laura DR-4559**	$12,886.39
August	City of Deland, FL	Disaster Debris Removal – **Hurricane Isaias**	$45,606.46
August	City of Wilmington, NC	Debris Management Recovery & Removal Services- **Hurricane Isaias**	$2,692,553.05
July	Matagorda County, TX	Debris Clearance & Removal – **Hurricane Hanna**	$411,067
July	City of Central, LA	Debris Removal in response to Weather Event	$3,400
May	Virginia Department of Emergency Management	COVID-19 Support	$506,232.04
May	Lafourche Parish, LA	Debris Removal and Recovery Services	$143,375
May	St. Charles Parish, LA	May 15 Flood Event	$62,372.41
April	City of Mount Juliet, TN	Tornado Debris Removal (DR-4476)	$1,258,201.54
April	Puerto Rico Power Authority	Vegetation Management	$29,283,377.08
January	City of Houston, TX	Mechanical Sand and Waterway Debris Removal, Lake Houston	* 15,792,662.59
2019	**Contracting Agency**	**Description of Work**	**Contract Amount**
November	City of Port Aransas, TX	Municipal Boat Harbor Debris Removal Disposal Services – **Hurricane Harvey (DR-4332)**	$273,428.60
September	Jefferson County, TX	Disaster Debris Management—**Tropical Storm Imelda (DR-4466)**	$1,132,923.58
September	City of Liberty, TX	Disaster Debris Management—**Tropical Storm Imelda (DR-4466)**	$87,791.50
September	City of Nederland, TX	Disaster Debris Management—**Tropical Storm Imelda (DR-4466)**	$12,142.40

September	New Hanover County, NC	Disaster Debris Removal—**Hurricane Dorian (DR-4465)**	$151,527.30
September	Town of Pine Knoll Shores, NC	Disaster Debris Removal—**Hurricane Dorian (DR-4465)**	$126,898.25
September	City of Wilmington, NC	Pre-Staging Equipment—**Hurricane Dorian (DR-4465)**	$26,106.20
August	City of Miami Beach, FL	Logistical Services—**Hurricane Dorian (DR-4465)**	$38,400
August	City of Central, LA	Disaster Debris Removal— **Hurricane Barry (DR-4462)**	$7,800
August	St. Charles County, MO	Emergency Flood Debris Removal and Disposal	$650,075.00
August	Village of Plover, WI	**Straight-Line Wind –** Debris Removal	$119,427.50
July	Assumption Parish, LA	Disaster Debris Removal— **Hurricane Barry (DR-4462)**	$63,886.74
July	Pointe Coupee Parish, LA	Disaster Debris Removal— **Hurricane Barry (DR-4462)**	$21,600
July	Terrebonne Parish, LA	Disaster Debris Removal— **Hurricane Barry (DR-4462)**	$404,858.94
July	Lafayette Parish, LA	Disaster Debris Removal— **Hurricane Barry (DR-4462)**	$225,250.75
July	East Baton Rouge Parish/City Of Baton Rouge, LA	Disaster Debris Removal— **Hurricane Barry (DR-4462)**	$398,040.07
June	State of New York	Provide MRE's	$30,6060.00
June	State of Louisiana- Sand Activation	Provide Sand per Region	$2,537.00
June	Puerto Rico's Department of Parks and Recreation	**Hurricane Maria Debris Removal (DR-4339)**	$4,890,171.32
June	Monroe County, MS	Tornado Debris Removal and Disposal Services	$1,756,741.53
June	City of Ruston, LA	Debris Removal and Disposal from Event of April 25, 2019 (Tornado)	$285,951.44
2018	**Contracting Agency**	**Description of Work**	**Contract Amount**
November	Sampson County	Disaster Debris Removal Services—**Hurricane Florence (DR-4393)**	$23,484.79
October	Jones County	Debris Removal—**Hurricane Florence (DR-4393)**	$209,953.44
October	GDOT-Colquitt	Debris Removal—**Hurricane Michael (DR-4399)**	$326,471.84
October	FDOT	Base Camp—**Hurricane Michael (DR-4399)**	$1,888,658.00

October	FDOT Region 3 Bay and Calhoun Counties	Debris Removal—**Hurricane Michael (DR-4399)**	$33,539,480.67
October	FDOT Region 2 Gulf, Liberty, Franklin, Gadsden, Wakulla, Leon, and Jefferson Counties	Debris Removal—**Hurricane Michael (DR-4399)**	$23,193,485.63
October	Southport, NC	Debris Removal—**Hurricane Florence (DR-4393)**	$467,856.46
October	Greene County, NC	Debris Removal—**Hurricane Florence (DR-4393)**	$12,779.24
October	Jackson County, FL	Debris Removal—**Hurricane Michael (DR-4399)**	$40,000,000
October	Holmes County, FL	Debris Removal—**Hurricane Michael (DR-4399)**	$2,269,063.94
October	Pamlico County, NC	Veg Disposal—**Hurricane Florence (DR-4393)**	$1,107,417.42
September	Carolina Beach, NC	Sand Debris Removal—**Hurricane Florence (DR-4393)**	$19,158.60
September	Jasper, SC	On Call Tree Trimming and Removal	Maintenance Contract
September	Topsail Beach, NC	Debris Removal—**Hurricane Florence (DR-4393)**	$650,092.07
September	Surf City, NC	Debris Removal—**Hurricane Florence (DR-4393)**	$1,750,794.12
September	Pine Knoll Shores	Debris Removal—**Hurricane Florence (DR-4393)**	$926,151.47
September	Burgaw, NC	Debris Removal—**Hurricane Florence (DR-4393)**	$260,824.92
September	Havelock, NC	Debris Removal—**Hurricane Florence (DR-4393)**	$1,193,356.81
September	Wilmington, NC	Debris Removal—**Hurricane Florence (DR-4393)**	$18,716,164.35
September	Pender County, NC	Debris Removal—**Hurricane Florence (DR-4393)**	$10,819,632.94
September	Pinellas County, FL	Red Tide-Fish Kill	$6,895,562.29
May	Port of Corpus Christi Authority (POCCA)	Marine Debris Removal Services	$285,771.03
March	ACCA-Jacksonville	**Severe Thunderstorms and Dangerously High Winds (DR-4362)**	$3,889,408.12
March	Jacinto City, TX	Debris Removal from Temporary Site	$80,000.00
March	ACCA-Calhoun County	**Severe Thunderstorms and Dangerously High Winds (DR-4362)**	$882,966.84

March	ACCA-St. Clair County	**Severe Thunderstorms and Dangerously High Winds (DR-4362)**	$237,601.18
September	Florida Department of Environmental Protection	Marine Debris Removal - **Hurricane Irma (DR-4337)**	$416,444.79
2017	**CONTRACTING AGENCY**	**DESCRIPTION OF WORK**	**CONTRACT AMOUNT**
November	DTOP-Puerto Rico	Hurricane Maria Debris Removal (DR-4339)	$78,295,107
October	Miami-Dade County, FL	Site Management and Reduction of Temporary Debris Storage and Reduction Site - **Hurricane Irma (DR-4337)**	$5,060,786.86
October	North Miami Beach, FL	Debris Management and Reduction - **Hurricane Irma (DR-4337)**	$2,383,018.23
October	Monroe County, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$11,648,125.84
September	Brunswick, GA	Debris Removal - **Hurricane Irma (DR-4338)**	$642,298.98
September	Orlando, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$570,879.96
September	Piney Point Village, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$ 30,010.87
September	Debary, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$ 1,073,891.11
September	Inverness, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$97,056.16
September	Indian Creek Village, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$142,821.03
September	Bellaire, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$ 1,279,672.03
September	Daytona Beach, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$923,524.92
September	Surfside, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$103,132.63
September	Orange City, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$478,643.62
September	St. Augustine, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$469,540.11
September	DeLand, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$1,190,026.81
September	Waller County, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$31,010.87
September	Doral, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$41,121.84
September	Cutler Bay, FL	Emergency Cut & Toss - **Hurricane Irma (DR-4337)**	$ 98,530
September	Fernandina Beach, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$835,621.90
September	Coconut Creek, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$1,273,788.48
September	Largo, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$715,802.20

September	Fort Lauderdale, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$8,196,643.97
September	Citrus County, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$1,648,345.56
September	North Miami, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$2,383,018.23
September	Miami, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$9,851,246.94
September	FDOT – District 2	Emergency Cut & Toss - **Hurricane Irma (DR-4337)**	$563,069.00
September	Coconut Creek, FL	Food Activation - **Hurricane Irma (DR-4337)**	$16,839.99
September	Palm Beach Gardens, FL	Food Activation - **Hurricane Irma (DR-4337)**	$55,125.00
September	Taylor Lake Village, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$17,246.1
September	Humble, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$173,411.09
August	Cities of Port Neches, Nederland and Groves, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$1,062,849.32
August	Port Arthur, TX	Emergency Supplies - **Hurricane Harvey (DR-4332)**	$336,668.94
August	Harris County, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$33,677,520.71
August	Texas City, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$217,981.17
August	Houston, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$21,854,657.54
August	TXGLO, TX	Beach Restoration - **Hurricane Harvey (DR-4332)**	$400,000
August	Jefferson County, TX	Emergency Supplies and Debris Removal - **Hurricane Harvey (DR-4332)**	$5,027,062.72
August	City of Port Aransas, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$11,771,717.34
August	City of Aransas Pass, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$7,595,915.65
August	City of Pasadena, TX	Food Services - **Hurricane Harvey (DR-4332)**	$20,000
March	Chambers County, TX	Building Restoration as a result of a Tornado	$3,400.00
January	Assumption Parish, LA	Removal of C&D from DMS - **February 2016 Tornado**	$94,646.55
2016	**Contracting Agency**	**Description of Work**	**Contract Amount**
November	Greene County, NC	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4285)**	$75,870.33

November	GDOT – Chatham County	Emergency Routine Maintenance - **Hurricane Matthew (DR-4284)**	$1,390,795.73
November	Pender County, NC	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4285)**	$162,119.60
October	Sebastian, FL	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$387,820.47
October	Hyde County, NC	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4285)**	$344,248.99
October	North Topsail Beach, NC	Disaster Debris Removal and Disposal (Push& Load & Haul Operations) - **Hurricane Matthew (DR-4285)**	$48,682.78
October	New Hanover County, NC	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4285)**	$912,661.04
October	City of Wilmington, NC	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4285)**	$918,465.95
October	Palm Beach Gardens, FL	Emergency Food Services - **Hurricane Matthew (DR-4283)**	$52,600.00
October	City of Debary, FL	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$256,463.67
October	City of Ormond Beach, FL	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$3,861,220.75
October	City of DeLand, FL	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$505,777.85
October	Orange City, FL	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$115,245.54
October	City of Daytona Beach, FL	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$3,861,220.75
October	City of St. Augustine, FL	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$856,579.69
September	Leon County, FL	Debris Removal - **Hurricane Hermine (DR-4280)**	$1,591,250.93
September	Citrus County, FL	Debris Removal - **Hurricane Hermine (DR-4280)**	$200,846.00
August	East Baton Rouge Parish/City of Baton Rouge, LA	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$35,000,000.00
August	Ascension Parish, LA	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$5,903,607.61
August	Lafayette Parish, LA	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$975,792.64

August	Tangipahoa Parish, LA	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$468,387.73
August	St. Martin Parish, LA	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$64,622.94
August	City of Baker, LA	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$413,150.33
August	Iberville Parish/City of St. Gabriel, LA	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$66,153.72
June	Caldwell Parish, LA	March 2016 Flood - **Louisiana Severe Storms and Flooding (DR-4263)**	$16,401.60
June	St. James Parish, LA	Haul Out - **February 2016 Tornado**	$91,104.64
June	Parish of East Baton Rouge/City of Baton Rouge, LA	**May 2016 Wind Event**	$198,105.72
May	Texas Department of Transportation – Smith & Cherokee County	Debris Removal - **April 2016 Tornado**	$558,910.69
May	New Hanover County, NC	Debris Removal - **May 2016 Tornado**	$41,351.56
April	Harris County, TX	Debris Removal - **Texas Severe Storm and Flooding DR-4269**	$504,198.86
April	City of Houston, TX	Debris Removal - **Texas Severe Storm and Flooding DR-4269**	$2,728,745.37
March	Tangipahoa Parish, LA	Debris Removal - **Louisiana Severe Storms and Flooding (DR-4263)**	$72,224.79
January	Prince George's County, MD	Snow Removal - **Winter Storm Jonas**	$179,188.75
January	Loudon County, VA	Snow Removal - **Winter Storm Jonas**	$223,113.50
January	Maryland Department of General Services	Snow Removal - **Winter Storm Jonas**	$12,440.00
January	City of Baltimore, MD	Preston Road Complex Snow Removal - **Winter Storm Jonas**	$122,550.00
January	State of Maryland – Highway Authority	Snow Removal - **Winter Storm Jonas**	$465,500.00
January	State of Louisiana Sand Activation	Delivery of Sand to Krotz Springs, LA	$28,991.76
2015	**Contracting Agency**	**Description of Work**	**Contract Amount**
October	Ethyl Road Industrial Park, LLC	Pond Dewatering	Est. $136,298

October	East Baton Rouge, LA Housing Authority	Turner Plaza Demolition-Building 6	$187,523.53
July	Jackson County, MS	Landfill Services for Chipping, Grinding, Hauling, and Disposal of Vegetative Debris	$67,200.00
July	St. Louis County, MO	Tree Removal	Maintenance Contract
June	Texas Department of Transportation – Waller and Montgomery County	Disaster Debris Removal and Disposal - **Texas Severe Storm and Flooding (DR-4269)**	$87,304.60
May	Cities of Bellaire and Houston, TX	Disaster Debris Removal and Disposal & Base Camps - **Texas Severe Storm and Flooding (DR-4269)**	$1,952,025.31
May	Parish of East Baton Rouge and Ascension Parish, LA	Disaster Street Clearing Debris Collection, Removal, Processing, Disposal and Management Services	$875,867.76
April	Castlerock Communities, LP Houston, TX	Goose Creek Landing – Detention Pond Clearing & Section 1 Clearing	$123,664.00
March	City of Corpus Christi, TX	Master Channel 31 Drainage Channel Excavation	$878,176.52
February	New Caney Defined Benefits Area MUD Within the City of Houston ETJ in Montgomery County, TX	Phase 2 Clearing and Grubbing	$618,286.08
January	Harris County, TX	Expansion of James Driver Park Phase One	$1,506,550.65
2014	**Contracting Agency**	**Description of Work**	**Contract Amount**
November	Brazos County, TX	Tree Trimming and Removal	$118,366.25
October	Harris County, TX	South Richey Storm Water Detention Basin Excavation	$5,395,557.23
August	Alabama Department of Transportation – 2nd Division District 3	Tree Trimming/Canopy Removal- District 3	$115,842.50
July	City of Athens, AL	Grinding and Disposal of April 28,2014 Storm Debris/Green Waste	$65,552.00
July	Hyde County, NC	Debris Management Services - **Hurricane Arthur**	$8,750.00
July	City of Shreveport, LA	Cross Lake Dam Embankment Vegetation Removal	$227,287.26
July	City of Center Point, AL	Demolition and Cleanup	$34,911.00
July	City of Archdale, NC	Winter Storm Debris Easement Removal	$141,000.00

July	City of Jonesboro, AR	Debris Removal	$280,000.00
May	City of Archdale, NC	Winter Storm Debris Removal	$147,203.50
May	Gulf Breeze, FL	Emergency Debris Removal - **April Rain Event**	$108,995.46
May	Okaloosa, FL	Emergency Debris Removal	$5,816.78
April	Thomasville, NC	Debris Removal and Disposal, Debris Management, and Debris Clearance	$473,222.69
March	City of New Orleans, LA	Strategic Demolitions for Economic Recovery	$6,685,950.00
February	New Hanover, NC	Emergency Response, Management, and Recovery	$1,146756.55
February	Wilmington, NC	C&D Debris Removal and Vegetative Debris Removal and Disposal	$1,555,223.85
February	Pender County, NC	Debris Management and Site Disposal	$66,447.07
February	South Carolina Department of Transportation	Clearing Roads, ROW, Debris Hauling due to a hurricane/storm event	$44,233,669.57
January	Richmond, VA	Snow Removal Services	$36,855.00
January	Louisiana Department of Transportation and Development – Webster Parish	Tree Removal in Webster Parish	$458,785.00
2013	**Contracting Agency**	**Description of Work**	**Contract Amount**
December	Port St. Lucie, FL	Canal Bank Stabilization Improvements (3 Segments)	$4,022,930.54
September	Louisiana Department of Transportation and Development – Bienville Parish	I-20 Tree Removal in Bienville Parish	$348,053.00
June	St. Charles County, MO	Emergency Storm Debris Removal - **Midwest Tornado Outbreak**	$923,105.33
June	Bridgeton, MO	Emergency Storm Debris Removal - **Midwest Tornado Outbreak**	$38,918.81
June	Pottawatomie County, OK	Emergency Storm Debris Removal - **Midwest Tornado Outbreak**	$418,256.75
June	City of Oklahoma City, OK	Emergency Storm Debris Removal - **Midwest Tornado Outbreak**	$1,873,206.11
May	Terrebonne Parish Consolidated Government	St. Louis Bayou Cleanout	$924,950.00
April	Ocean City, NJ	Marine Debris Removal - **Super Storm Sandy** Subcontractor to Zehender Disaster Relief, LLC	$512,750.50

