



# CITY OF MANITOWOC

WISCONSIN, USA

[www.manitowoc.org](http://www.manitowoc.org)

August 12, 2021

TO: Mayor and Common Council  
FROM: Board of Public Works  
SUBJECT: AGMT-21-15 Contract with Trail Genius

Dear Mayor and Common Council:

At the August 11, 2021 Board of Public Works meeting, the Board met to approve entering into agreement AGMT-21-15 with Trail Genius, for work needed to highlight our parks and trails using 360 video to capture entire trail experience, provide accurate GPS data, photos, aerials, panoramas to be automatic link generated for social media and embeddable in City website, for a contract price of \$15,000.00.

"Moved by City Attorney Kathleen McDaniel, seconded by Alderperson Jim Brey, and unanimously carried to enter into the agreement. Ayes, 7. Nays, none."

Very Truly Yours,

MACKENZIE REED-KADOW  
Secretary Board of Public Works

CONTRACT

This contract is made and entered into this 12<sup>th</sup> day of August, 2021, by and between Trail Genius, LLC (hereinafter "Contractor"), located at PO Box 577, Green Bay, WI 54305 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

**RECITALS**

**WHEREAS**, Trail Genius, LLC located at PO Box 577, Green Bay, WI 54305, intends to provide interactive mapping and a 360 virtual tour of city trails and parks for Camp Vits, Lincoln Park, Silver Creek Park and Schuett Park, as outlined in "Exhibit A", Trail Genius, LLC Proposal.

**WHEREAS**, Trail Genius, LLC has the ability to perform the required work needed to highlight our parks and trails using 360 video to capture entire trail experience, provide accurate GPS data, photos, aerials, panoramas to be automatic link generated for social media and embeddable in City website.

**NOW, THEREFORE**, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Scope of Work. The Contractor agrees to perform the following work and/or furnish the following labor and materials in accordance with the terms of this contract:

**All work shall be performed in accordance with the City of Manitowoc's Standard Specifications for Public Works Construction.**

**See listing of tasks for this project. (Attached are "Exhibit A).**

3. Contract Price. The City agrees to pay to the Contractor for the performance of this contract the sum not to exceed **\$15,000.00**.
4. Schedule. Contractor agrees to commence work under this Contract upon its execution and complete performance of this contract in accordance with the City of Manitowoc's Standard Specifications, which are made part of this Contract and are incorporated by reference. The contract completion date shall be **December 1, 2021**.
5. Liquidated Damages. For every calendar day of delay in the completion of the work beyond the time specified, unless extended by written agreement, there shall be deducted from the amount due under this Contract as fixed, agreed and liquidated damages, the sum of **One-Hundred Dollars (\$100)**.
6. Payment Schedule. Requests for payment shall be made to the Director of Public Infrastructure. The Director of Public Infrastructure shall make a recommendation on the payment request and submit the same to the City's Board of Public Works when applicable. Contractor shall be entitled to payment within 30 days following approval by the Director of Public Infrastructure. The Contractor shall be required to submit a Lien Waiver prior to the City processing the final payment.

7. Assignment and Subcontracting. Contractor shall not be permitted to sign or subcontract any of the work hereunder without the prior written consent of the City.
8. Insurance and Bonding. Prior to commencing work hereunder, Contractor shall provide City, for approval by the City Attorney, a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate, property damage limits of not less than \$500,000.00 per occurrence, and shall carry the statutory amounts for worker's compensation insurance. Contractor shall include with the Certificate of Insurance two endorsements, one endorsement naming the City of Manitowoc as an additional insured, and a second endorsement giving City thirty (30) days prior notice of non-renewal, modification or cancellation.
9. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.
10. Sales Tax Exemption. The Contractor shall be required to comply with Chapter 77 of Wisconsin State Statutes and more specifically Section 77.54(9m) as it relates to the sales tax exemption for building materials that become part of a facility for a local unit of government. (This is also known as 2015 Wisconsin Act 126).
11. Contract Notice. Per Wisconsin State Statutes 62.15, a Class I notice has been executed and published for this work on August 9, 2021.
12. Other Indebtedness to City. It is understood and agreed by the parties hereto that whenever a contractor is for any reason indebted to the City of Manitowoc, the contractor consents that the City of Manitowoc through its officials shall and may, deduct and retain, any such balance out of the money or monies which may be due or become due to the contractor under this contract.
13. Indemnify. Contractor shall defend, indemnify and hold harmless the City of Manitowoc, its officials, officers, employees, representatives and agents against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed under this Contract where the injury, damage, or death is caused by negligence or willful misconduct on the part of the Contractor, subcontractor, officers, employees, r agents.
14. Default. In the event of default or breach in the performance of any of the obligations, covenants, representations or duties under the terms of this Contract by either party, the non-defaulting party shall forward written notice to the defaulting party outlining such default. The defaulting party shall cure such default within thirty (30) days of receiving written notice from non-defaulting party, except that the cure period may be extended to a reasonable time to cure any default that cannot reasonably be cured with the thirty (30) day period, provided that the defaulting party has commenced to cure within the thirty (30) day period and diligently pursues a cure at all times thereafter until the default is cured. The defaulting party shall be responsible for the payment to the non-defaulting party of any outstanding fees, charges or expenses that were incurred by the non-defaulting party on behalf of the defaulting party.

