



Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Agenda

Tuesday, August 18, 2020

7:30 PM

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **August 18, 2020** at **7:30 PM**.

Due to the current public health emergency, the meeting will be held electronically and the public may attend this meeting electronically or telephonically by accessing either:

Computer/smart phone accessing <https://www.gotomeet.me/DePere>
OR

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(312\) 757-3117](tel:+13127573117)

Access Code: 154-883-285

THIS MEETING WILL NOT BE HELD IN PERSON.

This meeting may also be rebroadcast on TV throughout the week and available on demand at www.depere.tv.

I. Call to Order

1. Roll Call
2. Approval of the minutes of the August 4, 2020 Common Council meeting.
3. Recommendation from Finance/Personnel Committee to Deny Request for Creation of an Ordinance to Create a No Wake zone for Certain Sections of the Fox River Within the City Limits of De Pere.
4. Determine funding mechanism to cover \$35,818 low-bid budget exceedance for Legion Park Restroom Building.
5. Recommendation from the Board of Public Works to approve Entrance Sign Replacement Proposal from Fox City Sign, LLC in the amount of \$21,828.29 with the additional funding of \$3,828.29 from the City Administrator Budget Operating Supplies Account for City Promotional Branding
6. Ordinance #20-12 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations (Parking Restrictions).
7. Resolution #20-85 Authorizing Industrial Service Agreement Between the City of De Pere and the Brown County Port and Resource Recovery Department [Leachate Facility; 2073 Enterprise; (Parcel ED-344-104-5)]
8. Resolution #20-86 Authorizing Agreement for Consulting Services Between the City of De Pere and SUEZ Advanced Solutions/Utility Service Co., Inc. (Water Tower Mixers for Matthew Street and Merrill Street Water Towers).
9. Resolution #20-87 Approving Memorandum of Understanding With the League of Wisconsin Municipalities (Leaf Collection Study 2020-2023)

10. Resolution #20-88 Authorizing Agreement Regarding the Sale and Purchase of Business Park Property Between the City of De Pere and NMW Holdings, LLC (Parcel WD-L179-8)
11. Resolution #20-89 Resolution Establishing Non-Lapsing Funds as of December 31, 2019.
12. Resolution #20-90 An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details.
13. Resolution #20-91 An Initial Resolution Authorizing the Sale and Issuance of Taxable General Obligation Promissory Notes; and Certain Related Details.
14. Resolution #20-92 Authorizing Software Subscription Contract with SeamlessDocs (Online forms and payment Solutions).
15. Resolution #20-93 Ratifying Mayoral Proclamations Issued from July 4, 2020 through August 14, 2020.
16. Resolution #20-94 Ratifying Fire Department Public Safety Grant Application (Wisconsin Public Service Foundation Rewarding Responders Grant).
17. Status Update Regarding Cultural District Master Plan.
18. COVID-19 update from Health Department (request of Ald. Raasch).
19. Voucher approval.
20. Operator License applications.
21. Future agenda items.
22. Discussion and Possible Action Concerning Temporary Absences in Fire Department Battalion Chief Position.

PLEASE TAKE NOTICE THAT, pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for the purpose of deliberating fire department staffing considerations which may involve the investing of public funds and implicate competitive or bargaining reasons of the City, requiring a closed session.
The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.
23. Adjournment.

Carey Danen
City Clerk

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk's office at 339-4050 by Noon, the previous day so that arrangements can be made.

Agenda Sent To:
Alderspersons
City Administrator
Mayor
Department Heads

TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Attorney Scott Barr, McCarty Law Firm



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 18, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the August 4, 2020 Common Council meeting.

ATTACHMENTS:

- 8-4-20 Common Council Minutes_Draft (DOC)



Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Draft Minutes

Tuesday, August 4, 2020

7:30 PM

1. Call to Order. The meeting was called to order at 7:30 PM by Mayor James Boyd.

Attendee Name	Title	Status	Arrived
Dan Carpenter	Aldersperson	Present	
Mike Eserkaln	Aldersperson	Present	
Jonathon Hansen	Aldersperson	Present	
Amy Chandik Kunding	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Present	
Casey Nelson	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
Kelly Ruh	Aldersperson	Present	
James Boyd	Mayor	Present	

2. Approval of the minutes of the July 21, 2020 Common Council meeting.

RESULT: APPROVED [UNANIMOUS]
MOVER: Casey Nelson, Aldersperson
SECONDER: Jonathon Hansen, Aldersperson
AYES: Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