2012	Contracting Agency	Description of Work	Contract Amount
November	Piscataway, NJ	Debris Removal - **Super Storm Sandy**	$1,498,637.31
November	New York Department of Transportation – Nassau County	Debris Removal - **Super Storm Sandy**	$5,190,263.72
November	New York Department of Transportation – Suffolk County	Debris Removal - **Super Storm Sandy**	$8,224,716.15
November	New York Department of Transportation – Suffolk County	Debris Removal - **Super Storm Sandy**	$3,607,542.53
November	Harford County, MD	Debris Removal - **Super Storm Sandy**	$29,671.63
September	Ascension Parish, LA	Debris Removal - **Hurricane Isaac**	$279,364.17
September	Louisiana Department of Transportation and Development – District 62	Debris Removal - **Hurricane Isaac**	$913,039.39
September	Mandeville, LA	Debris Removal - **Hurricane Isaac**	$465,759.22
September	St. John the Baptist, LA	Debris Removal - **Hurricane Isaac**	$2,919,975.96
September	Jefferson Parish, LA	ROW Debris Removal - **Hurricane Isaac**	$1,713,925.30
September	East Baton Rouge, LA	Disaster Management - **Hurricane Isaac**	$2,474,520.78
September	St. Charles Parish, LA	Debris Removal - **Hurricane Isaac**	$506,673.33
August	Jefferson Parish, LA	ROW Debris Removal - **Hurricane Isaac**	$64,402.51
August	City of New Orleans, LA	Debris Removal - **Hurricane Isaac**	$2,576,871.94
August	Downtown Development District – New Orleans, LA	Debris Removal - **Hurricane Isaac**	$14,858.79
August	State of Louisiana	Mass Feeding - **Hurricane Isaac**	$23,750.00
August	State of Louisiana	Catering Services - **Hurricane Isaac**	$21,030.00
August	State of Louisiana	Delivered MRE's to Kenner, LA - **Hurricane Isaac**	$4,604.64
August	State of Louisiana	Sand Delivery - **Hurricane Isaac**	$19,680.00
August	Florida Department of Transportation – District 7	Cut and Toss Contract Z7023 - **Hurricane Isaac**	$17,550.00
July	St. Clair County, AL	PWB #29 Shoal Creek Extension	$188,864.00
July	VDEM	Logistics / Emergency Supplies	$96,911.80
July	Corpus Christi, TX	Brush Collection	$249,070.83
June	Matthews County, VA	Logistics / Emergency Supplies	$13,109.00

May	Corpus Christi, TX	Debris Removal	$482,331.96
May	Moody, AL	Storm Debris Removal	$69,375.00
May	Limestone County, AL1	Waterway Debris Removal	$164,605.02
May	St. Clair County, AL	Shoal Creek Debris Removal	$682,000.00
May	St. Clair County, AL	Kelly Creek Debris Removal	$173,782.00
April	Tuscaloosa, AL	Forest Lake Debris Removal	$142.817.00
March	Pendleton County, KY	Tornado debris removal from county road right of ways	$144,039.22
March	Lafayette Consolidated Government	Emergency Disaster Debris Removal - **March 2012 Floods**	$52,767.84
February	Center Point, AL	Disaster Debris Removal, Reduction & Disposal for - **January 2012 Tornadoes**	$458,260.06
January	Tuscaloosa, AL	Structural demo, Debris removal and Site cleanup	$1,369,153.80

REFERENCES

References				
Owner & Timeline	**Description of Work**	**Contract Value**	**Cubic Yards**	**Point of Contact**
Jefferson Parish, LA September 2021-Present	Disaster Debris Removal Services— **Hurricane Ida DR-4611**	*$36,692,909.98	1,666,435.50 Tons: 2,333,009	Katherine Costanza, *Assistant Director of Environmental Affairs* Phone: 504-736-6440 KCostanza@jeffparish.net 834 S. Clearview Parkway, Harahan, LA 70123
USACE – Graves County, KY December 2021-April 2022	Disaster Debris Removal Services in response to a tornado— **Kentucky Severe Storms, Straight-line Winds, Flooding, and Tornadoes DR-4630**	$12,640,181.52	409,238.40 Tons: 572,933.76	Jesse Scharlow, *Contract Specialist* Phone:502-315-6183 jesse.e.scharlow@usace.army.mil 600 Dr Martin Luther King Jr Pl, Louisville, KY 40202
City of Wilmington, NC October 2018-February 2019	Debris Removal Services **Hurricane Florence (DR-4393)**	$18,300,000	1,370,198.12 Tons: 1,918,277.37	Dave Mayes, Director of Public Services Phone: (910) 341-5880 Fax: (910) 431-0099 dave.mayes@wilmingtonnc.gov 102 North Third Street Wilmington, NC 28402

LETTERS OF RECOMMENDATION

St. Bernard Parish Government
8201 West Judge Perez Drive Chalmette, Louisiana, 70043
(504) 278-4227 Fax (504) 278-4330
www.sbpg.net

Guy McInnis
Parish President

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005
March 24, 2023

Re: Letter of Recommendation

To Whom It May Concern,

Please let this serve as a letter of recommendation for DRC Emergency Services, LLC. For the past eight years, St. Bernard Parish Government (SBPG) has worked hand in hand with the DRC team through various challenges - including hurricanes and tornadoes. We have continuously received excellent service throughout these events, as well as normal operations. DRC has proven to be a reliable partner with an inherent understanding of our mission "to protect and enhance the quality of life by providing a high level of service in an efficient and responsive manner for all citizens." Many of DRC's personnel grew up in St. Bernard Parish and still reside in our community. For them, our mission isn't just close to home – it is home.

Over the past four years, we have activated our contract with DRC four times in the wake of Hurricane Zeta, Hurricane Ida, and two tornadoes. Each time, DRC was highly responsive and mobilized equipment and personnel immediately following these disaster events. DRC's ability to efficiently and effectively problem solve under pressure is unparalleled. Additionally, DRC's management personnel were in constant contact, keeping SBPG officials informed and up to date on the project underway. No matter the day or time, when we called, DRC answered.

Not only did DRC Emergency Services deliver on all of their contractual agreements, they also honored verbal commitments that were made to assist SBPG in delivering the highest quality service to our residents.

I would strongly consider choosing DRC Emergency Services as your disaster response contractor. Their professionalism, integrity, accountability, work ethic, and responsiveness are second to none. We've experienced excellence from DRC for the services rendered to St. Bernard. If you have any questions, please feel free to reach out.

Sincerely,

Ronald J. Alonzo, Jr.

ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT

MATTHEW JEWELL
PARISH PRESIDENT

JENNIFER CRISP
EXECUTIVE ASSISTANT

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005

March 23, 2023

Dear Sir/Madam,

It is my pleasure to recommend DRC Emergency Services, LLC as a disaster response contractor. As the Parish President, I had the privilege of working with DRC on multiple occasions. When Hurricane Ida, a Category 4 storm, made landfall in Southeast Louisiana, DRC was already in the process of procuring and staging assets to aid in our recovery efforts.

DRC worked closely with Parish personnel to assess damage, establish collection grids, permit emergency debris management sites, and determine the scope of work based on disaster impact. They provided ROW debris removal, waterway debris removal, and logistics services simultaneously, which helped immensely during this difficult time. Moreover, DRC provided essential items such as pallets of water, toiletries, restroom/showers, fuel, and a 100-person emergency shelter which housed National Guard and St. Charles Parish employees. Through their logistic services, DRC gave hope to the community during a time of great need.

Over the past decade, St. Charles Parish has had the opportunity to work with DRC Emergency Services on multiple emergencies, including major hurricanes, a tornado, and a devastating flood from torrential rainfall. DRC has removed and disposed of over 1,443,000 cubic yards of debris in St. Charles Parish, demonstrating their commitment to serving the community. Through all of this, DRC has demonstrated their integrity and resilience in the face of disaster.

Based on my experience, I wholeheartedly endorse DRC Emergency Services, LLC as a disaster response contractor. Their dedication and expertise are unparalleled, and I am confident that they will provide exceptional service to any organization that requires their assistance.

Sincerely,

Matthew L. Jewell
Parish President
St. Charles Parish

P.O. Box 302 • Hahnville, Louisiana 70057 • Phone: (985) 783-5000 • www.stcharlesparish.gov

OFFICE OF THE PARISH PRESIDENT
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
P.O. BOX 6097
HOUMA, LOUISIANA 70361-6097

GORDON E. DOVE
PARISH PRESIDENT

(985) 873-6401
FAX: (985) 873-6409
EMAIL: gdove@tpcg.org

March 27, 2023

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005

To Whom It May Concern:

On behalf of Terrebonne Parish Consolidated Government, it is our pleasure to take this opportunity to commend DRC Emergency Services, LLC for their outstanding performance in response to Hurricane Ida.

On August 29, 2021, the destructive Category 4 Hurricane Ida made landfall in Southeast Louisiana devastating the community of Terrebonne Parish. Despite that many of DRC's personnel are Louisiana natives who were also affected by the storm, DRC sprang into action and began working immediately. DRC's team assessed the damage and made a plan that proved to be both safe and efficient. Having worked with DRC for over a decade, they utilized push routes, collection grids, and debris reduction/disposal sites that were previously established and successfully used in response to prior disaster events. To date, DRC has removed and disposed of over 3,500,000 cubic yards of debris in response to Hurricane Ida.

Having DRC on standby, we have come to expect the best. DRC's services are comprehensive. DRC has provided land-based debris removal, waterway debris removal, demolition, and logistic services to Terrebonne Parish. Additionally, DRC's attention to detail in the wake of tragedy is unmatched. Terrebonne Parish has called on DRC 6 times over the past 13 years and every time we are reminded why we choose them as our disaster response contractor.

We highly recommend DRC Emergency Services as a debris removal contractor. I am confident they provide the same level of excellence we have experienced to all the communities they serve.

Respectfully submitted,

Gordon E. Dove
Parish President

Cc: Earl Eues, Office of Emergency Preparedness

HORSHAM TOWNSHIP

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TOWNSHIP MANAGER
DENNIS P. HAGGERTY JR
DIRECTOR OF ADMINISTRATION

March 8, 2022

DRC
110 Veterans Memorial Boulevard
Suite 515
Metairie, LA 70005

Dear Mr. Mehl,

On behalf of Horsham Township and Township Council, I would like to take this opportunity to thank you and your staff for the great work that DRC performed in Horsham Township after Hurricane IDA's destructive path made its way thought our community. In Horsham's history, never has a tornado touched down in our area, we were extremely appreciative of your prior experiences and the direction you provided to help organize such an enormous recovery.

Your dedication to our community was demonstrated when you listened to our recommendation to allow for local resources to be used. By establishing such procedures our efforts were more efficient and persistent during initial clean up. As quickly as the months have passed, we still see evidence of Hurricane IDA's devastation and hear from people still affected by its destruction, however we know that we are much better off having had your assistance during this life changing event. You executed a safe and effective debris removal program and responded to many different situations throughout the emergency.

I would like to give credit toward your preparedness, your personnel, and the equipment that delivered without incident. I hope that you know how much we appreciated what you did during such a chaotic time. Please accept our gratitude on behalf of myself, Horsham Township and Township Council. Again, thank you very much for the time, energy and resources that DRC contributed to our community.

Sincerely,

Dennis P. Haggerty Jr.
Horsham Township
Director of Administration

WINN PARISH POLICE JURY
P.O. Drawer 951, WINNFIELD, LOUISIANA 71483-0951
Phone (318) 628-5824 Fax (318) 628-7336
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Tammy Griffin

District Five
Kirk Miles

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Author Robinson

District Seven
Frank McLaren

May 11, 2021

Re: Letter of Reference-DRC Emergency Services

To Whom It May Concern;

On behalf of the Winn Parish Police Jury, it is my pleasure to submit this letter of recommendation for DRC Emergency Services.

On August 27, 2020, Hurricane Laura stormed through our rural community leaving a path of destruction and debris unlike any other disaster we have encountered. After careful consideration of several debris removal companies, Winn Parish contracted with DRC for debris removal services. Little did we know, but 6 weeks later Hurricane Delta hit Winn Parish on the heels of Hurricane Laura. What seemed like insurmountable odds, DRC came in and got us moving in the right direction with their knowledge and expertise during these times of disasters.

DRC was quick to respond and react and began work immediately. DRC's team worked with our administrative and road staff to begin identifying the known extent of damage inflicted by this disaster, learning our streets and roads so they could mobilize their significant fleet of trucks to begin staging for debris removal operations. DRC provided a Program Manager to oversee all operations along with other staff members to assist us in all aspects of the cleanup process.

The same level of responsiveness, coordination and resourcing on the part of DRC was present throughout the entirety of our debris removal and recovery effort. DRC assisted Winn Parish in keeping the citizens and other agencies informed of the debris process. DRC helped the Parish in applying for all necessary permits at debris sites. DRC was present throughout the entire debris removal and recovery effort, resulting in all submittals and invoicing being completed and submitted in a timely manner with has allowed the Parish to quickly process and submit records to FEMA for reimbursement.

The Winn Parish Police Jury contracted with DRC in the amount of $2,222,126 for debris removal services. These services consisted of the removal of vegetative debris, leaning trees, hazardous hanging limbs and stumps from over 700 miles of roads. DRC followed all guidelines and specifications in the contract and completed all work in a timely manner. If any problems or

HOME OF THE LOUISIANA FOREST FESTIVAL

concerns arose, DRC was only a phone call away and would immediately solve the issue. Winn Parish had a great working relationship with DRC during this contract and would contract with them again in the future without hesitation.

If you have any questions or need additional information, please do not hesitate to contact me or my office.

Sincerely,

Joshua McAllister
President
Winn Parish Police Jury

JM/kt

EXPERIENCE WITH FEMA REIMBURSEMENT

DRC has an unparalleled record for providing jurisdictions the maximum reimbursement rate granted by FEMA. **Our record serves as a testament to DRC's ability to perform within the strict guidelines established by our Federal Government, as well as our ability to attract and maintain well trained and principled personnel.**

Adherence to Policy Changes

DRC Emergency Services strives to continuously stay ahead of any changes in FEMA policy and guidance that may affect our Clients. DRC immediately implemented internal measures to ensure that our clients and prospective clients were prepared to be fully compliant with this guidance. DRC carefully reviewed scopes of service, terms of inclusion, evaluation, pricing models, and other key components for any items which may have been deemed non-compliant relative to the new guidance. Additionally, **DRC Emergency Services, LLC is a founding member of DRCA** (the industry's trade organization). Through this membership, DRC helps shape policy and legislation for jurisdictions recovery process. Our additional memberships in other professional organizations (NEMA, APWA and SWANA), provides us with recent industry knowledge necessary to support our client base.

Tony Furr, DRC's Director of Technical Assistance and Training, works closely with our clients to educate and to ensure compliance with Federal Policy and Procedures. **Mr. Furr was the Region VI Debris Subject Matter Expert from 2013 – 2021 for FEMA** and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer **for over 100 federally declared disasters and emergencies**. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

Major Disaster Recovery Projects

DRC has extensive experience working with FEMA on major disaster recovery projects. Through decades of experience, DRC has developed an inherent understanding of how to direct emergency response and recovery.