15. Permits. No Permits are anticipated for this project.
16. Termination. Either party may terminate this Contact with ten (10) days written notice to the other party.
17. Notice and Demands. A notice, demand or other communication under this Contract by any party to the other party shall be sufficiently given or delivered and deemed delivered as of the date such notice is delivered to the party intended, if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally and addressed to or personally delivered to:

**CITY:**  
City Clerk  
900 Quay Street  
Manitowoc, WI 54220

**CONTRACTOR:**  
Trail Genius, LLC  
PO Box 577  
Green Bay, WI 54305

Notice and demand given shall be effective only if and when received by the party intended and acknowledged by receipt. The above addresses may be changed at any time by any party by giving written notice in the manner provided above.

18. Assignment. This Contract is not assignable without prior written consent of City.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.
21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall

be effective unless in a writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.

26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

**SOLE PROPRIETORSHIP OR PARTNERSHIP**

Trail Genius

Name of Proprietor or Partnership

[Signature] (Seal)  
Sole Proprietor or Partner

\_\_\_\_\_  
(Seal)  
Partner

\_\_\_\_\_  
(Seal)  
Partner

**CORPORATION**

\_\_\_\_\_  
Name of Corporation

By: \_\_\_\_\_ (Seal)

President

Attest:

\_\_\_\_\_  
Secretary

CORPORATE SEAL

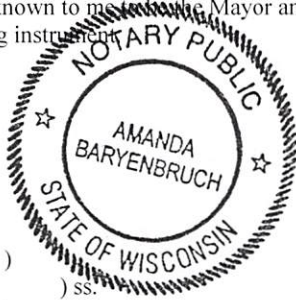
**CITY OF MANITOWOC**

By: [Signature]  
Justin M. Nickels, Mayor

Attest: [Signature]  
Mackenzie Reed-Kadow, City Clerk

STATE OF WISCONSIN )  
) ss.  
MANITOWOC COUNTY )

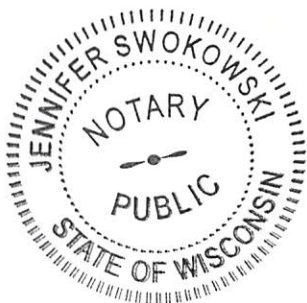
Personally came before me, this 12<sup>th</sup> day of August, 2021, the above named Justin M. Nickels and Mackenzie Reed-Kadow, known to me to be the Mayor and City Clerk of the City of Manitowoc and acknowledge they executed the foregoing instrument.