3. Approval of the minutes of the July 28, 2020 Special Common Council meeting.

RESULT: APPROVED [UNANIMOUS]
MOVER: Shana Defnet Ledvina, Aldersperson
SECONDER: Mike Eserkaln, Aldersperson
AYES: Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

4. Recommendation from the Board of Park Commissioners to Approve Bid for Poured in Place Surfacing at Patriot Park.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dean Raasch, Aldersperson
SECONDER: Amy Chandik Kunding, Aldersperson
AYES: Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

5. Recommendation from the Board of Park Commissioners to Approve Bid for Legion Restroom Building.

Aldersperson Hansen moved, seconded by Aldersperson Nelson to approve the bid from Alliance Construction, with the shortfall coming from undesignated reserves. Discussion followed. City Attorney Judy Schmidt-Lehman suggested that the motion be taken in

two parts. Alderpersons Hansen and Nelson revised their motion and second to approve the bid from Alliance Construction in the amount of \$153,918.

Staff noted that there is no identification on tonight's agenda regarding the funding shortfall, and for determining the source of that additional funding. Judy recommended that if Council members are comfortable approving the bid tonight, an agenda item can be added to the next meeting to identify a source for the additional funding.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

6. Recommendation from the Plan Commission regarding the 7 Lot and 2 Outlot extraterritorial final plat of Lawrence Parkway (Phase 2) at 2400 BLK French RD in the Town of Lawrence (Parcels L-455-1, L-457-7, L-458-3).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

7. Recommendation from the Plan Commission regarding a proposed extraterritorial 4-lot CSM at 2442 Little Rapids RD in the Town of Lawrence.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

8. Recommendation from the Plan Commission regarding a proposed extraterritorial 2 lot certified survey map at 2548 Mid Valley DR in the Town of Lawrence (Parcels L-414, L-415, L-416).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

9. Recommendation from the Plan Commission regarding a proposed extraterritorial 2 lot certified survey map at the 2800 BLK Lawrence DR in the Town of Lawrence (Parcels L-472, L-473).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

10. Recommendation from the License Committee on an Application for Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor license for Paintin' Pottery II or Bead It, LLC (DBA Paintin' Pottery), 520 George St. Submitted by Paintin' Pottery II or Bead It, LLC, Agent: Carolyn J. Caffrey, De Pere, WI.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

11. Ordinance #20-10 Creating Section 74-13 De Pere Municipal Code Requiring Face Coverings (Second Reading).

Alderperson Raasch stated that in light of what is happening at the state level, he feels that the City's order would be superseded and he won't support the ordinance at this time. Alderperson Kundinger asked for clarification on the benefits of passing the ordinance so that it would be in place if needed. Assistant City Attorney Kristen Johnson reviewed the input from staff that if the ordinance is voted down today, it would have to start over as a new ordinance (first reading). If Council approves the ordinance tonight and the state's order is overturned, De Pere's ordinance would already be on the books. Alderperson Hansen pointed out that state legislators are already talking about trying to strike down the governor's order, and so he supports passing the City ordinance tonight in case the state order falls.

RESULT:	ADOPTED [5 TO 3]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Eserkaln, Hansen, Kundinger, Ledvina, Nelson
NAYS:	Carpenter, Raasch, Ruh

12. Resolution #20-82 Establishing Penalties for Violations of Section 74-13 De Pere Municipal Code Requiring Face Coverings.

RESULT:	ADOPTED [7 TO 1]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Ruh
NAYS:	Raasch

13. Resolution #20-83 Authorizing Agreement for Consulting Services Between the City of De Pere and Somerville, Inc. (Conceptual Design and Site Layout for Voyageur Park Multi-Use Building).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

14. Resolution #20-84 Amending Resolution #20-34 Declaring a State of Emergency in the City of De Pere (request of Ald. Raasch).

Aldersperson Raasch explained that he has researched the state of emergency declarations of some other Wisconsin counties and from the state. Those orders include dates to be reviewed, so they can be revisited on a regular basis. He requested this resolution in order to include an end date with the opportunity to extend, versus having the state of emergency be open-ended. Discussion followed regarding the ability to extend the expiration date.

Aldersperson Raasch moved, seconded by Aldersperson Ruh to amend the resolution to have the expiration/renewal date coincide with the first Council meeting of the month. Upon vote, the amendment passed unanimously.