Date	Event	State	Declaration Number
2022	Hurricane Ian	FL	DR-4673
	Tennessee Severe Winter Storm	TN	DR-4645
	Marshall Fire and Straight Line Winds	CO	DR-4634
2021	Kentucky Severe Storms, Straight-line Winds, Flooding, and Tornadoes	KY	DR-4630
	Hurricane Ida	LA	DR-4611
	Texas Severe Winter Storms	TX	DR-4586

	Louisiana Severe Winter Storms	LA	DR-4590
	Storms, Straight-line Winds, and Tornadoes	AL	DR-4596
2021	Georgia Severe Storms and Tornadoes	GA	DR-4600
	Louisiana Severe Storms, Tornadoes, and Flooding	LA	DR-4606
	Hurricane Zeta	LA, MS, GA, AL	EM-3549, EM-3550
	Hurricane Delta	LA	DR-4570
	Hurricane Sally	AL, FL	DR-4563, DR-4564
	Washington BABB Fire	WA	FM-5355
2020	Hurricane Laura	LA	DR-4559
	Iowa Severe Storms (Derecho)	IA	DR-4557
	Hurricane Isaias	FL, NC	EM-3533, DR-4568
	Hurricane Hanna	TX	EM-3530
	Tropical Depression Imelda	TX	DR-4466
2019	Hurricane Dorian	NC	DR-4465
	Hurricane Barry	LA	DR-4462
	Hurricane Michael	FL, GA	DR-4399, DR-4400
2018	Hurricane Florence	NC	DR-4393
	Severe Thunderstorms and Dangerously High Winds	AL	DR-4362
	Hurricane Maria	PR	DR-4339
2017	Hurricane Irma	FL, GA	DR-4337, DR-4338
	Hurricane Harvey	TX	DR-4332
	Hurricane Matthew	NC, GA, FL	DR-4285, DR-4284, DR-4283
2016	Hurricane Hermine	FL	DR-4393
	LA Severe Storms & Flooding	LA	DR-4277

	Winter Storm Jonas	MD, VA	DR-4261, DR-4262
2015	TX Severe Storms & Flooding	TX	DR-4269
2014	Ice Storm Pax	SC, NC	DR-4166, DR-4167
2012	Hurricane Sandy	NY, MD, NJ, MO	DR-4085, DR-4091, DR-4086, DR-4098
	Hurricane Isaac	LA	DR-4080
2011	Hurricane Irene	VA, MD, NC, RI	DR-4024, DR-4034, DR-4019, DR-4027
2010	TN Severe Flooding	TN	DR-1909
2009	Ice Storms	MD, VA	DR-1875, DR-1874
2008	Hurricane Ike	TX	DR-1791
	Hurricane Gustav	LA	DR-1786
	Mother's Day Tornadoes	GA	DR-1750
	F5 Tornado	IA	DR-1763
2007	Ice Storms	MO	DR-1736
2006	Ice Storms	NY	EM-3268
2005	Hurricane Katrina	LA, MS	DR-1603, DR-1604
	Hurricane Rita	TX, LA	DR-1606, DR-1607

TECHNICAL APPROACH

The primary mission of DRC Emergency Services, LLC is to provide a professional, honest and immediate response to natural and man-made disasters.

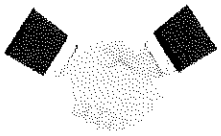
One of the primary missions of any City is to protect lives, minimize the loss or degradation of resources, and continue to sustain and restore operational capability following an event. DRC uses a basic three phase approach to help the City of New Berlin achieve these goals. DRC's approach to **prepare, respond,** and **recover** are fundamental to successful disaster management.

Prepare

Contract Award

Upon award, DRC's Regional Manager, Kristy Fuentes, will schedule a meeting with the City of New Berlin. The initial meeting is critical, allowing both the City and the Regional Manager to make introductions, as well as to prepare for any pending disasters. DRC's primary goal in this meeting would be to develop a step by step plan to expedite arrangements for training and response phases of the contract. These provisions include but are not limited to:

- Presenting key team members, including the Project Manager, and their responsibilities
- Scheduling table top scenario exercises to include planning and routing
- Facilitating the designation and readiness of DMS and final disposal sites
- Introducing Monitoring Firm Representative (if applicable)



Joint Planning and Training

DRC provides the City of New Berlin with planning and training throughout the length of the City's contract at no extra cost. Benefits of these sessions include:

- Providing an opportunity to build relationships between both parties
- Delivering invaluable operational and administrative information to all stakeholders
- Discussing forecasting and reviewing the debris management plan

Identifying Equipment Staging Areas

While discussing potential plots to stage equipment, the following should be considered:

- Staging away from residential areas
- Easy access from main right-of-ways
- Sufficient acreage to manage a large number of vehicles
- Fencing around the facility is preferable

DMS Site Selection

Criteria at a minimum will include:

- Public versus private land considerations
- Environmental agency approvals
- Dust and fire mitigation
- Ingress and egress considerations
- Security features
- Storm water controls considerations
- Elevation
- Sound buffers and fencing

IDENTIFYING PERMANENT DISPOSAL FACILITIES, TRANSFER AND RECYCLING FACILITIES

DRC has agreements in place with most major disposal and recycling facilities in the area. DRC's management will be responsible for working with the jurisdiction to identify these facilities and to secure favorable terms and conditions with each facility. Additionally, DRC's staff includes Steve Crawford, an expert in recycling, resource recovery, and disposal. With 25 years of experience, Crawford brings expertise and exceptional knowledge to every project.

ESTABLISHING EMERGENCY PUSH ROUTES & COLLECTION GRIDS

Collection grids and emergency push routes should include:

- Hospitals
- Police departments
- Emergency shelters
- Nursing homes
- Major traffic routes

Respond

Alert Phase

If a potential disaster can be predicted, DRC will activate the following alert phases:

- 72 hours before impending impact, Kristy Fuentes will contact the City of New Berlin to discuss activation and response
- At the discretion of the City, DRC will mobilize personnel within 24 hours prior to disaster impact to arrive at the Emergency Operations Center
- Identification and readiness assessment of subcontractor network for Emergency Push and Load and Haul Operations
- Pre-staging of equipment and personnel as needed to respond to the immediate aftermath of the event "push activities"
- Emergency Push Collection routes have been determined

Disaster Impact

Response Timeline

The type, intensity, and duration of each event dictates the response time. Upon receipt of Notice to Proceed or Task Order, DRC will commence mobilization of equipment, operators, and laborers.

DRC proposes the following time frames in which services can be provided without unwarranted delay or interference:

WITHIN 24 HOURS POST EVENT

- Project Manager and support are in place and interacting with the City of New Berlin's Point of Contact
- Staging and measurement (certification) of equipment is underway
- Permitting and mobilization of DMS sites has begun
- Emergency Push activities are well underway with coordination with utility providers
- Initial Damage Assessment complete
- Public Service Announcements are initiated
- Logistical Support requirements have been assessed
- Initial Safety Meeting is held
- Time and location of daily production meetings is established

WITHIN 48 HOURS POST EVENT

- Initial understanding of crew type and quantity has been established with the City's Point of Contact
- Roughly 50 percent of required equipment and manpower are in place
- At least one DMS is operational and load and haul activities can begin
- Discussions have begun with final disposal and recycling/composting providers (if applicable)
- Collection Zones have been mapped and discussed with the City's Point of Contact
- Truck certifying continues
- Daily Safety Meetings continue

WITHIN 96 HOURS POST EVENT

- Full Mobilization is complete
- Emergency Push complete (if applicable)
- All contractual requirements (bonds, safety plans, dust control, community outreach, etc.) are submitted
- Productivity assessments made based upon existing travel times and DMS requirements adjusted
- Equipment and personnel needs are reassessed
- Additional local and equal opportunity vendor outreach has begun and those applicants vetted
- Daily productivity meeting continues between DRC, the City point of contact and the Monitoring Firm assigned to the project
- Daily Safety Meetings continue

Initial Damage Assessment

Initial damage assessments are usually completed within 36 hours of an incident by local, state, federal, and contractors and provide an indication of the loss and recovery needs. *Due to page limitations, more detail can be provided upon request.*

Emergency PUSH Operations

Debris is "pushed" or cleared from the Public Roadway generally in an order of priority established by the City of New Berlin. *Due to page limitations, more detail can be provided upon request.*

Loading and Hauling Operations

Certification of Equipment

This task can begin as soon as practical but generally 12-24 hours after a Notice to Proceed is issued. In general, trucks are staged at a location where the City's third-party monitoring firm can measure load capacity and assign unique identification to each piece of loading and hauling equipment.

Debris Removal from Public Rights of Way

Within 24-48 hours of a Notice to Proceed (or a reasonable amount of time agreed upon by the City) DRC will commence debris removal operations with multiple Debris Removal Crews. *Due to page limitations, more detail can be provided upon request.*

Multiple Scheduled Passes

In order to allow citizens to return to their properties and bring debris to the right-of-way as recovery progresses, DRC ES adheres to FEMA's guideline of three scheduled collections or passes. In rare cases, particularly following major flooding, additional collections may be warranted.

Field Operations

All eligible debris will be removed from public easements, property, and rights-of-way to designated Debris Management Site and/or directly to a final disposal site. Eligible debris is generated directly by the event or as a result of the event and is in the public Right of Way; for private property debris to be eligible, Private Property Debris Removal has to be authorized:

Vegetative Debris

Vegetative debris is defined as: tree branches, leaves, logs, timber, and stumps. *Due to page limitations, more detail can be provided upon request.*

Construction and Demolition (C & D) Debris

Construction and Demolition (C&D) typically consist of: building materials, drywall, lumber, carpet, furniture, mattresses, and plumbing. *Due to page limitations, more detail can be provided upon request.*

White Goods

White goods is defined as: refrigerators, washers, dryers, freezers, air conditioners, stoves, water heaters, and dishwashers. *Due to page limitations, more detail can be provided upon request.*

Household Hazardous Waste

HHW typically consist of oils, batteries, pesticides, paint, cleaning supplies and compressed gas. *Due to page limitations, more detail can be provided upon request.*

Electronic Waste Collection (E-Waste)

E-Waste debris includes: televisions, computers, radios, DVD players, telephones, and almost anything with an electric cord. *Due to page limitations, more detail can be provided upon request.*

TIRES

Tires often appear on the public ROW for collection following flood events or tidal surge. *Due to page limitations, more detail can be provided upon request.*

Additional debris related collections, operations and projects that may occur during the response or recovery phase include but is not limited to the following:

PRIVATE PROPERTY DEBRIS REMOVAL

FEMA may extend public assistance to private property debris removal when it poses a threat to the public. Under the request and direction of the City of New Berlin or its representative, the contractor will initiate and manage a Right of Entry (ROE) program to remove debris on private property and/or demolish private structures that are a public safety hazard. The property owner must grant access prior to any work, unless there is an immediate threat to the lives, health, and safety to the City's citizens.

HAZARDOUS TREE AND LIMB REMOVAL

A tree is considered "hazardous" if its condition was caused by the disaster and public health and safety are at risk. If possible, leaner and hanger removal will be performed in advance of load and haul activity and collected simultaneously with ROW debris. Eligibility is usually determined by the City of New Berlin's independent monitoring firm. *Due to page limitations, more detail can be provided upon request.*

REMOVAL OF HAZARDOUS STUMPS

Stump removal usually takes place late in the debris removal process and is generally determined eligible by the City's monitor. *Due to page limitations, more detail can be provided upon request.*

SAND, SOIL RECOVERY, BEACH RESTORATION

Many jurisdictions are faced with damaged coastal areas and habitats that may require immediate recovery restoration. DRC has performed these sensitive and precise projects for thirty years. Permitting requirements will vary by jurisdiction. Typically multiple agencies are involved in beach projects. Recovery from public or private property will require Right of Entry (ROE) authority. *Due to page limitations, more detail can be provided upon request.*

EXPERTISE IN THE REMOVAL OF DEAD ANIMALS AND PUTRESCENT DISPOSAL

Improper disposal of animal carcasses can contaminate drinking water sources or spread disease. It is DRC's policy to handle and dispose of animal remains with care and in accordance with all state and local regulations. *Due to page limitations, more detail can be provided upon request.*

DEMOLITION

DRC Emergency Services, LLC employs many experienced supervisors, project managers, operators, and other technicians, many of whom have many years of experience in the demolition field. Demolition projects will be staffed with a Superintendent to oversee daily operations and a Project Manager responsible for subcontractor relations, schedule maintenance, and coordination with the City of New Berlin. *Due to page limitations, more detail can be provided upon request.*

EMERGENCY CLEANING OF STORM WATER CATCH BASINS

As directed by the City, DRC will provide all labor, equipment, transportation, traffic control, signage and other incidentals required to provide emergency cleaning of storm water catch basins. Service will include the disposal of the water at Public Works facility or the Wastewater Treatment Plant. Debris collected from storm water appurtenances shall be place at the curb for pick up by the ROW debris management program.

Debris Management Site Operations

PERMITTING AND SITE MOBILIZATION

Within 24 hours of a notice to proceed, mobilization to pre-established DMS locations will begin:

- Phase One—environmental audit is performed
- The number of DMS sites to be used is determined by estimated volumes, travel times, traffic patterns and material to be processed
- Ideally, site placement and number should facilitate a minimum of five loads per truck per day
- Land Use Agreements are immediately executed with any private land owners
- For those sites not already permitted, an immediate permitting request will be submitted by DRC's Vice President of Administration and Compliance (Kristy Fuentes)
- DMS Site Plan is established and submitted

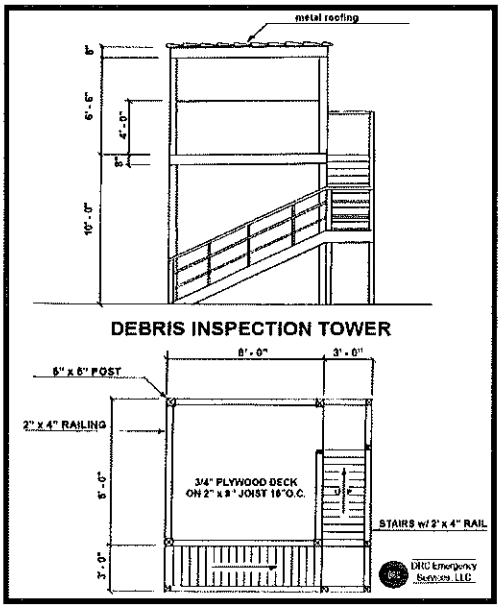
Environmental Considerations

- Where practical, a phase one environmental assessment should be performed prior to use as a DMS
- Soil samples are taken prior to use
- Pictures and video of the site prior to use is considered a best management practice
- DRC may use drone photography before and after use as a best management practice
- An independent engineer is often used to satisfy additional requirements of State regulators such as the need for SWPPP, perimeter silt fencing, air monitoring etc.

SITE ACCESS

For the success of site access, separate points of ingress and egress should be established if possible and avoidance of truck traffic through residential areas is ultimately important.

- **Traffic Controls** - Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular traffic control. Additional traffic control personnel can be stationed throughout the site, as needed, to enforce proper traffic flow.
- **Inspection Towers** - Inspection towers shall be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. Ideally two inspections towers should be utilized at each DMS if volume warrants. One tower at point of ingress for use by the monitoring firm's employee, one tower at the point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site. One tower may be utilized if



ingress and egress point is the same. Additionally, the use of all terrain man lifts are sometimes substituted for the tower shown.

- **Maintenance and Grading** - Maintenance and grading of the debris management site will occur throughout the operating day. Access roads will be constantly maintained, and dust control managed by use of a water truck. Access roads will be swept as often as necessary.

DEBRIS STORAGE AREA

Debris may be segregated into five main areas as determined by the type of event.

Vegetative debris—Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance with requirements for reduction of vegetative debris and processing of C&D.

Construction and Demolition (C&D) Debris—Stored separately within an area that will facilitate separation, compaction or grinding.

Recyclables/Salvage—Recyclable/salvageable materials will be stock piled in accordance with the site plan.

White goods—White goods will be stock piled in a contained area in accordance with the site plan if not transported directly to the recycler.

Household Hazardous Waste (HHW)—HHW will be segregated and stored in an approved containment area that may be lined and bermed.

DEBRIS REDUCTION METHODS

Grinding and/or Chipping Operations—Primarily used for reducing vegetative debris to achieve a 4 to 1 reduction or better. Resulting product is beneficial for use as fuel or reused as compost. The method is less often used as a reduction method for Construction and Demolition material due to its impact on equipment.