[Signature]  
Amanda Baryenbruch  
Notary Public Manitowoc County, WI  
My commission (expires)(is) Sept. 12, 2021

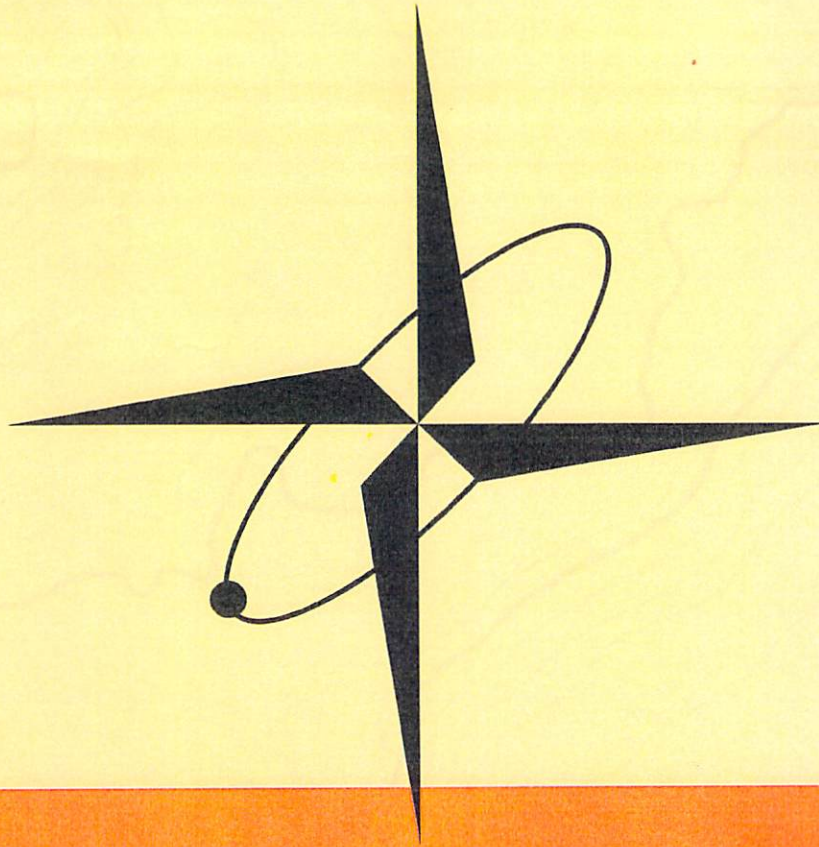
STATE OF WISCONSIN )  
) ss.  
~~BROWN COUNTY~~  
Manitowoc County )

Personally came before me, this 5<sup>th</sup> day of August, 2021, the above named President for Trail Genius, LLC and acknowledge they executed the foregoing instrument.



[Signature]  
Jennifer Swokowski  
Notary Public ~~Brown County, WI~~ Manitowoc County, WI  
My commission (expires)(is) 11-26-24

"EXHIBIT A"



# TRAIL GENIUS

[www.trailgenius.com](http://www.trailgenius.com)

## **City of Manitowoc Parks Promotion**

Prepared for: Curt Hall, City of Manitowoc

Prepared by: Jason Manders, Trail Genius LLC

May 15, 2021

Proposal number: MANTY\_CITY-TG02

# City of Manitowoc Park Promotion

*Showcase your park system like never before using modern interactive media. Better yet, show people how amazing the parks are before they even visit!*

## Project Outline

Trail Genius was asked to submit a proposal to the City of Manitowoc for the interactive mapping and a 360 virtual tour of their city trails/parks. The scope of this project is to create an all encompassing "park tour" experience for the city of Manitowoc as well as interactive maps for the following parks: Camp Vits, Lincoln, Silver Creek, and Schuette. Trail Genius will be onsite to capture all GPS, video, and 360 media required to complete the project. The deliverables will be 5 interactive online experiences (one for each of the four previously mentions parks and an all encompassing "park system" virtual 360 SkyTour.

## Trail Genius Service Description

### Interactive Experiences

The Trail Genius team has developed truly unique solutions to highlight and attract tourism to any experience or area. We combine aerial and ground based media to showcase all that you have to offer. Our interactive experiences contain the following features:

- Responsive HTML5 (cross-platform mobile device friendly)
- 360 video captured of the entire trail experience
- Accurate GPS data collection
- Location based photos/videos/360 panoramas
- Aerial photography/video of points of interest
- Custom design elements to match your branding
- Automatic link generation for social media
- Embeddable into your own websites
- Easily modified/upgraded for future scope additions