Discussion followed on the current process for rescinding the state of emergency, the desire to be consistent with Brown County, and health data that was requested by Council members for the meeting.

RESULT:	DEFEATED AS AMENDED [3 TO 5]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Kelly Ruh, Aldersperson
AYES:	Carpenter, Raasch, Ruh
NAYS:	Eserkaln, Hansen, Kundinger, Ledvina, Nelson

15. Discussion and consideration of a proposed Phase 2 reopening of city facilities and programming guidelines.

City Administrator Larry Delo explained that staff identified the state's metrics on county risk factors to be used as the benchmark for beginning Phase 2. Once Brown County is identified as low risk based on these metrics, the City would implement Phase 2 guidelines. Larry noted that the City would not move back to Phase 1 unless the County became high risk again. The state Department of Health Services issues these ratings on a daily basis, Monday through Friday. Staff would need some time to implement the Phase 2 guidelines, and the plan would be to notify Council and start preparations once the County achieves a moderate risk rating; Phase 2 would begin as soon as practical after Brown County hits the low risk mark. At that point staff would identify a specific date for Phase 2 and notify Council members.

RESULT:	APPROVED [5 TO 3]
MOVER:	Jonathon Hansen, Aldersperson
SECONDER:	Casey Nelson, Aldersperson
AYES:	Eserkaln, Hansen, Kundinger, Ledvina, Nelson
NAYS:	Carpenter, Raasch, Ruh

16. Appointment to Boards and Commissions by Mayor Boyd.

RESULT:	APPROVED [7 TO 1]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Ruh
NAYS:	Raasch

17. Operator License applications.

Alderperson Carpenter moved, seconded by Alderperson Ledvina to approve New Operator applications #1-5. Upon vote, motion carried unanimously.

Alderperson Carpenter moved, seconded by Alderperson Ledvina to approve Temporary Operator applications #1-8. Upon vote, motion carried unanimously.

18. Voucher approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Nelson, Raasch, Ruh

19. Future agenda items.

Alderperson Raasch requested that an item be placed on the next Council agenda to discuss the source of additional funding for the Legion Park restroom building.

Alderperson Hansen requested that staff report the balance of the park dedication fund.

Alderperson Carpenter requested an update at each Council meeting going forward from the Health Department on the number of COVID-19 cases in the City and the County.

Staff will also e-mail updates to Council members.

20. Adjournment.

Alderperson Kunding moved, seconded by Alderperson Raasch to adjourn the meeting at 8:21 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 18, 2020

DEPARTMENT: Administration

FROM: Lawrence Delo

SUBJECT: Recommendation from Finance/Personnel Committee to Deny Request for Creation of an Ordinance to Create a No Wake zone for Certain Sections of the Fox River Within the City Limits of De Pere.

At its meeting on August 11, 2020, the Finance/Personnel Committee voted unanimously to recommend denial of a request to create a no wake zone in certain sections of the Fox River within De Pere City limits.

ATTACHMENTS:

- Mayor & FP BoatingRegsFoxRiver (PDF)

CITY OF DE PERE MEMO



To: Mayor James G. Boyd, Chair
Finance/Personnel Committee
Common Council

From: Judith Schmidt-Lehman, City Attorney

Date: August 11, 2020 (Finance/Personnel Committee meeting date)

RE: Request to consider 'no-wake' ordinance for the Fox River

This topic is raised periodically. The purpose of this memo is to provide information concerning state law as it pertains to local authority over waters of the state.

State law specifically limits municipal regulation of boating activities. Specifically, Wis. Stats. §30.77 (3)(cr) allows local ordinances (including counties) to regulate boating only in the following ways, subject to review and approval of the DNR:

1. Restrictions on speed;
2. Restrictions on certain types of boating activities on all, or in specified parts, of the lake, river or stream;
3. Restrictions on certain types of boating activities during specified hours of the day or specified days of the week; and
4. Restrictions on the operation of a motorboat towing a person on water skis without an observer....

Parts of the Fox River are located exclusively within the jurisdiction of the City. Additionally, the city shares jurisdiction of the Fox River with the Towns of Ledgeview and Lawrence from approximately Belle Ave south on the west side. City action alone on an ordinance without similar ordinances in the Towns of Ledgeview and Lawrence is unlikely to resolve whatever issues are of concern. It is also unclear whether the DNR would approve a standalone ordinance in an area of multi-jurisdiction.