- Reduction by grinding provides opportunity for recycling, re-use and consumption as a fuel source

Burning—Environmental impact and safety are primary considerations. Most often allowed in rural settings, it's the most efficient reduction method for vegetative debris as a 95% reduction can be achieved. Air curtain incineration and trench burning can serve to mitigate the release of smoke etc.

- Reduction by burning provides for the most cost- effective processing, if burning is an option

Compaction—The most acceptable reduction method for construction and demolition debris when combined with recycling; a 2 to 1 reduction ratio is most often achieved.

FINAL DEBRIS DISPOSAL

Selection of final disposal location(s) for processed debris is normally determined during the planning phase. Per Subtitle D, lined sites are generally selected. However, in some cases, permitted construction and demolition sites are used when regulations allow.

RECYCLING STRATEGIES

Vegetative Debris—Available to serve as a viable fuel source for manufacturing, etc. and used frequently as mulch for agricultural purposes. The resulting product is donated to citizens for use in flower beds and gardens and can be used as alternative daily cover in landfills when allowed. Additional uses are to use as roadbed for temporary roads and can be thinly spread across acreage to produce dirt.

Aggregates—Concrete, brick, and similar materials can be crushed and used as fill material, road base, etc.

Construction and Demolition Debris—Wood, metals, plastics and sometimes gypsum can be pulled from the waste stream and recycled if sufficient quantities exist and recycling facilities are available and accessible.

White Goods— Easy to recycle due to abundant processors.

Electronic Waste (E-Waste)—While these components are quite abundant, particularly following a flood or tidal surge, recyclers of these items have become more difficult to find. Some of the components found in televisions, computer monitors, copy machines etc. contain heavy metals making disposal a poor option, resulting in markets being the best option. Shipping to foreign markets is sometimes the best option.

DEBRIS MANAGEMENT SITE CLOSEOUT

Restoration is conducted during the close out phase of each DMS. The scope of restoration is determined by post use site conditions, terms of the land lease, or the City directive and mutual understanding when public property is used. Restoration can consist of final removal of all debris and other managed components as well as all structures and temporary features. Additionally, grading and leveling, removal of temporary roads and fencing, and grassing or seeding of the site to documented pre-use condition may be necessary. *Due to page limitations, more detail can be provided upon request.*

FINAL INSPECTION, RELEASED AND ACCEPTANCE OF THE CITY OF NEW BERLIN AND/OR LANDOWNER

In most cases, final closure approval is needed by both the State Environmental Agency and the property owner.

Safety

DRC maintains an unwavering commitment to the health and safety of our employees, subcontractors, customers, and the communities that we service.

Our goal is to ensure that all projects operate under the safest possible conditions and as such, DRC maintains a robust in-house safety program. Headed by a dedicated team of Project Managers and Regional Managers, DRC's programs and practices include:

- Morning project safety toolbox meetings
- Weekly "better ideas for improvement" meetings
- Weekly formal safety meetings
- Constant safety training certifications
- Safety recognition through our "challenge coin" award program

DRC follows all OSHA regulations and other federal and state agency guidelines when conducting an operation. DRC's Corporate Safety Plan includes Safety Plans and Policies, an Accident Prevention Plan and a Substance Abuse Policy. It is the policy of this organization to provide and maintain work environments and procedures which will:

1. Safeguard public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities;
2. Avoid interruptions of Government operations and delays in project completion dates; and
3. Control costs in the performance of this contract.

Operational safety, health, and accident prevention measures will be in effect and reinforced daily by all active personnel. These measures and procedures will be reiterated weekly during planning meetings, or as needed.

Immediate action will be taken to correct any safety deficiency while maintaining the utmost respect for all members of our workforce. All actions will be documented and the safety of citizens will be considered vital.

Prompt Damage Complaint

- DRC maintains a damage hotline (888-721-4DRC) for all projects. A complaint manager is assigned to the project and is responsible for tracking all damage and repair.
- DRC will investigate all damages and complaints within 24 hours and will propose a resolution to the damaged party within 48 hours.

Accounting and Document Management

DRC's invoicing procedure is as follows:

- Load tickets are received, logged, and then scanned into DRC's database system. Tickets are then entered and audited for accuracy.
- Invoice is worked up along with the ticket data backup.
- The reconciliation process then takes place with either the Monitoring Firm or the reconciliation contact with the City (if there isn't a Monitoring Firm).
- Once the invoice and ticket data has been 100% reconciled, the Monitoring Firm, or the reconciliation contact with the jurisdiction, then recommends the invoice to FEMA for payment.
- Frequency: The invoicing is usually done on a weekly basis

DRC maintains a fully-staffed, fully operational Data Center at its headquarters all year. The Data Center is staffed by experienced and professional personnel with extensive knowledge of recording, reporting, contract, and reimbursement requirements. The Data Center is equipped with state-of-the-art information technology and is prepared to meet and exceed the reporting requirements of each client. All servers and networked computers are backed up both on and off-site every day. The emergency nature of DRC's work requires that the Company remain on-line and in contact across its network at all time.

Recover

Many of the elements of work shown above can be categorized as a recovery functions, although some, if not all, could be performed simultaneously with the debris mission. Of those listed above, marine debris removal, marine salvage, and beach restoration have been previously addressed under the Response phase of operations.

Effective recovery requires a comprehensive effort of all phases that enable logical and efficient execution. The subsequent functions outlined below are all steps in a model that must be executed intelligently and with real-world experience. DRC Emergency Services, LLC, SLS and Callan Marine comprise a core of companies under single ownership

that excel at providing a turn-key approach to total disaster management. We stand alone in the industry as the only provider of these services.

SLS DRC's sister Company, SLS, is a prominent post disaster Temporary Housing provider. From turnkey temporary trailer facilities to massive man camps designed to house and feed thousands, SLS has designed and performed most all post disaster applications.

SLS pioneered the current FEMA S.T.E.P. program during the aftermath of Hurricane Sandy in New York. The Program in New York was called "Rapid Repair" and a similar program in Baton Rouge was called "Shelter at Home". These programs are designed to perform essential elements of restoring damaged single- family residences and return homeowners back into their homes quickly. As an additional positive result, the cost of the typical S.T.E.P. program is approximately 20% the cost of placing a displaced Family into a trailer or similar structure. Rapidly returning displaced families to their homes provides a sense of community and normalcy to the affected citizens.

DRC's sister Company, Callan Marine is a highly-specialized construction firm capable of providing, design, engineering, management and construction services such as:

CALLAN MARINE

- Marine debris management and removal
- Offshore and inland dredging
- Shoreline protection
- Beach re-nourishment
- Port/Dock facility construction
- Wetlands construction
- Marine protection mitigation and improvements

Callan Marine has dredged thousands of miles of waterway in the Gulf Coast region to keep our customers productive.

EMPLOYMENT OF LOCAL & MINORITY CONTRACTORS

DRC maintains one of the industry's largest network of pre-screened and fully qualified subcontractors, including local and preferred vendors. DRC's subcontractors are evaluated extensively, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost.

The use of local resources is vitally important to a successful disaster recovery operation. DRC proudly promotes community involvement by working closely with local suppliers and vendors when the situation allows. DRC utilizes local vendors to the maximum extent possible to minimize load times, transportation costs, and schedule risk.

Because of its importance, we have developed a vast network of subcontractors that are uniquely qualified and meet all operational requirements envisioned under this RFP. DRC has access to more than 2,000 firms through our prequalified supplier database, including over 1,200 Small Business Firms. This database facilitates our ability to identify firms qualified for specific scopes of work and allows DRC to efficiently sort the firms by type of service and size of business.

Throughout its history, DRC has maintained strong relationships with local vendors and subcontractors. We pride ourselves on facilitating local involvement during recovery efforts and encourage local knowledge and experience. DRC has assembled a cadre of thousands of subcontractors which includes SBE, MBE, WBE, HUB Zone, 8(a), and VOSB (including Service-Disabled VOSB) contractors. DRC has established procedures nationally recognized in the area of community outreach as discussed below.

Local S/M/WBE Resource Program

DRC understands that primarily mobilizing staff and equipment from local subcontractors reduces mobilization times and reduces cost. While DRC maintains a current, active subcontractor list, Regional Managers reach out to local subcontractors and small, minority and women-owned business enterprises (S/M/WBE) by utilizing:

- Governmental databases
- Local, regional, and national SBE compliance departments
- Client and vendor references
- Direct mail community outreach
  - Information can be found by contacting: 888-721-4DRC or going on drcusa.com

Upon receipt of Notice of Award, DRC will make contact with local governments and SBE Resource offices to schedule an informational and technical assistance workshop for potential vendors and businesses. The workshops provides:

- "Hands on" technical assistance to a variety of companies
- Matches S/M/WBE contractors with other companies in order to strengthen their competitive position

DRC is committed to ensuring that local companies are made aware of all potential contracting and partnership opportunities.

From our extensive experience with subcontractors, DRC knows the importance of establishing strict guidelines for performance and safety standards. All subcontractors will be screened for qualifications and safety compliance prior to being offered a contract with DRC. Additionally, at the discretion of the contracting agency, all subcontractors will be approved prior to beginning work. Our sample Subcontractor Agreement details the scope of work and responsibilities

of each subcontractor. The Subcontractor Agreement also commits the subcontractor to all governmental regulations and requirements. All subcontractor equipment will be inspected and properly maintained and all personnel certifications and safety courses will be on file and renewed or updated as needed.

In addition to stringent qualifications standards, DRC requires the following summarized items from subcontractors:

- Compliance with all DRC safety plans.
- Ability to meet liability and automobile insurance requirements (these may vary from contract to contract).
- Compliance with governmental employment regulations, unemployment compensation and workman's compensation laws.
- Completion of a subcontracting agreement specifying the scope of work, terms and conditions, pricing, liability requirements and any hold harmless agreements.

DRC EMERGENCY SERVICES Striking Back.

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard, Suite 401
Metairie, Louisiana 70005
Phone: (888) 721-4372 Fax: (504) 482-2852

Company Name: _____

Contact Person: _____

Contact Phone #: _____

Contact Email: _____

Address: _____

DBE/WBE: _____

Licensing/Certifications: _____

Equipment: _____

Notes: _____

_____

_____

DRC EMERGENCY SERVICES Striking Back.

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard, Suite 401
Metairie, Louisiana 70005
Phone: (888) 721-4372 Fax: (504) 482-2852
www.drcusa.com

In the event of a disaster in the Jurisdiction and DRC Emergency Services is tasked with the Debris Removal and Disposal, the following equipment and licensing will be required:

EQUIPMENT:

a) Hauling Equipment with bed capacity of greater than 30 CY and up to 100 CY is preferred. Self-loading equipment is also preferred, however, pieces of hauling equipment can be coupled with front end loaders with grapples and bobcats with grapples that are capable of loading hauling equipment. All equipment must meet DOT standards for on road travel. All loading equipment must operate with rubber tires.
b) Seventy Hour Emergency Push (short term use) – the above equipment applies, however, rubber tire front end loaders, motor graders, telehandlers, backhoes, bobcats with buckets can be used during the first 70 hours.
c) Operation of the DMS sites (Debris Management Sites) – Bulldozers, water disbursement trucks, grapple trucks, backhoes can be used for this operation.

INSURANCE REQUIREMENTS:

a) General Liability - $1,000,000.00 / $1,000,000.00 Aggregate
b) Workers Compensation - $1,000,000.00/$1,000,000.00/$1,000,000.00

DBE CERTIFICATION

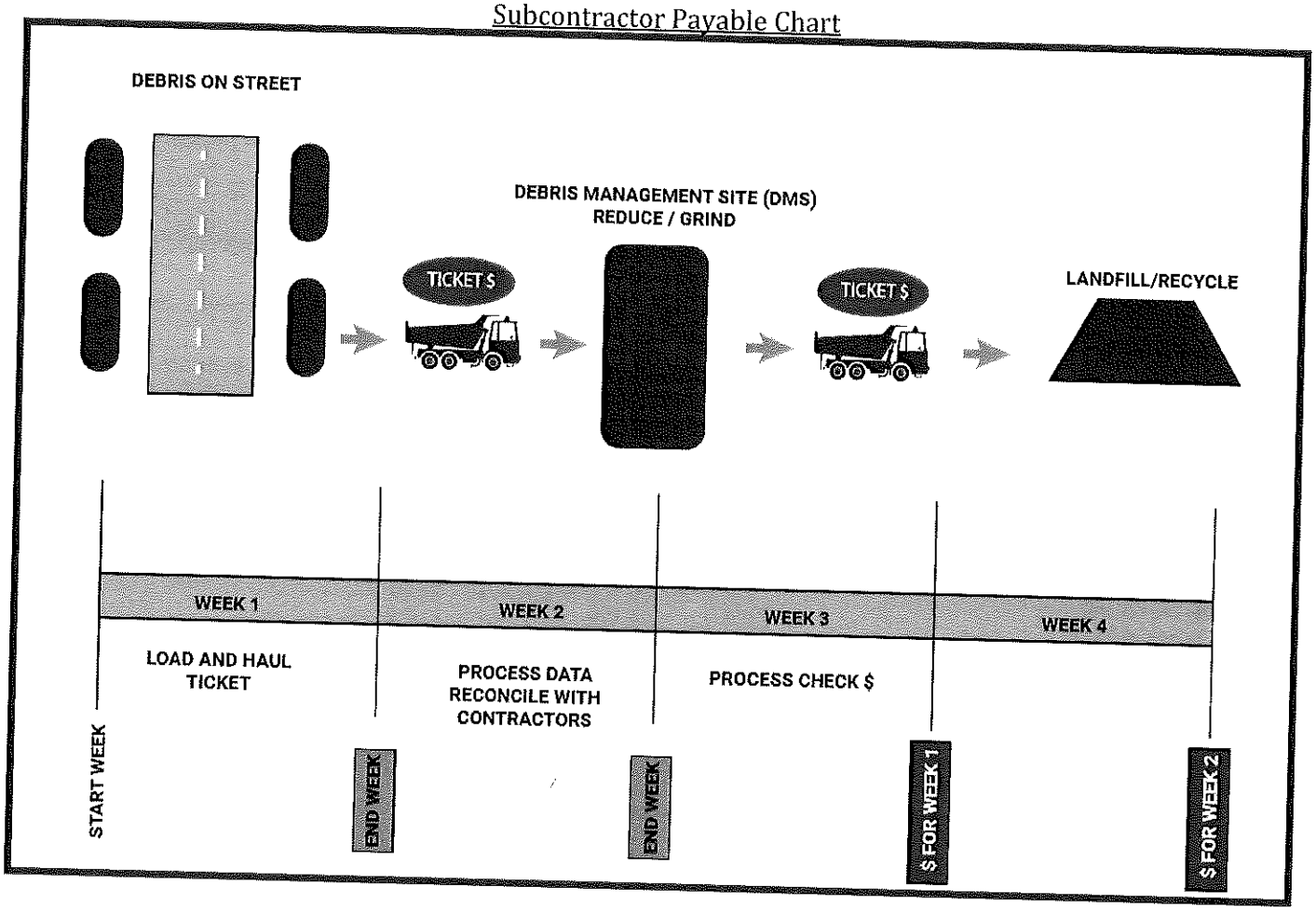
DBE Certificate not required; however, if you are DBE registers with the Jurisdiction, please send a copy of the certification by fax or mail to:

111 Veterans Memorial Boulevard, Suite 401
Metairie, LA 70005
FAX: (504) 482-2852

Prompt Payment of S/M/WBEs

In addition to occasionally assisting S/M/WBEs with operating startup costs, DRC has a 20 plus year history of paying subcontractors on a weekly basis. This expedited payment policy is critical to small businesses as they may experience cash flow issues that can impact operations.

Subcontractor Payable Chart



"Our Mayor's Office, Councilmembers, my office, and other coordinating agencies took great comfort in the "on the ground" presence and access they had to DRC's team throughout this effort, and their commitment to the job until we fully addressed all the recovery needs of our residents was greatly appreciated."

– Adam M. Smith, P.E., Chief of Wastewater Operations & Maintenance, City of Baton Rouge/Parish of East Baton Rouge's Department of Environmental Services

AFFIRMATIVE ACTION/ EQUAL OPPORTUNITY POLICY

DRC is an equal employment opportunity employer. Employment decisions are based on merit and business need, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. DRC complies with the law regarding reasonable accommodation for handicapped and disabled employees. DRC's President has issued the following policy:

DRC recognizes the value of hiring a diverse group. Due to the nature of our work and the fact that we provide services worldwide, we find it necessary and advantageous to employ a number of persons from various countries who are of different races, religions and ethnic groups. In addition, we believe work force diversity may provide a significant market advantage.