## Proposal Pricing

### Manitowoc City Parks 360 SkyTour:

- Single 360 ground image for each of the 35 parks (See Figure 1)
- Expanded 360 media for each of: Schuette, Camp Vits, Lincoln, Silver Creek
- Integration of park info/amenities into each park 360 location (per Figure 1)
- 10-20 sky 360s of the overall city area
- SkyTour will be easily embeddable into your own website

**Total 360 SkyTour: \$13,000**

### Manitowoc City Parks Interactive Map:

- Creation of online interactive maps for each: Schuette, Camp Vits, Lincoln, Silver Creek
- All official trails will be mapped via hiking or biking
- 360 photos will be captured at major intersections, trail heads, POIs
- Map will be easily embeddable into your own website

**City Wide GPS Data Collection: \$8,000**

### Project Discount:

- 360 SkyTour discount for continued partnership: \$-2,000
- Interactive parks map discount for continued partnership: \$-4,000

**Total project discounts: \$-6,000**

**Total Project Cost: \$15,000**

### Required support program for this project phase: \$500/year

The program includes feature updates and enhancements to the map interface and 360 SkyTour, adding/changing of existing content per the client (new trails and locations are additional cost), and support of the integration into the clients website. It also includes backup and storage of all digital assets collected during the project. This rate may change based on the future scope of services provided.

## Project Timeline

The timeline on this project is to be onsite and capture all required media during the summer of 2021. The "go live" goal will be fall of 2021. If hard deadlines are required a revision can be made to this proposal to capture that.

## Future Project Additions

A normal part of creating these interactive experiences is accommodating the constant expansion and modification of physical trails and parks. Trail Genius is structured to easily accommodate the change and expansion of these experiences. We are open to discussing the modification/expansion of this project as needed in the future.

## Payment Terms

Normal payment terms are 50% down at the time of project approval and the remaining 50% due at the time of project completion or "go live". If special payment terms are needed please let us know.

## Final Comments

The Trail Genius team will always take every opportunity to make our projects more successful in our client's eyes. We are used to tailoring our solution to fit our clients needs and welcome any ideas to make our product a better fit for your needs. Please contact us with any questions or concerns. Let us know if something is missing or unclear in this project proposal.

## Liability & Legal Terms

Trail Genius LLC will not be held responsible for copyright violations of any type related to the digital assets provided by the client for the use of this project (including any possible scope changes related to it). Trail Genius assumes all content supplied is of legal compliance to any and all copyright laws. Trail Genius is also not financially responsible in any way for the loss or replacement of any digital content on the client's servers related to but not limited to; software failure, hardware failure, physical damage from any cause. The Trail Genius software and map services are intended for the sole use of its client. The client does not have permission to sell, charge, copy, distribute, or reproduce in any way the software or digital assets behind the Trail Genius services and/or interface without documented permission from Trail Genius.

Jason Manders / Trail Genius  
www.trailgenius.com  
[jason@trailgenius.com](mailto:jason@trailgenius.com) / 920-445-3720

## Project Proposal Acceptance

I \_\_\_\_\_ representing the City of Manitowoc agree to the above pricing, terms and conditions of this project and approve this project for execution by Trail Genius LLC