I will be at the Committee meeting to address questions you may have. If you have questions in advance of the meeting, please feel free to call me at 339-4042 or email at: jschmidt-lehman@deperewi.gov.

Attachment: Mayor & FP Boating Regs Fox River (9902 : Recommendation of F/P to Deny Request to Create a No Wake Ordinance)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 18, 2020

DEPARTMENT: City Attorney

FROM: Carey Danen

SUBJECT: Determine funding mechanism to cover \$35,818 low-bid budget exceedance for Legion Park Restroom Building.

The Board of Park Commissioners has recommended accepting a low bid from Alliance Construction in the amount of \$153,918 for the construction of Legion Park Restroom building. The budgeted amount for the project was \$135,000. The Board of Park Commissioners is requesting an additional \$35,818 to cover the costs of the construction and consulting fees (\$16,900).



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 18, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to approve Entrance Sign Replacement Proposal from Fox City Sign, LLC in the amount of \$21,828.29 with the additional funding of \$3,828.29 from the City Administrator Budget Operating Supplies Account for City Promotional Branding

The Board of Public Works at the August 10, 2020 meeting approved Entrance Sign Replacement Proposal from Fox City Sign, LLC in the amount of \$21,828.29 with the additional funding of \$3,828.29 coming from City Administrator Operating Supplies for City promotional branding and moved to send it to the Common Council for approval. The motion passed with a 4-1 vote.

The City has five (5) existing decorative signs located at various entrances (See attached photos) in the City that need to be replaced due to the age and weather deterioration. In addition, it is the intent to replace these signs with the new City branding logo.

Staff solicited three (3) companies for proposals (See attached) and has received the following quotes and design concepts for producing and installation of the new signs:

Fox City Sign LLC, of Menasha, WI:

Option 5092.1a = \$ 14,935.91
 Option 5092.1b = \$ 13,531.80
 Option 5092.1c = \$ 21,828.29

Creative Sign Company Inc., of De Pere, WI

Option 1 = \$ 24,925.00
 Option 2 = \$ 24,350.00

Elevate 97, of Green Bay, WI

Option 1 = \$ 33,975.00
 Option 2 = \$ 33,975.00
 Option 3 = \$ 33,975.00

The City has budgeted \$18,000 for the replacement of the signs. Fox City Sign LLC is the cheapest of the three (3) quotes. Two of their options are within budget. The third option exceeds the budget. The BOPW needs to decide what option they would like to proceed with. If the option chosen exceeds \$18,000, the

Finance Director would recommend the additional funding come from the unassigned general fund balance. The BOPW would then recommend a proposal for Council to consider and if need be the additional funding would come from the unassigned general fund balance.

ATTACHMENTS:

- Entrance Sign Ashland (JPG)
- Entrance Sign Main (JPG)
- Entrance Sign N. Broadway (JPG)
- Entrance Sign S. Webster (JPG)
- Entrance Sign STH 57 (JPG)
- Fox City Signs (PDF)
- Creative Signs (PDF)
- Elevate 97 (PDF)



1.5.a

Attachment: Entrance Sign Ashland (9897 :











Fox Cities Sign LLC

1125W Tuckaway Lane Suite D
Menasha, WI 54952
Ph: (920) 378-3515
FAX: (920) 228-8993
Email: sales@foxcitiesign.com
Web: www.foxcitiesign.com

Created Date:	7/17/2020 12:49:00PM	Prepared For:	City of De Pere
Salesperson:	Kristina Coppo	Contact:	Tony Fietzer, Street Superintendent
Email:	kristina@foxcitiesign.com	Office Phone:	(920) 339-8325
Office Phone:	(920) 378-3515	Email:	tfietzer@deperewi.gov
Office Fax:	(920) 228-8993	Address:	925 S. 6th Strret
Entered by:	Kristina Coppo		De Pere, WI 54115