It is the policy of DRC to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). DRC will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. DRC will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on DRC.

Equal employment opportunity notices are posted as required by law. Management is primarily responsible for seeing that DRC's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. Any employee, including managers, involved in discriminatory practices will be subject to termination.

Surety
Bowen, Michlette & Britt Insurance
Agency LLC
Toby Michlette
Surety Bond Producer, Senior VP
1111 North Loop West, Suite 400
Houston, TX 77046
(713) 880-7109
Tmiclette@bmbinc.com

Please see the bid bond attached.

TRAVELERS

Drew Kratzer
Associate Account Executive
Travelers Bond
4650 Westway Park Blvd
Houston, TX 77041
(281) 606-8406
DKratzer@Travelers.com

May 31, 2023

City of New Berlin
3805 S. Casper Drive
New Berlin, WI 53151

Re: DRC Emergency Services, LLC
Project: Emergency Debris Removal Services
Estimated Contract Amount: $2,000,000.00

To Whom It May Concern:

Travelers Casualty and Surety Company of America (Travelers) has issued surety bonds for DRC Emergency Services, LLC (DRC). In this capacity we have become very familiar with their management, financial and performance capabilities. Through Travelers, we have established a bonding program with a single project limit of $500,000,000 as long as these projects fit within an aggregate program of $1 Billion. Travelers is currently listed on the U.S. Department of the Treasury's Listing of Certified Companies and is currently rated A++ (Superior) with a Financial Size Category of XV by A. M. Best. Travelers is authorized to do business in Wisconsin.

Based on the bonding requirements, Travelers is agreeable to issue the 100% performance and payment bonds on behalf of DRC, upon a valid Task Work Order, as required by contract, subject to Traveler's acceptable review of contract terms, contract amount, bond forms, and financing and other pertinent underwriting information at the time of the request. Please understand that any arrangement for any bonds is a matter between DRC and Travelers. We assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

Our experience with DRC has been excellent, and we highly recommend them to you.

Sincerely,

Andrew P. Kratzer, Associate Account Executive

BID BOND **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, DRC Emergency Services, LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of New Berlin, as Obligee, in the sum of Five Percent of the Greatest Amount Bid Dollars ($ 5% G.A.B.) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Emergency Debris Removal Services ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 31st day of May, 2023.

DRC Emergency Services, LLC
(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: _____
David T. Miclette, Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DAVID T MICLETTE** of **HOUSTON**, **Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY — ST. PAUL FIRE AND MARINE INSURANCE COMPANY CORPORATE SEAL

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P. NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **31st** day of **May**, **2023**.

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY — ST. PAUL FIRE AND MARINE INSURANCE COMPANY CORPORATE SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

FIVE YEAR LITIGATION AND REGULATORY LIST

(Updated and Revised: May 15, 2023)

The following is a list of any litigation involving DRC Emergency Services, LLC ("DRC") pending, settled, dismissed or abandoned during the five-year period commencing May 15, 2018 and ending May 15, 2023.

ACTIVE PENDING CASES:

Nelson v. RPF Emer. Servs., et al, No. 20-900353, Cir. Ct. Baldwin County, AL. Terminated sub-subcontractor sued DRC and its President seeking damages for termination from the project. Claim unquantified. No liability for DRC or its President; no contract privity.

Fucich v. Great Divide Ins. Co., et al, No. 136124, 16th JDC, Iberia Parish, LA. Automobile accident personal injury claim. Unquantified Claims being handled through insurers.

Fuxench, et al v. Puerto Rico Dept. of Recreation & Sports, No. 20-3148, Puerto Rico Bayomon High Court. Claim against the Puerto Rico Dept. of Recreation & Sports to enjoin it from performing post-hurricane tree and limb removal in a park.

Lambert v. DRC Emergency Services, LLC, et al, 24th Judicial District Court for Jefferson

Parish Louisiana, Civil Action No. 702311. BP Oil Spill personal injury claim. DRC is being indemnified by BP.

Fitzgerald v. DRC Emergency Services, LLC, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 13-650. BP Oil Spill personal injury claim. DRC is being indemnified by BP.

Brown v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-2333. BP Oil Spill personal injury claim. DRC entitled to indemnity from BP.

Payton v. Progressive Ins., et al, No. C-92655, 10th JDC, Natchitoches Parish, LA. Automobile accident involving lower-tier subcontractor. Insured claim

White v. Florida Dept. of Env'l Protection, et al, #20-1558, 2nd Cir. Leon County. Personal injury action arising from debris management site operations. Insured claim.

Goldman v. DRC Emer. Servs, LLC, et al, #22-900011, Washington County, AL Cir. Ct., Personal injury claim arising from automobile accident. Plaintiff rear-ended debris truck.

DRC, Inc. v. DRC Emer. Srvs., LLC, #22-901120, Mobile County, AL Cir. Ct. Tradename dispute. Matter pending.

Dansby v. First Call Storm Removal, LLC, #22-900074, Marengo Co., AL Circuit Court. Personal injury arising from an automobile accident during debris removal operations.

ABANDONED CASES:

Gulf State Construction v. DRC Emergency Services, LLC, Civil Action No. 2012-10783, Orleans Parish Civil District Court. Pro se lawsuit by a subcontractor seeking $180,000 payment for site work and demolition work on the Orleans Parish Sheriff's Office construction project. DRCES disputes plaintiff's claims on several procedural and substantive grounds: (1) Gulf States had no Louisiana contractor's license and, therefore, the subcontract is unenforceable as a

matter of law; (2) Gulf States performed only minimal site work for which it was paid; (3) Gulf States was paid for mobilization but only mobilized three pieces of equipment to the job site and, therefore, could not execute the site work. No action has been taken in this matter for over four years.

Down South Services, LLC v. DRC Emergency Services, LLC, Case No. 59-035, 25th Judicial District Court for Plaquemines Parish, Louisiana. Claim by equipment supplier in connection with the BP oil spill project. DRCES disputed plaintiff's claim and tendered 68% of plaintiff's demand pending further backup detail from plaintiff. No backup detail was provided. The lawsuit is open but plaintiff has abandoned the claim under Louisiana law having taken no step in the litigation since 2011.

American Amphibious Equipment and Rental, Inc. v. Brookhaven Maintenance South Contract Corp., et al, Case No. 55-252, 25th Judicial District Court for Plaquemines Parish, Louisiana. Collection claim by an equipment supplier to a lower-tier subcontractor on the Hurricane Katrina project. On April 13, 2009, one of the lower-tier subcontractors filed for Chapter 11 bankruptcy relief (USDC SD Miss. Case No. 09-50745) and the instant lawsuit was stayed. The Chapter 11 reorganization proceeding was converted to a Chapter 7 liquidation on July 23, 2009. The plaintiff in the instant case did not seek to lift the bankruptcy stay and did not otherwise take any steps in the instant litigation since 2009. The instant matter, therefore, has been abandoned under Louisiana law.

Baudier v. DRC Emergency Services, LLC, et al., 24th Judicial District Court for Jefferson Parish Louisiana, Civil Action No. 703-286. BP Oil spill personal injury claim. Abandoned.

Turlich v. DRC Emergency Services, LLC, et al., 25th Judicial District Court for Plaquemines Parish Louisiana, Civil Action No. 59-076. BP Oil spill personal injury claim. Abandoned.

Frelich v. DRC Emergency Services, LLC, et al., 25th Judicial District Court for Plaquemines Parish Louisiana, Civil Action No. 59-616. BP Oil spill personal injury claim. Abandoned.

DISMISSED, SETTLED OR CLOSED CASES:

Contreras v. Terrence, et al, No. 18-3519, 134th Dist. Court, Dallas County, TX. Claim by a fourth tier subcontractor for payment. The lawsuit states damages are between $50,000 and $200,000. DRC dismissed from lawsuit on summary judgment on August 12, 2022.

Lewis v. Ft. Lauderdale, #19-2090, 17th JC Broward Co. Personal injury. Resident tripped on defect in sidewalk. DRC proved defect existed prior to work performed by DRC in the area. Plaintiff agreed to voluntarily dismiss DRC.

Hershewe v. DRC Emer. Services, LLC, Case NO. 17-181, Jasper County, MO. Suit for an accounting and claim for payment by an attorney arising out of the Joplin, MO tornado project. Suit dismissed for lack of prosecution.

B&S Equipment v. DRC Emergency Services, LLC, et al, Case No. 708 443, 24th Judicial District Court for Jefferson Parish, Louisiana. Claim by lower tier sub subcontractor for unpaid work. Hurricane Katrina project. Case settled on July 3, 2014.

Ultra Lane, Ltd. v. DRC, et al, No. 17-430, USDC MDLA Suit by Ultra Lane against lower-tier sub-subcontractor for payment. Plaintiff voluntarily dismissed DRC from litigation.

Infinity Trucking v. Cahaba Disaster Recovery, et al, USDC EDLA, Case 18-1700, $94,000 claim by lower tier subcontractor on a demolition project. Claim is disputed by DRC based on no contract privity. Settled and dismissed December 10, 2018.

IceX Systems Management, LLC v. DRC Emer. Servs., No. C-201885406, 15th JDC, Lafayette Parish, LA. Claim by equipment lessor for rental. DRC contended that equipment was removed from project by plaintiff. Investigation

confirmed that the equipment was removed by plaintiff and that DRC overpaid plaintiff. Plaintiff voluntarily dismissed the lawsuit July 22, 2020.

Yester Avila, et al. vs. SESCO, Ltd., et al., No.18-cv-00426, USDC SDTX. Class action wage underpayment claim on a project in which DRC had no involvement. Plaintiffs voluntarily dismissed DRC from the lawsuit on July 1, 2019.

Dermansky v. DRC Emer. Servs., No. 20-1803, USDC SDTX. Copyright claim. Photograph use. Settled and dismissed November 19, 2020.

Luke Boudreaux v. The DRC Group, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-03179. BP Oil Spill injury claim. Dismissed June 19, 2020.

Matherne Business Associates v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-449. BP Oil Spill injury claim. Dismissed June 18, 2020.

Rodrigue Business Associates v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-445. BP Oil Spill injury claim. Dismissed June 18, 2020.

Pearson and Black v. DRC Emergency Services, LLC, 24th Judicial District Court for Jefferson Parish Louisiana, removed to USDC EDLA, Civil Action No. 11-778. BP Oil Spill injury claim. Dismissed June 19, 2020.

Chad Rogers v. DRC Emergency Services, LLC, et al., 19th Judicial District Court for East Baton Rouge Parish Louisiana, Civil Action No. 601084 removed to USDC MDLA Civil Action No. 11-331, transferred to USDC EDLA Civil Action No. 11-1295. BP Oil Spill injury claim. Dismissed September 6, 2018.

Foussell, et al, v. DRC Emergency Services, LLC, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-1195. BP Oil Spill injury claim. Dismissed September 6, 2018.

Truong v. Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-2766. BP Oil Spill injury claim. Dismissed September 6, 2018.

Duong, et al v. Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-834. BP Oil Spill injury claim. Dismissed September 6, 2018.

Duong, et al v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 13-605. BP Oil Spill injury claim. Dismissed July 11, 2019.

Dinwiddie v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-426. BP Oil Spill injury claim. Dismissed September 6, 2019.

Elmer Rogers v. DRC Emergency Services, LLC, Orleans Parish Civil District Court, Civil Action No. 14-8304, Div. "J" removed to USCD EDLA Civil Action No. 14-2285. BP Oil Spill injury claim. Dismissed June 19, 2020.

In re Triton Asset Leasing GmbH, U.S. Dist. Court for Eastern District of Louisiana, Case No. 10-2771. Statutory limitation of liability proceeding invoked by a vessel owner which was consolidated with MDL 2179. BP Oil Spill injury claim. Dismissed June 11, 2020.

Alexander v. DRC Emergency Services, LLC, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-951. DRCES is named as a defendant but was never served with legal process. Lawsuit was consolidated in MDL 2179. BP Oil Spill injury claim. Dismissed September 6, 2018.

Strike Zone Charters v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-5960. BP Oil Spill injury claim. Dismissed July 11, 2019.

Reefkeeper, LLC v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-5955. BP Oil Spill injury claim. Dismissed March 4, 2020.

Terry v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-4137. BP Oil Spill injury claim. Dismissed March 4, 2020.

Tim v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3950. BP Oil Spill injury claim. Dismissed July 10, 2018.

Duong v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3953. BP Oil Spill injury claim. Dismissed January 3, 2019.

Ly v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3957. BP Oil Spill injury claim. Dismissed February 5, 2020.

Ly v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-4027. BP Oil Spill injury claim. Dismissed July 18, 2017.

Nguyen v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3952. BP Oil Spill injury claim. Dismissed February 5, 2019.

Nguyen v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3955. BP Oil Spill injury claim. Dismissed February 5, 2019.

DeWitt County, et al v. DRC Logistics, Inc. (in rem only), #20-11-9945, DeWitt County, TX. County sent property tax bill to incorrect address for 2 years. Taxpayer address was corrected in County system; tax bill was paid; case was dismissed.

Golladay v. DRC Emer. Servs., et al, #20-23-CA, 14th JC Calhoun County, FL. Personal injury claim. Claim being handled through insurers. Plaintiff voluntarily dismissed DRC June 23, 2021.

Oiano v. Desaugusi, No. 18-16273, 11th Cir. Miami-Dade County, FL. Payment demand for by lower tier subcontractor on Hurricane Irma project in Miami-Dade County. Dismissed.

Hills v. Tap Out, et al, No. 18-627, 16th JDC Monroe County, Florida. Claim by a pro se plaintiff for alleged failure of tenants to pay rent following home repairs under a public assisted house repair program not involving DRC. The lawsuit is frivolous and was filed by a plaintiff with a history of such pro se filings. Case dismissed March 6, 2019.

Commans v. State Farm, et al, No. 653413, 19th JDC, E. Baton Rouge Parish, LA. Automobile collision case involving truck driver of a lower tier subcontractor. DRC was dismissed on summary judgment.

Kessler Smith v. BKS Construction, LLC, et al, Case No. 2021-9256, Orleans Parish CDC Louisiana. Automobile accident case. Insured claim. Dismissed on summary judgment.

DRC has not had a contract related to debris removal canceled or terminated within the past ten (10) years.

Please see the following required documents attached:

- Proof of State Registration
  - DRC has applied for State Registration. Please see application attached.
- Attachment A – New Berlin Debris Management Contract Bid Form

REQURIED CERTIFICATION

I, Kristy Fuentes, Vice President, Secretary, Treasurer of DRC Emergency Services, LLC, certify that any and all subcontractors, material suppliers and vendors utilized herein in the performance of the contract are currently not suspended, debarred, voluntary excluded, or determined to be ineligible by any federal or state agency.

X _____

Kristy Fuentes, Vice President/Secretary/Treasurer
DRC Emergency Services, LLC

Confidential

FILING FEE $100.00 +

State of Wisconsin
DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Corporate & Consumer Services

Please check box to request Optional Expedited Service ☒ + $25.00

FORM **521**
Mandatory

FOREIGN REGISTRATION STATEMENT LIMITED LIABILITY COMPANY

Sec. 183.0903, Wis. Stats.

1. Name of Foreign Limited Liability Company:

DRC Emergency Services, LLC

2. If the name is not distinguishable from a name that another entity has already reserved or registered with the Department, enter a fictitious name adopted pursuant to s. 183.0906(1), Wis. Stats.:

3. Organized under the laws of (*provide the state (other than Wisconsin) or the foreign country of the foreign limited liability company's governing law*):

Alabama

4. Name of the foreign limited liability company's registered agent in Wisconsin:

Cogency Global Inc.

5. Email address of the registered agent

statrep@cogencyglobal.com

6. Street address of the registered office in Wisconsin

901 South Whitney Way

City	State	Zip/Postal code
Madison	WI	53711

7. Street address of the principal office (may be located outside Wisconsin)

6702 Broadway Street

City	State/Province	Country	Zip/Postal code
Galveston	TX	USA	77554

Office Use Only

1

8. Mailing address of the principal office (if different than street address)			
111 Veterans Memorial Blvd., Suite 401			
City Metairie	State/Province LA	Country USA	Zip/Postal code 70005

9. If the foreign limited liability company's governing law requires it to maintain an office within the jurisdiction of its governing law, provide the street and mailing addresses of that office in the blanks provided for items 9a and 9b below. If the foreign limited liability company's governing law does not so require, leave items 9a and 9b blank.