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

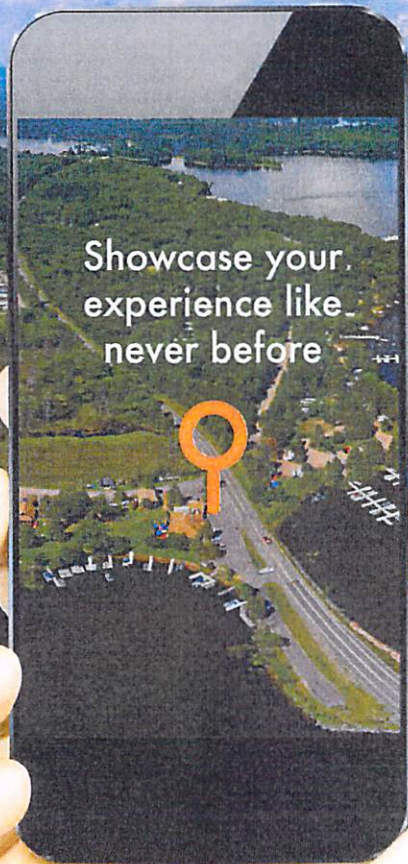
### Figure 1: Manitowoc City Park List

<a href="#">Burger Boat Company</a>	<a href="#">Map</a>	0.70
<a href="#">Calumet Avenue Wayside</a>	<a href="#">Map</a>	4.82
<a href="#">Camp Vits</a>	<a href="#">Map</a>	76.62
<a href="#">Citizen Park</a>	<a href="#">Map</a>	26.70
<a href="#">Dale Street</a>	<a href="#">Map</a>	2.17
<a href="#">Dewey Street / Miracles Park</a>	<a href="#">Map</a>	26.51
<a href="#">Emma Radandt</a>	<a href="#">Map</a>	5.19
<a href="#">Fleetwood</a>	<a href="#">Map</a>	11.04
<a href="#">Halvorsen</a>	<a href="#">Map</a>	10.02
<a href="#">Henry Schuette</a>	<a href="#">Map</a>	65.17
<a href="#">Indian Creek</a>	<a href="#">Map</a>	46.41
<a href="#">Lakeview</a>	<a href="#">Map</a>	21.51
<a href="#">Lincoln</a>	<a href="#">Map</a>	114.69
<a href="#">Lincolnshire</a>	<a href="#">Map</a>	2.59
<a href="#">Little Manitowoc River Walkway</a>	<a href="#">Map</a>	5.24

<a href="#">Manitou Park</a>	<a href="#">Map</a>	25.33
<a href="#">Manitowoc Shipbuilders Company</a>	<a href="#">Map</a>	0.54
<a href="#">Manitowoc Small Boat Harbor</a>	<a href="#">Map</a>	22.41
<a href="#">Mariners Landing</a>	<a href="#">Map</a>	0.08
<a href="#">Mariners Trail</a>	<a href="#">Map</a>	
<a href="#">Memorial Drive Wayside</a>	<a href="#">Map</a>	7.51
<a href="#">Municipal Baseball Field</a>	<a href="#">Map</a>	18.35
<a href="#">Pulaski</a>	<a href="#">Map</a>	3.14
<a href="#">Red Arrow</a>	<a href="#">Map</a>	19.77
<a href="#">Rheaume</a>	<a href="#">Map</a>	5.55
<a href="#">River Heights</a>	<a href="#">Map</a>	23.95
<a href="#">Riverview Drive</a>	<a href="#">Map</a>	15.75
<a href="#">Riverview aka John Schuette Park</a>	<a href="#">Map</a>	2.68
<a href="#">Silver Creek</a>	<a href="#">Map</a>	71.74
<a href="#">Silveridge</a>	<a href="#">Map</a>	11.02
<a href="#">South 14th Street Parkland</a>	<a href="#">Map</a>	5.82
<a href="#">South Lakefront Wayside</a>	<a href="#">Map</a>	1.66
<a href="#">Union</a>	<a href="#">Map</a>	3.72
<a href="#">Washington</a>	<a href="#">Map</a>	3.75
<a href="#">Westfield</a>	<a href="#">Map</a>	5.09

# THE WORLD IS 360°

## YOUR MARKETING SHOULD BE TOO



Feature any area in stunning 360 imagery



Showcase your experience like never before



Embeddable into your own website



Fully customizable interface using your own branding



Social media integration and VR viewer compatible



Compatible with any browser and mobile device



### Why 360, and how it can help your business

360 media allows you to immerse potential visitors in a unique experience that highlights the best of everything you have to offer. Allow your visitors to control their own adventure!



**LET'S WORK TOGETHER!**

Contact us to create your own 360 experience!  
[www.trailgenius.com](http://www.trailgenius.com) / [contact@trailgenius.com](mailto:contact@trailgenius.com)