Description: Welcome signs

		Quantity	Unit Price	Subtotal
1	Product: Custom Sign Description: 5092.1a - EPS Foam Produce and install (6) new 40" x 72" x 4" single sided EPS Foam Sign with hardcoat. Includes faux wood finish w/raised lettering and logo on face. Sign mounted to painted 4x4 wood post. Includes 5 Year material warranty.	6	\$4,194.32	\$25,165.92
2	Product: Custom Sign Description: 5092.1a Foam Core Produce and install (6) new 40" x 72" x 4" single sided Foam Core Sign with hardcoat. Includes faux wood finish w/raised lettering and logo on face. Sign mounted to painted 4x4 wood post. Includes 7 Year material warranty.	6 5	\$2,978.1825	\$17,869.09 \$14,931
3	Product: Custom Sign Description: 5092.1b - EPS Foam Produce and install (6) new 66" x 58" x 4" single sided EPS Foam Sign with hardcoat with stucco finish w/raised lettering and logo on face. Sign mounted to painted 4x4 wood post. Includes 5 Year material warranty.	6	\$4,532.86	\$27,197.16
4	Product: Custom Sign Description: 5092.1b Foam Core Produce and install (6) new 66" x 58" x 4" single sided Foam Core Sign with hardcoat. Includes stucco finish w/raised lettering and logo on face. Sign mounted to painted 4x4 wood posts. Includes 7 Year material warranty.	6 5	\$2,706.36	\$16,238.16 \$13,531
5	Product: Custom Sign Description: 5092.1c - EPS Foam Produce and install (6) new 77.6" x 64" x 4" single sided EPS Foam Sign with hardcoat with stucco finish w/raised lettering and logo on face. Sign mounted over two steel posts. Includes 5 Year material warranty.	6	\$5,388.2583	\$32,329.55
6	Product: Custom Sign Description: 5092.1c Foam Core Produce and install (6) new 77.6" x 64" x 4" single sided Foam Core Sign with hardcoat. Includes stucco finish w/raised lettering and logo on face. Sign mounted over two steel posts. Includes 7 Year material warranty.	6 5	\$4,365.6583	\$26,193.95 \$21,828