9a. Street address			
City	State/Province	Country	Zip/Postal code

9b. Mailing address (if different than street address)			
City	State/Province	Country	Zip/Postal code

10. The above-named entity is a foreign limited liability company.

11. Prior to submitting this registration statement, did the foreign limited liability company transact business in Wisconsin without having registered?

☒ No ☐ Yes **If "Yes", complete Supplement on page 4 to determine applicable fee.**

12. This document must be signed by a person authorized by the company:

Signature

Kristy Fuentes

Printed Name

5/24/23

Date

Vice President, Secretary & Treasurer

Title

Contact Information:

Lisa Walsh		
Name		
111 Veterans Memorial Blvd., Suite 401		
Mailing Address		
Metairie	LA	70005
City	State	Zip Code
LWalsh@drcusa.com		888-721-4372
Email Address		Phone Number

INSTRUCTIONS (Refer to section 183.0903, Wis. Stats., for document content)

Please use BLACK ink. Submit one original to State of WI-Dept. of Financial Institutions, Box 93348, Milwaukee WI, 53293-0348, together with a check for the filing fee of the amount calculated in the Supplement or $100.00 (if not required to complete the Supplement), payable to the Department of Financial Institutions. (If sent by express or priority U.S. mail, please mail to State of WI-Dept. of Financial Institutions, Division of Corporate and Consumer Services, 4822 Madison Yards Way, 4th Fl., North Tower, Madison WI, 53705.) If requesting optional expedited service, please check the expedited service box in the upper-right corner of the first page and include an additional $25.00. Filing fees are non-refundable. This document can be made available in alternate formats upon request to qualifying individuals with disabilities. Upon filing, the information in this document becomes public and might be used for purposes other than those for which it was originally furnished. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577 (hearing-impaired may call 711 for TTY) or by email at DFICorporations@dfi.wisconsin.gov.

Item 1. Enter the name of the foreign limited liability company that is registering with the Department.

Item 2. The name under which the foreign limited liability company is registered in this state must be distinguishable on the records of the Department from other entities that are registered with the Department and from any name that has been reserved or registered with the Department. You can preliminarily check the availability of an entity name using the Department's corporate records database, which is publicly available through the Department's website.

If the name of the foreign limited liability company is not distinguishable on the records of the department as provided in s. 183.0112(2), Wis. Stats., enter a fictitious name under which the entity will do business in this state. The name must contain the phrase "Limited Liability Company" or "Limited Company" or the abbreviation "LLC," "LC," or a variation of these abbreviations that differs only with respect to capitalization of letters or punctuation. In addition, the word "limited" may be abbreviated as "Ltd." and the word "company" may be abbreviated as "Co."

Item 3. Enter the name of the jurisdiction (either a state other than Wisconsin or a foreign country) under whose laws the foreign limited liability company is organized.

Items 4 & 5. Enter the name of the limited liability company's registered agent in this state and the email address of that agent. Annual report forms, notices and other official communications are directed to the entity's registered agent, so it is important to keep this information current.

Item 6. The entity must have a registered agent located at a registered office in Wisconsin. The registered office address must be identical to the registered agent's business office and must be an actual physical location with a street address, and not solely a P.O. Box, mailbox service, or telephone answering service. Provide the street number and name, city and ZIP code in Wisconsin.

Items 7 & 8. Enter the street address and, if different, the mailing address of the entity's principal office. The entity's principal office may be located outside Wisconsin.

Item 9. If the foreign limited liability company's governing law requires it to maintain an office within the jurisdiction of its governing law, provide the street and mailing addresses of that office in the blanks provided for items 9a and 9b. If the foreign limited liability company's governing law does not so require, leave items 9a and 9b blank.

Item 10. This is a statement confirming that the company is a foreign limited liability company. If the company is different type of entity, do not file this form and instead visit the Department's website to locate the proper form for your organization's entity type.

Item 11. Indicate whether the foreign limited liability company has done business in Wisconsin prior to filing this foreign registration statement. If the answer is "yes," complete the Supplement below. Note that not all commercial activities within the state constitute "doing business in this state" for purposes of this question. For a list of activities that do not constitute doing business in this state for purposes of this question, review s. 183.0905, Wis. Stats.

Item 12. The document must be executed by one or more persons authorized by the company.

SUPPLEMENT

a.	Enter a whole number equal to the number of calendar years (not including the current year) in which the company did business in Wisconsin without having registered with the Department, counting any partial calendar years as full years:	0
b.	Multiply that number by $97.50 ($65 annual report fee plus a 50 percent penalty as provided in s. 183.0902(6), Wis. Stats.)	$ 97.50
c.	Standard Registration Fee:	+ $ 100.00
	Total filing fee:	$ 197.50

ATTACHMENT A

GENERAL TERMS AND CONDITIONS FOR THE CITY OF NEW BERLIN DEBRIS MANAGEMENT CONTRACT

GENERAL TERMS and CONDITIONS
FOR THE NEW BERLIN DEBRIS MANAGEMENT CONTRACT

1. Introduction. This document (hereinafter referred to as "Terms and Conditions") is hereby incorporated and part of the contract between the City of New Berlin (hereinafter referred to as "City") and the vendor identified below (hereinafter referred to as "Vendor"). These Terms and Conditions, along with the Bid Instructions, Bid Forms, Specification, City of New Berlin Insurance Requirements, Certificates of Insurance and Policy Endorsements, shall constitute the entire contract for materials, work and other goods and services, collectively referred to as the "Contract" between the City and the Vendor. The work that is being performed herein shall collectively be referred to as the "Project". It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned invoices and specifications. These Terms and Conditions are solely for the benefit of the City and the Vendor, and are not intended for the benefit of any other party.

2. Goods and/or Equipment. The goods and materials being furnished under this contract shall be as identified in Bid Instructions, Bid Forms and Specifications that are incorporated herewith.

The City shall not be deemed to have accepted the Goods until they have been provided the opportunity to inspect them and to acknowledge, in writing, that they are in accordance with the specifications/invoice and without damage or defect.

3. Contract Time. Time is of the essence with respect to all time limits, milestones (if any), as well as deadlines for substantial completion and completion of the work provided for in the specifications.

After execution of the contract, the work will be substantially completed at a mutually agreed upon date of _____, and completed and ready for final acceptance and payment in accordance with this Agreement on or before _____, subject to conditions beyond the control of the Contractor, such as labor or material shortages, weather conditions, strikes, civil unrest or wars. The Owner shall make the final decision as to the adequacy of the justification for the delay. Contractor and Owner recognize that time is of the essence and that the Owner will suffer financial and other losses if the work is not completed and the milestones are not achieved within the time limits specified above. The parties also recognize that delays, expense and difficulties involved in proving, in a legal or arbitration proceedings, of the actual loss suffered by the Owner if not completed on time.

4. Contract Price. The City shall pay the Vendor for the completion of the work in accordance with the Contract in the amounts that follow, subject to any applicable adjustments under the Contract:

   a. For all unit price work in an amount equal to the sum of the established unit prices for each separately identified item of unit price work times the actual quantity of that time.
   b. The estimated total of all unit price work for the base bid is $_____. These prices are based on estimated quantities.
   c. These quantities shall be adjusted based upon the actual work performed.
   d. For all work at the price as stated in the Contract Bid attached hereto as Exhibit A.

5. Payment Procedures. Contractors shall submit applications for payments in accordance with the terms of this Agreement on a monthly basis. Owner shall have thirty (30) days after receipt of such request to review the request for correctness and to obtain approval for such payment by its Common Council. The Owner may withhold payment for any portion of the work which is not completed in accordance with the specifications, and shall pay for the work related to any undisputed charges. Upon the successful completion of the work and the acceptance of that work as provided for hereunder, the Owner shall pay the remainder of the contract price.

Upon substantial completion of the work, the owner shall pay an amount sufficient to increase the total payments to the Contractor to one hundred (100%) percent of the work completed, but less such amount set off by Owner as provided for herein, less two hundred (200%) percent of the estimated value of the work to be completed or corrected in accordance with a punch list to be completed prior to final payment. Upon the successful completion of the work and the acceptance of that work as provided for hereunder, the Owner shall pay the remainder of the contract price.

6. Vendor's Representations. In order to induce the City to enter into this Contract, the Vendor makes the following representations:

   a. The Vendor has examined and carefully studied the Contract documents and any data and referenced items included in the Contract documents.

   b. The Vendor has visited the site, conducted a thorough visual examination of the site and adjacent areas, and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the work.

   c. The Vendor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress and performance of the work.

   d. The Vendor has carefully studied all reports and expirations and tests related to the conditions in which the work will be performed, as well as reports and drawings related to the work and technical data in such reports and drawings.

e. The Vendor has considered the information known to the Vendor itself, including information commonly known to vendors doing business in the Milwaukee metropolitan area, as well as information and observations obtained from visits to the site; the Contract documents; site related reports and drawings in the Contract documents with respect to the impact of such information; observations and documents on the cost, progress and performance of the work; the means, methods, techniques, sequences and procedures of construction; and the Vendor's safety, precautions and programs.

Based on the information and observation referred to in the preceding paragraph, Vendor agrees that no further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the work of the Contract price within the Contract times in accordance with the other terms and conditions of the Contract.

The Vendor has given the City written notice of all conflicts, errors, ambiguities or discrepancies which the Vendor has discovered in the Contract documents and the Vendor certifies that the written resolution there by the City is acceptable to the Vendor.

The Contract documents are sufficient to indicate and convey understanding of all terms and conditions for performance in the furnishing of the work.

The Vendor is entering into this Contract constitutes an incontrovertible representation by the Vendor that, without exception, all prices in the Contract are premised upon performing and furnishing the work requirement by the Contract documents.

7. Assignment of Contract. Unless expressly agreed to by the City, no assignment may be made of the rights and responsibilities of the Vendor under this agreement.

8. Successors and Assigns. The City and Vendor each binds themselves, their successors, agents, legal representatives and assigns with respect to all covenants, agreements and obligations contained in the Contract documents.

9. Severability. Any provision or part of the Contract documents held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and Vendor, which do hereby agree that the Contract documents shall be performed or replaced as to such stricken revision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10. Taxes, Social Security and Government Reporting. Personal income tax payments, social security contributions, insurance, payroll taxes and all other governmental reporting and contributions required as a consequence of the Contract or receiving payment for this Contract shall be the sole responsibility of the Vendor.

11. Advertising. The Vendor shall not identify the City as a client or customer of the Vendor or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

12. Modification. In the event that the parties determine that a modification to the Terms and Conditions of the providing of these goods are necessary, such change shall not be effective unless executed by authorized representatives of both parties.

13. Delivery. The goods provided hereunder shall be delivered to the City within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the contract. In the event that the goods are not delivered within a reasonable period of time, the City shall have the right to cancel this contract without fee or penalty.

14. Insurance. Vendor shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business in the State of Wisconsin, and with such limits as the City may establish and require from time to time:

a. General Aggregate: $2,000,000.00
b. Personal Advertising Injury: $1,000,000.00
c. Each occurrence: $1,000,000.00
d. Fire damage: $50,000.00
e. Medical Expense, any one person: $5,000.00
f. Automobile liability: CSL $1,000,000.00
g. Excess liability umbrella form: $1,000,000.00 per occurrence
h. Excess liability umbrella form: $2,000,000.00 in the aggregate with a self-insured retention limit of not greater than $10,000.00
i. Professional Liability, General Aggregate: $2,000,000.00
j. Professional Liability, Each Occurrence: $1,000,000.00

Vendor shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on an occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Vendor agrees to require that the insurer list the City as an Additional Insured on a primary and non contributory basis and to provide adequate evidence of said status through the liability insurance endorsement. Vendor shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected.

15. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit

Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

16. Limitation on Liability. The City's liability to the Vendor shall not exceed the sums paid by the City to the Vendor under this contract. In addition, to the extent that the Vendor seeks indemnification from the City, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereinunder shall be construed to be a waiver or estoppel of the City of New Berlin or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the City of New Berlin or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin law. The City's obligations to indemnify hereunder are further subject to the availability limits of applicable insurance coverage. Under no circumstances shall the City be required to indemnify the Vendor for its own negligence or intentional conduct.

17. Protection of the Project Site. Vendor agrees to post signage and to appropriately guard the area in which the contract work is being performed, and to take all other steps that may be necessary in accordance with requirements of OSHA and/or other governmental agencies with jurisdiction to ensure that the project site is maintained in a safe manner to as to prevent workers and passersby from entering the project site.

18. Warranty. Vendor warrants and guarantees to City that all goods and/or equipment to be supplied hereunder will be of good quality and free from faults and defects. This warranty shall cover materials for the manufacturer stated warranty period and workmanship for two (2) year from the date of substantial completion or as provided in the specifications/invoice attached hereto, whichever is greater.

19. Conflicts. If there is any inconsistency between these Terms and Conditions and the specifications/invoice or any attachments thereto, these Terms and Conditions shall apply.

20. Hold Harmless. The Vendor shall indemnify and hold harmless the City and its agents, employees, elected officials, representatives and assigns (hereinafter referred to as the "Indemnified Parties") as and against any and all claims, demands, actions, causes of action, losses, costs, expense, including, but not limited to actual attorney fees, arising out of our resulting from the performance of the work. Said indemnity shall include both the Vendor, as well as any subcontractors working under them, regardless of whether or not such claims, demands, losses or expenses are caused in whole, or in part, by the parties that are being indemnified. Such obligation shall not be considered to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this paragraph. To the extent that the Vendor retains subcontractors for the performance of the work, or any portion thereof, the Vendor and/or subcontractors shall provide evidence of the insurance coverages set forth above, as well as the terms of this indemnification provision shall be applicable to such Vendor and/or subcontractors.

21. Modification and Assignability. This contract, including all documents incorporated by reference herein, may not be enlarged, modified or altered except upon written agreement signed by both parties. The Vendor may not subcontract or assign its rights, including rights to compensation, or terms of performance arising hereunder without the prior written consent of the City. Any subcontractor or assignee shall be bound by all of the terms and conditions of the contract, and will be required to enter into a written agreement with the City.

22. Termination of Contract. This contract may be terminated as follows:

a. *Termination for Convenience.* City may terminate this contract in whole or in part for the convenience of the City when the City determines that the continuation of the project is not in the best interests of the City. Vendor shall be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Vendor be entitled to any penalty for the termination nor shall the Vendor be entitled to any payment for lost profits.

b. *Termination for Cause.* If the City determines that the Vendor has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the City may give written notice to the Vendor of any such deficiency and in the event that the Vendor fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice, declare this contract to be terminated. Vendor will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Vendor's failure to comply with the terms of the contract. Under no circumstances shall the Vendor be entitled to any lost profits arising from the contract.

23. Ongoing Services. This is also a contract for ongoing preventative maintenance services, as provided for in the Project Specifications. The parties agree that these Terms and Conditions shall be applicable to these ongoing Services.

24. Relationship of the Parties. The Vendor agrees to perform the services as provided for hereunder as an independent contractor, not as an employee of the City. The Vendor shall furnish all services, labors, materials and equipment necessary to conduct and complete the work. The work shall be performed in accordance with the specifications subject to the satisfaction of the City.

25. Delay. The Contractor shall not be liable for delays or failure to perform the services necessary to complete the work which are caused directly or indirectly by circumstances beyond the Contractor's control, including but limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, material shortage, governmental action, including regulatory requirements, change conditions, delays resulting from actions of the Owner or third parties not under control of the Contractor, site inaccessibility or inability of others to obtain materials, labor, equipment or transportation. Should any of the above occur, then the date for completion of the services shall be adjusted for such delay, provided that the Contractor reports the delay, both verbally and in

writing, to the Owner within a reasonable time of its discovery. The Owner shall determine whether or not the cause of delaying or not completing a duty or obligation under this Agreement is under the control of the Contractor.