# MAKE ANY EXPERIENCE INTERACTIVE



TOURIST  
ATTRACTIONS

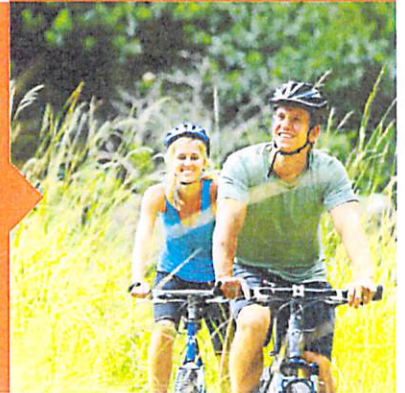


HOTELS,  
APARTMENTS  
& LODGING

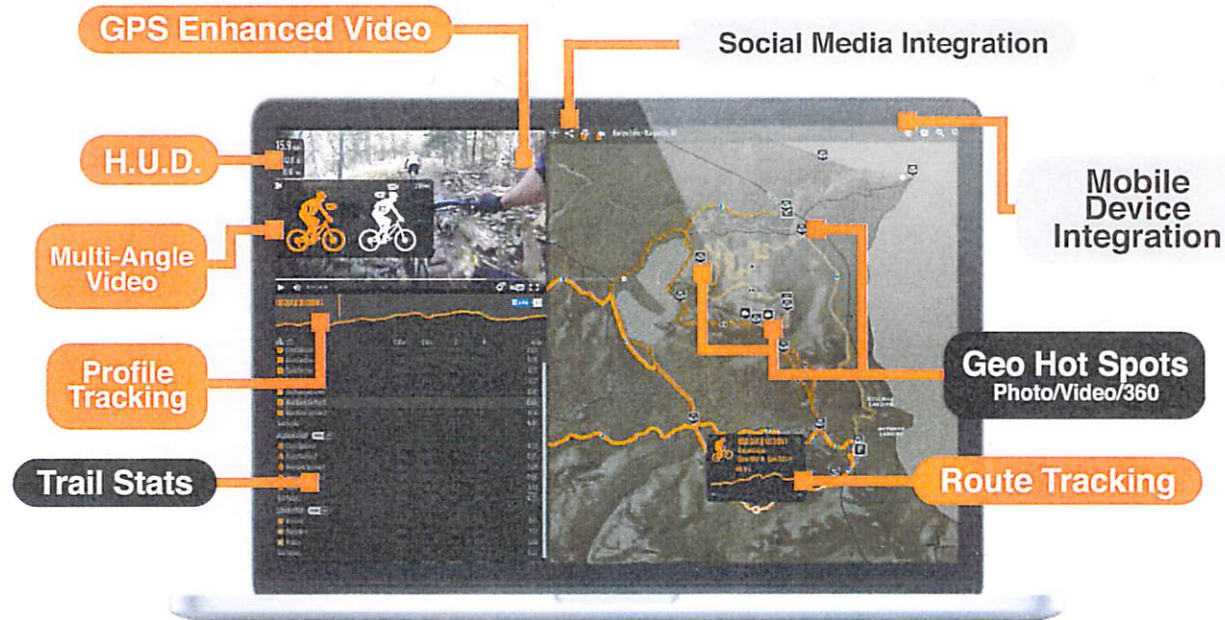
RESTAURANTS  
& BUSINESSES



PARKS &  
RECREATION



# BRING YOUR MAPS TO LIFE





# WE CREATE INTERACTIVE EXPERIENCES

[WWW.TRAILGENIUS.COM](http://WWW.TRAILGENIUS.COM)



Aerial  
Photography



360  
Videography



360  
Photography



Google Trusted  
360 Photo Tours



Timelapse  
Videos

## INCREASE YOUR VISIBILITY

You invest a lot of time and money into marketing your experiences, attracting new visitors and setting yourself apart from competition. Use our skills and technology to create an experience that showcases the things that make you unique.

## ABOUT US

We build interactive experiences for a variety of activities, locations, events and businesses, and our state-of-the-art technology can be applied to any application imaginable.



## OUR CLIENTS

### TOURISM & VISITOR CENTERS

Attract visitors & highlight all your area has to offer

### HOTELS, APARTMENTS & LODGING

Immerse your guests in an interactive room tour

### BARS, RESTAURANTS & EVENT SPACES

Highlight your establishment's unique ambiance

### TRAIL SYSTEMS & ATHLETIC EVENTS

Showcase your trails, outdoor activities & events

### PARKS & RECREATION

Create virtual tours of your area parks & attractions

### SPECIAL EVENTS

Capture your special event in an interactive experience

CONNECT WITH US

[www.trailgenius.com](http://www.trailgenius.com) / [contact@trailgenius.com](mailto:contact@trailgenius.com)