#14,935 91

SIGN SPECIFICATIONS

SIGNAGE: NON LIT PANEL

QTY: 6

SIDES: S/F

MATERIAL: PANEL-EP5 FOAM VS
FOAM CORE W/ HARD COAT

INSTRUCTION: PRODUCE

COLOR SPECIFICATIONS

1		FULL COLOR
2		LETTER PAINT-WHITE
3		PANEL PAINT-SW 6342
4		SPICY HUE 6
5		POST PAINT-SW 2838
6		POLISH MAHOGANY

EXISTING



5092.1a

REVISIONS

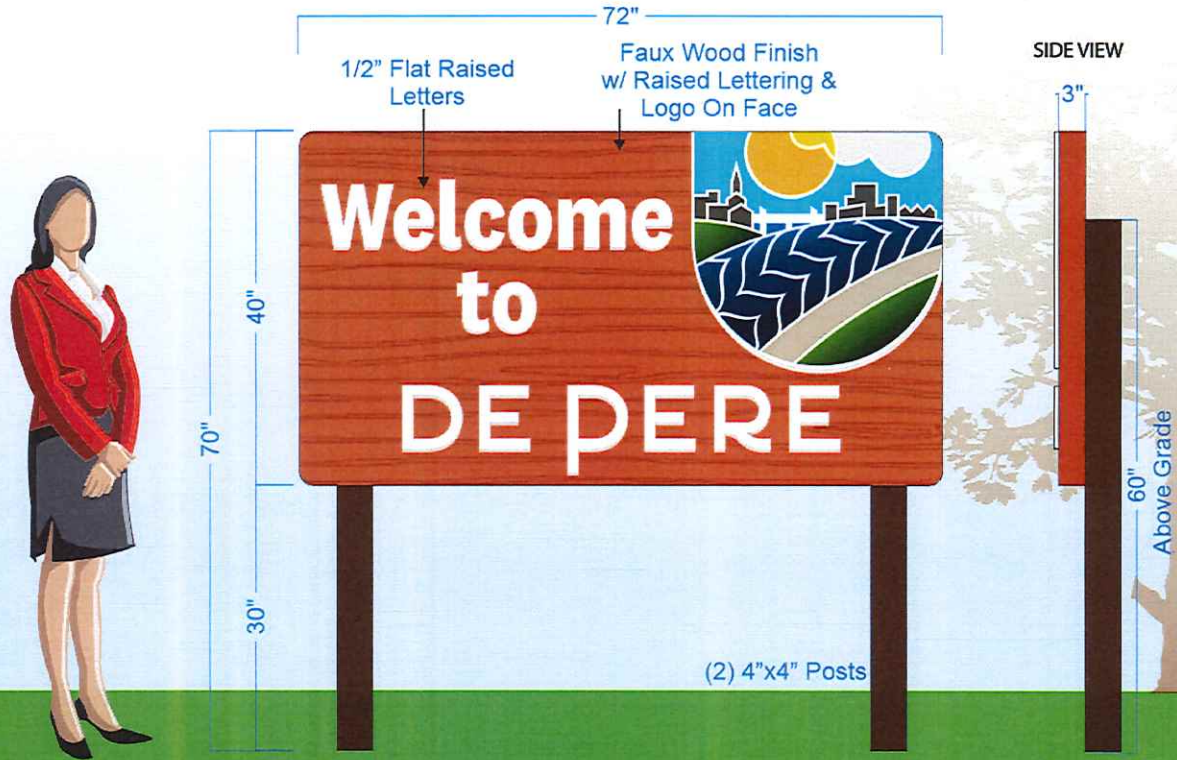
R1

SCALE RATIO

1:1

FOX CITIES SIGN, LLC, A WISCONSIN LIMITED LIABILITY COMPANY ("COMPANY") DBA FOX CITIES SIGN WILL ENDEAVOR TO CLOSELY MATCH COLORS, INCLUDING PMS, WHERE SPECIFIED. WE CANNOT GUARANTEE EXACT MATCHES DUE TO VARYING COMPATIBILITY OF SUBSTRATES & PRODUCTS. ALL SIZES AND DIMENSIONS ARE ILLUSTRATED FOR CLIENTS CONCEPTION OF THE PROJECT & ARE NOT TO BE UNDERSTOOD AS BEING EXACT SIZE OR SCALING.

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FOX CITIES SIGN
www.FoxCitiesSign.com
1125D W. Tuckaway Ln., Menasha, WI
T: 920-378-3515 • F: 920-228-8995

COMPANY: City of De Pere
CLIENT: Tony Fietzer
JOB LOCATION: (6) Street Entrances
DATE: 7-21-2020
SALES REP: Kristina
DESIGNER: Dana

PRODUCTION	REQUIREMENTS
CLEAN ART PROVIDED	VECTOR ART OR HIGH RESOLUTION ARTWORK REQUIRED. IF CLEAN ART CANNOT BE PROVIDED, DESIGN SETUP FEES MAY OCCUR.
INSTALL PRESITE NEEDED	ESTIMATE PROVIDED PRIOR TO CANNOT BE GUARANTEED. FIN DURING INSTALL PRESITE MAY ADDITIONAL FEES.
COLORS/PMS PROVIDED	ALL COLOR SPECIFICATIONS MUST PROVIDED OR APPROVED BY CLIENT PRIOR TO PRODUCTION. CLIENTS RESPONSIBILITY TO MAKE SURE A SPECS FOLLOW ANY COMPANY G

(INITIAL BOXES IF APPROVED)	CLIENT CHECKOFF LIST
	ORIENTATION & PLACEMENT
	COLOR SPECIFICATIONS
	SPELLING & GRAMMAR

CLIENT APPROVAL
(SIGNATURE)

DATE
I HAVE CHECKED & REVIEWED ALL SPECIFICATIONS OF THIS DESIGN PROOF & CORRELATING DOCUMENTS & HAVE APPROVED FOR PRODUCTION.