The Contractor acknowledges that in December of 2019 a novel strain of the Coronavirus (now referenced as COVID-19) was detected and has now spread throughout many countries, including the United States. Based upon this, the World Health Organization has declared a Public Health Emergency of international concern; and the United States Department of Health and Human Services has declared a Public Health Emergency. The Contractor further acknowledges that it is aware of the COVID-19 pandemic and that the existence of said pandemic will not constitute a force majeure or otherwise preclude the Contractor's ability to perform the terms of this agreement absent the issuance of any Order by a governmental entity with jurisdiction that would preclude such performance

The Contractor acknowledges that it must perform the work and services hereunder, pursuant to the terms and conditions of this Agreement and that such work shall conform to the recognized standards in the Milwaukee Metropolitan Area for the performance of this work as are prevalent in this field of endeavor and like services. Also, its work shall be performed in a good and workmanlike manner.

26. Regulations. The Vendor agrees to comply with all the requirements of applicable federal, state and local laws, as well as Codes and Specification requirements related to the performance of the work under this Contract.

27. Records and Reports. Records relating to the performance of the services under this Contract must be retained for seven (7) years after final disposition. However, if any litigation claim or audit has started before the expiration of the seven (7) year period, then records shall be retained for five (5) years after the litigation or audit is resolved. Notwithstanding any other clause written herein, Vendor understands and agrees that the City is a municipal entity and therefore, is subject to the Open Records Law of the State of Wisconsin. Wisconsin Statute §19.36(3) requires governmental entities to make available for inspection a copy of any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any other documentation pertaining to this Contract, Vendor shall provide the information as requested and charge no more than the cost to copy said information. The parties agree that upon completion or termination of this Contract, all project contract documents or instruments of service, including electronic files of computer-aided record drawings and field inspection reports shall be delivered to and shall become the property of the City. These records, drawings, reports, etc. may be used without restriction by the City for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the project shall be without compensation or liability to the Vendor, excepting for errors and omissions associated with the completed project, services and documents performed under this Contract.

28. Governing Law; Entire Agreement. This Contract shall be governed and construed in accordance with the laws of the State of Wisconsin. These Contract documents represent the

complete understanding of the parties with respect to the subject matter set forth herein and may only be amended in a subsequent agreement executed by all parties.

29. Relationship of the Parties. The contractor agrees to perform the services as provided for hereunder as an independent contractor, not as an employee of the owner. The contractor shall furnish all services and labors and materials and equipment necessary to conduct and complete the work. The work shall be performed in accordance with the specifications subject to the satisfaction of the owner.

CITY:
City of New Berlin

By: _____

_____
[Print Name & Title]

VENDOR:

DRC Emergency Services, LLC
[Insert Vendor Name]

By: _____

Kristy Fuentes/ Vice President/Secretary/Treasurer
[Print Name & Title]

Part IV – Price Form

UNIT RATE PRICE FORM

1 EMERGENCY ROAD CLEARANCE $450.00 $/HR

Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the clearing of eligible debris from ROW and critical Authorized User-Owned infrastructure. Limited to first 70 hours after disaster unless extended by Authority.

2 ROW VEGETATIVE DEBRIS REMOVAL **$/TON**

1 ton = 4 CY

Work consists of all labor, equipment, fuel, traffic control and associated costs for the collection and transportation of eligible vegetative debris on the ROW and Authorized User-owned property to an approved DMS or other designated disposal facilty.

A	0-15 MILES	$87.68
B	15.1-30 MILES	$91.86
C	30.1 MILES AND OVER	$103.86

3 ROW C&D DEBRIS REMOVAL **$/TON**

Work consists of all labor, equipment, fuel, traffic control and associated costs for the collection and transportation of eligible C&D debris on the ROW and Authorized User-owned property to an approved DMS or other designated disposal facilty.

1 ton = 2 CY

A	0-15 MILES	$69.86
B	15.1-30 MILES	$73.86
C	30.1 MILES AND OVER	$91.86

4 PRIVATE PROPERTY VEGETATIVE DEBRIS REMOVAL **$/TON**

Work consists of all labor, equipment, fuel, traffic control and associated costs for the collection and transportation of eligible vegetative debris on private property to an approved DMS or other designated disposal facilty. **Only activated if authorized by FEMA.**

A	0-15 MILES	$103.68
B	15.1-30 MILES	$107.86

C	30.1 MILES AND OVER	$119.86

5 **PRIVATE PROPERTY C&D DEBRIS REMOVAL** **$/TON**

Work consists of all labor, equipment, fuel, traffic control and associated costs for the collection and transportation of eligible C&D debris on private property to an approved DMS or other designated disposal facilty. **Only activated if authorized by FEMA.**

A	0-15 MILES	$119.68
B	15.1-30 MILES	$123.68
C	30.1 MILES AND OVER	$135.68

11 **REMOVAL OF ELIGIBLE WHITE GOODS** **$/TON**

Work consists of all labor, equipment, fuel, traffic control and associated costs for the collection and transportation or eligible white goods to an approved DMS.

A	0-15 MILES	$950.00
B	15.1-30 MILES	$1,050.00
C	30.1 MILES AND OVER	$1,250.00

12 **REMOVAL OF ELIGIBLE ELECTRONICS** **$/TON**

Work consists of all labor, equipment, fuel, traffic control and associated costs for the collection and transportation or eligible used electronics to an approved DMS.

A	0-15 MILES	$950.00
B	15.1-30 MILES	$1,050.00
C	30.1 MILES AND OVER	$1,250.00

13 **REMOVAL OF SILT AND MUD** **$/TON**

Work consists of all labor, equipment, fuel, traffic control and associated costs for the collection and transportation of eligible silt and mud on ROW and Authorized User-owned property to an approved DMS.

A	0-15 MILES	$69.86
B	15.1-30 MILES	$73.86
C	30.1 MILES AND OVER	$93.86

Acknowledgement: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the proposal and pricing submitted is made in conformance with all requirements of the solicitation.

COMPANY NAME: DRC Emergency Services, LLC FEIN: 63-1283729

AUTHORIZED SIGNATURE: DATE: 6/26/23

PRINTED NAME: Kristy Fuentes TITLE: Vice President/Secretary/Treasurer

Quarles

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Phoenix
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Tampa
Tucson
Washington, D.C.

July 18, 2023

VIA EMAIL

Ms. Rubina R. Medina
City Clerk
City of New Berlin
3805 South Casper Drive
New Berlin, WI 53151

Scope of Engagement Re: Proposed Issuance of $13,280,000 City of New Berlin (the "City") General Obligation Promissory Notes, Series 2023A (the "Securities")

Dear Ms. Medina:

We are pleased to be working with you again as the City's bond counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Role of Bond Counsel

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond counsel opinion described below. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

1) the Securities are valid and binding general obligations of the City;

2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and

3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date.

Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements require that we obtain the City's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of the City. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or our role as bond counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be $24,500. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Terms of Engagement

Either the City or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the City terminates our services, the City is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this engagement letter – including the City's failing to pay our bills, the City's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

City Responsibilities

We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP

we are required by our code of professional conduct to carry at least $10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP

Bridgette Keating/TAB

Bridgette Keating

BJK:FCD:TAB
#690094.00057
cc: Ralph Chipman (via email)
Greg Johnson (via email)
Harry Allen (via email)
Kathy Myers (via email)
Na Lee Lee (via email)
Beth Mueller (via email)
Frank DeGuire (via email)
Tracy Berrones (via email)
bondsale@ehlers-inc.com

Accepted and Approved:

CITY OF NEW BERLIN

By: _____

Its: _____
Title

Date: _____

QB\82097078.1

Resolution No. 23-15

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY $13,280,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2023A

WHEREAS the City of New Berlin, Waukesha County, Wisconsin (the "City") is presently in need of approximately $13,280,000 for public purposes, including paying the cost of capital improvement projects, such as improvements for City buildings, parks and public grounds projects, municipal equipment, street improvement projects and community development projects, including streets in TID No. 3 (collectively, the "Project"); and

WHEREAS it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Chapter 67, Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Notes. The City shall issue its General Obligation Promissory Notes, Series 2023A in the approximate amount of $13,280,000 (the "Notes") for the purposes above specified.

Section 2. Sale of the Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Section 5. Reimbursement. The Common Council hereby officially declares its intent pursuant to Treasury Regulation Section 1.150-2 to reimburse any expenditures made in connection with the Project prior to the issuance of the Notes with the proceeds of the Notes in an amount not to exceed $13,280,000.

Adopted, approved and recorded July 25, 2023.

_____
David A. Ament
Mayor

ATTEST:

_____
Rubina R. Medina
City Clerk

(SEAL)

July 25, 2023

PRE-SALE REPORT FOR

City of New Berlin, Wisconsin

$6,240,000 General Obligation Community Development Bonds, Series 2023B

Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Greg Johnson, Senior Municipal Advisor
Harry Allen, Associate Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

$6,240,000 General Obligation Community Development Bonds, Series 2023B

Purposes:

The proposed issue includes financing for the following purposes:

- Finance street improvements in Tax Incremental District No. 5. Debt service will be paid from TID #5 revenues.

Authority:

The Bonds are being issued pursuant to Wisconsin Statute(s):

- 67.04 & 66.1105

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Bonds count against the City's General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. At the end of 2023, the City's total General Obligation debt principal outstanding will be approximately $95.2 million, which is estimated at 27% of its limit. Estimated Remaining General Obligation Borrowing Capacity will be approximately $272 million.

Term/Call Feature:

The Bonds are being issued for a term of 13 years. Principal on the Bonds will be due on June 1 in the years 2026 through 2036. Interest is payable every six months beginning June 1, 2024. The Bonds will be subject to prepayment at the discretion of the City on June 1, 2031 or any date thereafter.

Bank Qualification:

Because the City is issuing, or expects to issue, more than $10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Bonds as "bank qualified" obligations.

Rating:

The City's most recent bond issues were rated by Moody's Investors Service. The current rating on those bonds is "Aaa". The City will request a new rating for the Bonds.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Bonds and long-term financial capacity, as well as the tax status considerations related to the Bonds and the structure, timing and other similar matters related to the Bonds, we are recommending the issuance of Bonds as a suitable option.

Method of Sale/Placement:

We are recommending the Bonds be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Bonds from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City.

For this issue of Bonds, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Bonds. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.

Other Considerations:

The Bonds will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to "term up" some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Bonds. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time. We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than $10,000,000 in outstanding debt (including this issue) and this issue is over $1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Exemption Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Bonds. The City is currently receiving arbitrage services from Ehlers in relation to the Bonds.

Investment of Bond Proceeds:

Ehlers can assist the City in developing a strategy to invest your Bond proceeds until the funds are needed to pay project costs.

Risk Factors:

GO with Planned Abatement: The City expects to abate the City debt service with tax incremental revenues. In the event this revenue is not available, the City is obligated to levy property taxes in an amount sufficient to make all debt payments.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Quarles & Brady LLP

Paying Agent: Issuer, unless term bonds, then Bond Trust Services Corporation

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	July 25, 2023
Conference with Rating Agency:	Week of August 14, 2023
Due Diligence Call to review Official Statement:	Week of August 14, 2023
Distribute Official Statement:	August 22, 2023
City Council Meeting to Award Sale of the Bonds:	August 29, 2023
Estimated Closing Date:	September 14, 2023

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

TID #5 development assumptions

TID #5 tax increment projections

TID #5 cash flow projection

EHLERS' CONTACTS

Greg Johnson, Senior Municipal Advisor	(262) 796-6168
Harry Allen, Associate Municipal Advisor	(262) 796-6182
Na Lee Lee, Public Finance Analyst	(262) 796-6170
Beth Mueller, Senior Financial Analyst	(651) 697-8553

Table 1
Capital Improvements Financing Plan

City of New Berlin, WI

		2023 G.O. Community Development Bonds
CIP Projects		
Lincoln Avenue - Calhoun to Springdale (TID #5)		6,150,000
Subtotal Project Costs		**6,150,000**
CIP Projects		**6,150,000**
Municipal Advisor (Ehlers)		32,100
Bond Counsel		25,000
Rating Fee		13,300
Underwriter's Discount	12.50	78,000
Paying Agent		900
Subtotal Issuance Expenses		149,300
TOTAL TO BE FINANCED		**6,299,300**
Estimated Interest Earnings	2.00%	(61,500)
Assumed spend down (months)	6	
Rounding		2,200
NET ISSUE SIZE		**6,240,000**

Notes:

Table 2
Allocation of Debt Service - 2023 G.O. Community Development Bonds

City of New Berlin, WI

Year Ending	TID #5 Portion			
	Principal	Est. Rate	Interest	Total
2023				0
2024			297,321	297,321
2025			244,933	244,933
2026	315,000	3.80%	238,948	553,948
2027	500,000	3.70%	223,713	723,713
2028	500,000	3.70%	205,213	705,213
2029	500,000	3.65%	186,838	686,838
2030	500,000	3.75%	168,338	668,338
2031	500,000	3.75%	149,588	649,588
2032	600,000	3.80%	128,813	728,813
2033	675,000	3.85%	104,419	779,419
2034	700,000	4.15%	76,900	776,900
2035	700,000	4.25%	47,500	747,500
2036	750,000	4.35%	16,313	766,313
Total	6,240,000		2,088,832	8,328,832

Year Ending	Totals		
	Principal (6/1)	Interest	Total
2023	0	0	0
2024	0	297,321	297,321
2025	0	244,933	244,933
2026	315,000	238,948	553,948
2027	500,000	223,713	723,713
2028	500,000	205,213	705,213
2029	500,000	186,838	686,838
2030	500,000	168,338	668,338
2031	500,000	149,588	649,588
2032	600,000	128,813	728,813
2033	675,000	104,419	779,419
2034	700,000	76,900	776,900
2035	700,000	47,500	747,500
2036	750,000	16,313	766,313
Total	6,240,000	2,088,832	8,328,832

Notes:

1) Estimated Rate assumes GO Non-BQ "Aaa" Market Rates + 75 Bps

EHLERS PUBLIC FINANCE ADVISORS

City of New Berlin, WI

Tax Increment District #5

Tabe 3: Development Assumptions

Construction Year		ABB	Veit	Annual Total	Construction Year	
1	2022	5,500,000		5,500,000	2022	1
2	2023	27,500,000	9,500,000	37,000,000	2023	2
3	2024	22,000,000		22,000,000	2024	3
4	2025			0	2025	4
5	2026			0	2026	5
6	2027			0	2027	6
7	2028			0	2028	7
8	2029			0	2029	8
9	2030			0	2030	9
10	2031			0	2031	10
11	2032			0	2032	11
12	2033			0	2033	12
13	2034			0	2034	13
14	2035			0	2035	14
15	2036			0	2036	15
16	2037			0	2037	16
17	2038			0	2038	17
18	2039			0	2039	18
19	2040			0	2040	19
20	2041			0	2041	20
	Totals	55,000,000	9,500,000	64,500,000		

Notes:

1. 10% constructed in 2022; 50% constructed in 2023, 40% constructed in 2024 for ABB.
2. All Veit value constructed in 2023 (some work started in 2022)

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PUBLIC FINANCE ADVISORS

City of New Berlin, WI

Tax Increment District #5

Table 4: Tax Increment Projection Worksheet

Type of District	Industrial	
District Creation Date	January 11, 2022	
Valuation Date	Jan 1,	2022
Max Life (Years)	20	
Expenditure Period/Termination	15	1/11/2037
Revenue Periods/Final Year	20	2043
Extension Eligibility/Years	Yes	3
Eligible Recipient District	No	

Base Value	1,213,470
Appreciation Factor	0.00%
Rate Adjustment Factor (4 years)	-1.50%
Tax Exempt Discount Rate	N/A
Taxable Discount Rate	N/A

	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	2022	5,500,000	2023	0	5,500,000	2024	$13.08	**71,940**
2	2023	37,000,000	2024	0	42,500,000	2025	$12.88	**547,562**
3	2024	22,000,000	2025	0	64,500,000	2026	$12.69	**818,540**
4	2025	0	2026	0	64,500,000	2027	$12.50	**806,262**
5	2026	0	2027	0	64,500,000	2028	$12.31	**794,168**
6	2027	0	2028	0	64,500,000	2029	$12.31	**794,168**
7	2028	0	2029	0	64,500,000	2030	$12.31	**794,168**
8	2029	0	2030	0	64,500,000	2031	$12.31	**794,168**
9	2030	0	2031	0	64,500,000	2032	$12.31	**794,168**
10	2031	0	2032	0	64,500,000	2033	$12.31	**794,168**
11	2032	0	2033	0	64,500,000	2034	$12.31	**794,168**
12	2033	0	2034	0	64,500,000	2035	$12.31	**794,168**
13	2034	0	2035	0	64,500,000	2036	$12.31	**794,168**
14	2035	0	2036	0	64,500,000	2037	$12.31	**794,168**
15	2036	0	2037	0	64,500,000	2038	$12.31	**794,168**
16	2037	0	2038	0	64,500,000	2039	$12.31	**794,168**
17	2038	0	2039	0	64,500,000	2040	$12.31	**794,168**
18	2039	0	2040	0	64,500,000	2041	$12.31	**794,168**
19	2040	0	2041	0	64,500,000	2042	$12.31	**794,168**
20	2041	0	2042	0	64,500,000	2043	$12.31	**794,168**
	Totals	**64,500,000**		**0**			**Future Value of Increment**	**14,950,991**