#13,531.80

SIGN SPECIFICATIONS

SIGNAGE: NON LIT PANEL

QTY: 6

SIDES: S/F

MATERIAL: PANEL- EPS FOAM VS
FOAM CORE W/ HARD COAT

INSTRUCTION: PRODUCE

COLOR SPECIFICATIONS

1		FULL COLOR
2		PAINT-WHITE
3		PAINT-MATCH PMS 418
4		

EXISTING



5092.1b

REVISIONS

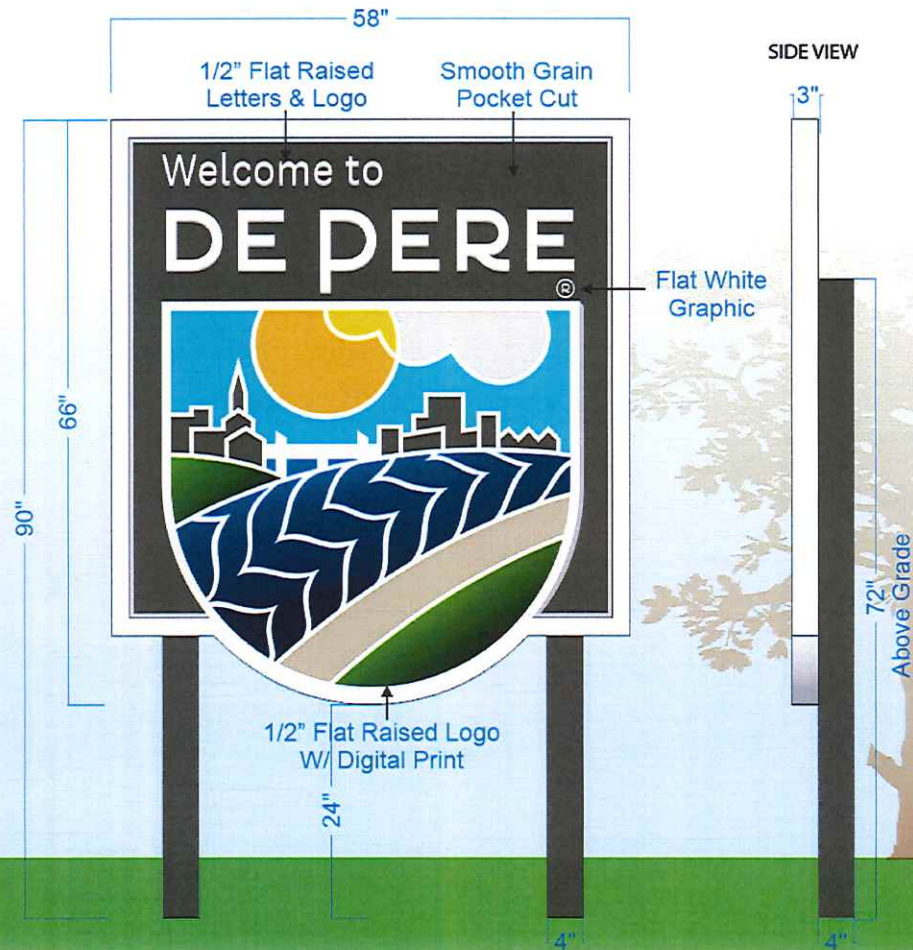
R1

SCALE RATIO

1:1

FOX CITIES SIGN, LLC, A WISCONSIN LIMITED LIABILITY COMPANY ("COMPANY") DBA FOX CITIES SIGN WILL ENDEAVOR TO CLOSELY MATCH COLORS, INCLUDING PMS, WHERE SPECIFIED. WE CANNOT GUARANTEE EXACT MATCHES DUE TO VARYING COMPATIBILITY OF SUBSTRATES & PRODUCTS. ALL SIZES AND DIMENSIONS ARE ILLUSTRATED FOR CLIENTS CONCEPTION OF THE PROJECT & ARE NOT TO BE UNDERSTOOD AS BEING EXACT SIZE OR SCALING.

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FOX CITIES SIGN
www.FoxCitiesSign.com
1125D W. Tuckaway Ln., Menasha, WI
T:920-378-3515 • F:920-228-8999

COMPANY: City of De Pere
CLIENT: Tony Fietzer
JOB LOCATION: (6) Street Entrances
DATE: 7-21-2020
SALES REP: Kristina
DESIGNER: Dana

PRODUCTION REQUIREMENTS

CLEAN ART VECTOR ART OR HIGH RESOLUTION ARTWORK REQUIRED.
PROVIDED IF CLEAR ART CANNOT BE PROVIDED, DESIGN SETUP FEES MAY OCCUR.

INSTALL PREP ESTIMATE PROVIDED PRIOR TO CANNOT BE GUARANTEED. FINI DURING INSTALL PREP SITE MAY ADDITIONAL FEES.
NEEDED

COLORS/PMS ALL COLOR SPECIFICATIONS MUST PROVIDED OR APPROVED BY CLIENT PRIOR TO PRODUCTION. CLIENTS RESPONSIBILITY TO MAKE SURE A SPECS FOLLOW ANY COMPANY G
PROVIDED

CLIENT CHECKOFF LIST

(INITIAL BOXES IF APPROVED)

ORIENTATION & PLACEMENT
COLOR SPECIFICATIONS
SPELLING & GRAMMAR

CLIENT APPROVAL

(SIGNATURE)

DATE

I HAVE CHECKED & REVIEWED ALL SPECIFICATIONS OF THIS DESIGN PROOF & CORRELATING DOCUMENT & HAVE APPROVED FOR PRODUCTION.