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

EHLERS PUBLIC FINANCE ADVISORS

City of New Berlin, WI

Tax Increment District #5

Table 5: Cash Flow Projection

Year	Projected Revenues				Expenditures									Balances			Year
					G.O Notes 405,000		G.O. Bonds Series 2023 6,240,000										
	Tax Increments	Developer Revenue	Debt Proceeds	Total Revenues	Dated Date: Principal	10/12/22 Interest	Dated Date: Principal	09/14/23 Est. Rate	Interest	Capital Outlay	Fiscal Charges	Planning & Administration	Total Expenditures	Annual	Cumulative	Principal Outstanding	
2022		15,000	405,000	420,000						401,525	3,475	15,000	420,000	0	0	405,000	2022
2023			6,245,000	6,245,000	5,000	20,268				6,150,000	50,839	10,000	6,236,107	8,893	8,893	6,640,000	2023
2024	71,940			71,940	40,000	16,700			297,321			10,000	364,021	(292,081)	(283,188)	6,600,000	2024
2025	547,562			547,562	40,000	14,700			244,933			10,000	309,633	237,929	(45,259)	6,560,000	2025
2026	818,540			818,540	45,000	12,575	315,000	3.80%	238,948			10,000	621,523	197,018	151,758	6,200,000	2026
2027	806,262			806,262	45,000	10,325	500,000	3.70%	223,713			10,000	789,038	17,224	168,983	5,655,000	2027
2028	794,168			794,168	45,000	8,300	500,000	3.70%	205,213			10,000	768,513	25,655	194,638	5,110,000	2028
2029	794,168			794,168	45,000	6,500	500,000	3.65%	186,838			10,000	748,338	45,830	240,469	4,565,000	2029
2030	794,168			794,168	45,000	4,700	500,000	3.75%	168,338			10,000	728,038	66,130	306,599	4,020,000	2030
2031	794,168			794,168	45,000	2,900	500,000	3.75%	149,588			10,000	707,488	86,680	393,280	3,475,000	2031
2032	794,168			794,168	50,000	1,000	600,000	3.80%	128,813			10,000	789,813	4,355	397,635	2,825,000	2032
2033	794,168			794,168			675,000	3.85%	104,419			10,000	789,419	4,749	402,385	2,150,000	2033
2034	794,168			794,168			700,000	4.15%	76,900			10,000	786,900	7,268	409,653	1,450,000	2034
2035	794,168			794,168			700,000	4.25%	47,500			10,000	757,500	36,668	446,321	750,000	2035
2036	794,168			794,168			750,000	4.35%	16,313			10,000	776,313	17,855	464,176	0	2036
2037	794,168			794,168								10,000	10,000	784,168	1,248,344	0	2037
2038	794,168			794,168								10,000	10,000	784,168	2,032,512	0	2038
2039	794,168			794,168								10,000	10,000	784,168	2,816,680	0	2039
2040	794,168			794,168								10,000	10,000	784,168	3,600,848		2040
2041	794,168			794,168								10,000	10,000	784,168	4,385,016		2041
2042	794,168			794,168								10,000	10,000	784,168	5,169,184		2042
2043	794,168			794,168								10,000	10,000	784,168	5,953,352		2043
Total	14,950,991	15,000	6,650,000	21,615,991	405,000	97,968	6,240,000		2,088,832	6,551,525	54,314	225,000	15,662,639				Total

Notes:
1. 2022 Notes financed Lincoln Avenue (Calhoun to Springdale) improvements.
2. Proposed 2023 financing includes $6,150,000 for Lincoln Avenue improvements.

Projected TID Closure

EHLERS PUBLIC FINANCE ADVISORS

RESOLUTION 23-16

INITIAL RESOLUTION AUTHORIZING $6,240,000 GENERAL OBLIGATION BONDS FOR COMMUNITY DEVELOPMENT PROJECTS IN TAX INCREMENTAL DISTRICT NO. 5

BE IT RESOLVED by the Common Council of the City of New Berlin, Waukesha County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed $6,240,000 for the public purpose of paying the cost of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for the City's Tax Incremental District No. 5.

Adopted, approved and recorded July 25, 2023.

_____
David A. Ament
Mayor

ATTEST:

_____
Rubina R. Medina
City Clerk

(SEAL)

QB\82066655.1

CITY OF NEW BERLIN

NOTICE TO ELECTORS RELATING TO BOND ISSUE

NOTICE IS HEREBY GIVEN, that on July 25, 2023, at a meeting of the Common Council of the City of New Berlin, the following resolution was adopted and recorded pursuant to Section 67.05(1), Wisconsin Statutes:

Resolution No. 23-16

INITIAL RESOLUTION AUTHORIZING
$6,240,000 GENERAL OBLIGATION BONDS
FOR COMMUNITY DEVELOPMENT PROJECTS
IN TAX INCREMENTAL DISTRICT NO. 5

BE IT RESOLVED by the Common Council of the City of New Berlin, Waukesha County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed $6,240,000 for the public purpose of paying the cost of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for the City's Tax Incremental District No. 5.

The Wisconsin Statutes (s. 67.05(7)(b)) provide that an initial resolution need not be submitted to the electors unless within 30 days after adoption of the initial resolution a petition is filed in the City Clerk's office requesting a referendum. This petition must be signed by electors numbering at least 10% of the votes cast for governor in the City at the last general election.

City of New Berlin

Rubina R. Medina
City Clerk

QB\82066604.1

Resolution No. 23-17

RESOLUTION DIRECTING PUBLICATION OF NOTICE TO ELECTORS
RELATING TO BOND ISSUE

WHEREAS, an initial resolution authorizing general obligation bonds has been adopted by the Common Council of the City of New Berlin, Waukesha County, Wisconsin (the "City") and it is now necessary that said initial resolution be published to afford notice to the residents of the City of its adoption;

NOW, THEREFORE, BE IT RESOLVED that the City Clerk shall, within 15 days, publish a notice to the electors in substantially the form attached hereto in the official City newspaper as a class 1 notice under ch.. 985, Wis. Stats.

Adopted, approved and recorded July 25, 2023.

_____
David A. Ament
Mayor

ATTEST:

_____
Rubina R. Medina
City Clerk

(SEAL)

Resolution No. 23-18

RESOLUTION PROVIDING FOR THE SALE OF NOT TO EXCEED $6,240,000 GENERAL OBLIGATION COMMUNITY DEVELOPMENT BONDS, SERIES 2023B

WHEREAS, the City of New Berlin, Waukesha County, Wisconsin (the "City") has adopted an initial resolution (the "Initial Resolution") authorizing the issuance of $6,240,000 general obligation bonds for the public purpose of paying the cost of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for the City's Tax Incremental District No. 5 (the "Project"); and

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Bonds. The bonds authorized by the Initial Resolution shall be designated "General Obligation Community Development Bonds, Series 2023B" (the "Bonds") and the City shall issue Bonds in an amount not to exceed $6,240,000.

Section 2. Sale of the Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Bonds to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Section 5. Reimbursement. The Common Council hereby officially declares its intent pursuant to Treasury Regulation Section 1.150-2 to reimburse any expenditures made in connection with the project described in the Initial Resolution prior to the issuance of the Bonds with the proceeds of the Bonds in an amount not to exceed $6,240,000.

Adopted, approved and recorded July 25, 2023.

_____
David A. Ament
Mayor

ATTEST:

_____
Rubina R. Medina
City Clerk

(SEAL)

STATE OF WISCONSIN : CITY OF NEW BERLIN : WAUKESHA COUNTY

ORDINANCE NO. 2680

ORDINANCE TO CREATE SECTIONS 152-4 (Q) and (R) OF THE MUNICIPAL CODE OF THE CITY OF NEW BERLIN

The Common Council of the City of New Berlin, Waukesha County, Wisconsin do ordain as follows:

SECTION I

Section 152-4 (Q) of the City of the City of New Berlin is hereby created to read as follows:

Q. Sales of Beer at City Parks. Officers and Employees of the City are authorized to sell beer in municipal parks operated by the City pursuant to the authority granted under Section 125.06 (6) of the Wisconsin Statutes.

SECTION II

Section 152-4 (R) of the City of the City of New Berlin is hereby created to read as follows:

R. Initiation of License use and abandonment of Licenses

(1) Initiation of License use. Within 180 days from the issuance of a Class B License, the Licensee shall be open for business with adequate stock and equipment. If the business does not commence within such time, the License shall be subject to revocation by the Common Council after a public hearing. The Common Council may, for good cause shown, extend the deadline for initiation of the use of the License for up to a 90-day period. Failure to commence doing business within 180 days (and any extension permitted by the Council thereto) from the issuance of the License constitutes cause for revocation under this Chapter.

(2) Abandonment of License. Any Licensee granted or issued a license to sell alcoholic beverages who abandon such business shall forfeit any right or preference the Licensee may have to the holding or renewal of such License. Abandonment shall be sufficient grounds for revocation or nonrenewal of any alcohol beverage license. For purposes of this Section, "Abandonment" shall be defined as a continuing refusal or failure of a Licensee to use the License for the purpose or purposes for which the License was granted by the Common Council, which abandonment continues for a period of 180 days. The Common Council may, for good cause shown, extend the period of permitted non-use.

SECTION III

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

SECTION IV

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the Ordinance.

SECTION V

This Ordinance shall take effect upon passage and publication as approved by law, and the City Clerk shall so amend the Code of Ordinances of the City of New Berlin, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Common Council this _____ day of _____, 2023.

APPROVED:

_____
David Ament, Mayor

Countersigned:

_____
Rubina R. Medina, City Clerk

LICENSE AGREEMENT

This License Agreement is made and entered into this ____ day of _____, 2023, by and between the CITY OF NEW BERLIN, a Wisconsin municipal corporation, with its principal office and place of business located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the "CITY") and the PROFESSIONAL FIREFIGHTERS OF WISCONSIN CHARITABLE FOUNDATION, INC., a Wisconsin non-stock corporation, with its principal office and place of business located at 321 East Main Street, Suite 200, Madison, Wisconsin, 53703 (hereinafter referred to as "Professional Firefighters").

WHEREAS, the City operates Fire Station No. 1 as part of the City Public Safety Building located at 16300 West National Avenue in New Berlin; and

WHEREAS, Professional Firefighters have applied to the City for a license to utilize the area adjacent to Fire Station No. 1 along Casper Dr., as well as the streets building parking lot, hereinafter referred to as the Licensed Area as the registration station and starting point for the 2023 Ride to Burn Camp, which is to occur on August 15, 2023 from 5:00 p.m. to 5:45 p.m.; and

WHEREAS, the City is agreeable to permitting the use of the Licensed Area for said event subject to the approval by the City of New Berlin Common Council, as well as the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Professional Firefighters, their licensees and attendees of the 2023 Ride to Burn Camp shall be permitted to use the City property referred to as the Licensed Area on August 15, 2023, between 5:00 p.m. and 5:45 p.m., solely for the purpose of accommodating the registration for and initiation point for the 2023 Ride to Burn Camp.

2. Professional Firefighters warrants and represents that the City property referenced as the Licensed Area will only be used for the purposes of the registration for the 2023 Ride to Burn Camp event and as the start off point for the Ride.

3. Professional Firefighters warrants and represents that all activities engaged on City property on said date will be in conformance with applicable City Ordinances, Wisconsin Statutes and regulations of other governmental entities with jurisdiction.

4. Professional Firefighters shall supervise the Licensed Area being used for the aforementioned purposes throughout the duration of its use and will following the event restore said areas to the conditions that existed before the commencement of the event, reasonable wear and tear excepted.

5. Professional Firefighters agree to hold the City, its officers, employees, agents and assigns (hereinafter referred to as the "Parties Indemnified") harmless and will indemnify the Parties Indemnified as and against any and all claims, demands, actions or causes of action, costs and expenses, including actual attorney fees, arising from the City's approval of this License Agreement and the use by the Professional Firefighters, their licensees and attendees of the Licensed Area provided for hereunder.

6. Professional Firefighters agree to obtain public liability insurance coverage to insure their use, as well as the use by their licensees and attendees, for the 2023 Ride to Burn Camp as provided for hereunder. Said liability insurance coverage shall provide limits of not less than $1 Million per occurrence and $2 Million in the aggregate. Professional Firefighters shall provide a valid Policy Endorsement issued by their insurer identifying the City has an Additional Insured on said Policy on a primary and non-contributory basis. Professional Firefighters shall require that any entities they may contract with to assist in the holding of this event shall carry liability insurance as provided for in this paragraph, which coverage shall also list the City as an Additional Insured on a primary and non-contributory basis. They will also be required to provide evidence of automobile liability insurance coverage relative to any vehicles being utilized in the event.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

8. This Agreement may be terminated in the event of a breach by either party upon ten (10) days written notice.

9. This Agreement represents the complete understanding of the parties with respect to subject matter set forth herein and may only be modified in a written agreement executed by both parties and approved by the City of New Berlin Common Council.

10. This Agreement may not be assigned without the express written consent of the City.

11. The parties acknowledge that there are no third party beneficiaries to this License Agreement.

[Signature Page To Follow]

CITY:
City of New Berlin

By: _____
David Ament, Mayor

CITY:
City of New Berlin

By: _____
Rubina Medina, Clerk

PROFESSIONAL FIREFIGHTERS:
Professional Firefighters of
Wisconsin Charitable Foundation, Inc.

By: _____

_____
Print Name & Title

FFWIS-1

OP ID: JP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Union Insurance Group
303 W. Erie St,Suite # 310
Chicago, IL 60654
Bradley A. Spiess, CIC
888-200-4545

CONTACT NAME: Bradley A. Spiess, CIC
PHONE (A/C, No, Ext): 888-200-4545
FAX (A/C, No): 312-799-8401
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Professional Fire Fighters
of Wisconsin, Inc.
321 E. Main St., Ste 200
Madison, WI 53703

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BKS58027509	07/08/2022	07/08/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAA58027509	07/08/2022	07/08/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB / X OCCUR			EUO58027509	07/08/2022	07/08/2023	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XWW58027509	07/08/2022	07/08/2023	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: PFFW Burn Camp Ride 08/09/2022

It is agreed that the City of Berlin is added as an additional insured to the above listed general liability policy.

CERTIFICATE HOLDER

COBERLI

City Of New Berlin
16300 W. National Ave
New Berlin, WI 53151

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brad A. Spiess

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City of New Berlin
city living with a touch of country

City Attorney Mark G. Blum
City Prosecutor Thomas G. Schmitzer

720 Clinton Street • PO Box 766 • Waukesha, Wisconsin 53187-0766 • (262) 549-8181 • Fax (262) 549-8191 • mblum@newberlin.org
EMAIL: MGBLUM@HRBLAWFIRM.COM

July 7, 2023

Mr. Bryan Linskens
W188 S8904 Creekside
Muskego, WI 53150

Re: City of New Berlin Claim

Dear Mr. Linskens:

I am writing to you in my capacity as City Attorney for the City of New Berlin. The City is in receipt of a notice of claim from you regarding damage to the vehicle tire as a result of driving into a pot hole on Moorland Road. Your notice indicated that you are looking to the City of New Berlin to compensate you for the cost of the repair of the tires.

Please be advised that Moorland Road is under the jurisdiction of Waukesha County and not the City of New Berlin. Therefore, if there is any claim to be made, I would address that with Waukesha County.

This matter will be coming forward for review by the City of New Berlin at its meeting on July 25, 2023 and at that time, I will be recommending the denial of your claim for the foregoing reasons.

Please let me know if you have any questions.

Sincerely,

Mark G. Blum

MGB/jb

Cc: Ms. Rubina Medina
Mayor David Ament