\$21,828²⁹

SIGN SPECIFICATIONS

SIGNAGE: NON LIT PANEL

QTY: 6

SIDES: S/F

MATERIAL: PANEL- EPS FOAM VS

FOAM CORE W/ HARD COAT

INSTRUCTION: PRODUCE

COLOR SPECIFICATIONS

1	FULL COLOR
2	PAINT-WHITE
3	PAINT-MATCH PMS 418
4	PAINT-TBD

EXISTING



5092.1c

REVISIONS

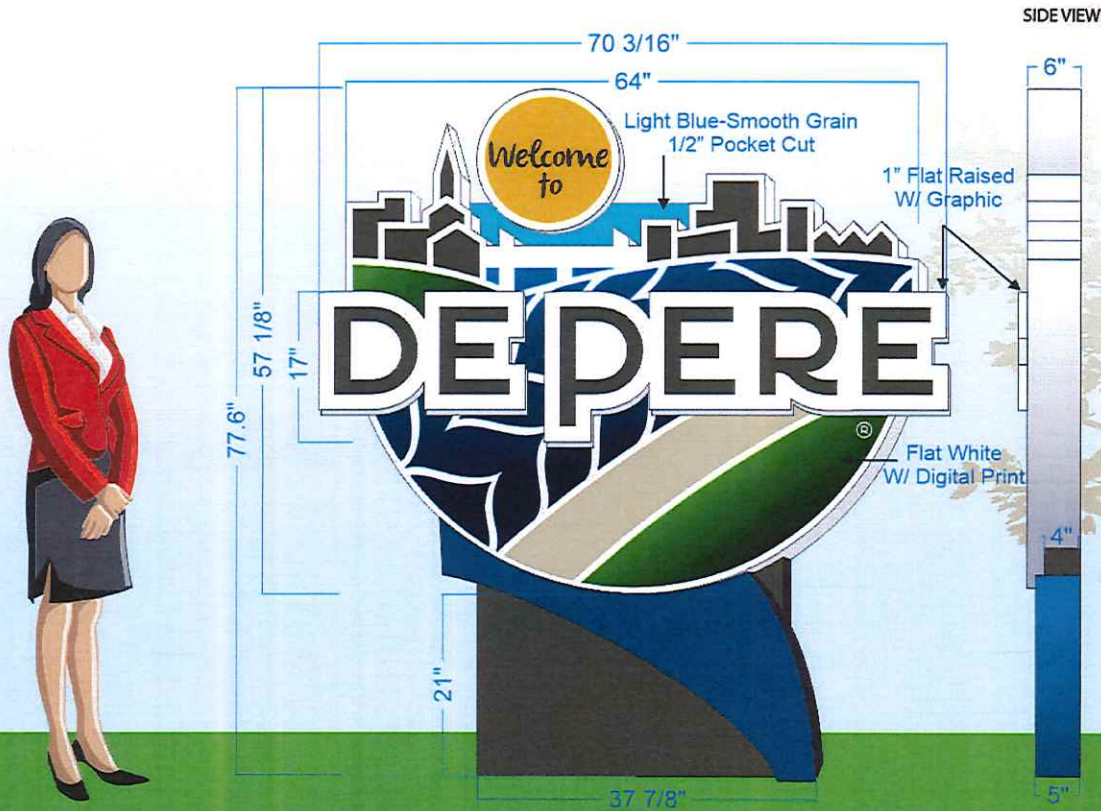
R1

SCALE RATIO

1:1

FOX CITIES SIGN, LLC, A WISCONSIN LIMITED LIABILITY COMPANY ("COMPANY") DBA FOX CITIES SIGN WILL ENDEAVOR TO CLOSELY MATCH COLORS, INCLUDING PMS, WHERE SPECIFIED. WE CANNOT GUARANTEE EXACT MATCHES DUE TO VARYING COMPATIBILITY OF SUBSTRATES & PRODUCTS. ALL SIZES AND DIMENSIONS ARE ILLUSTRATED FOR CLIENTS CONCEPTION OF THE PROJECT & ARE NOT TO BE UNDERSTOOD AS BEING EXACT SIZE OR SCALING.

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FOX CITIES SIGN
www.FoxCitiesSign.com
1125D W. Tuckaway Ln., Menasha, WI 54952
T: 920-378-3515 • F: 920-228-8999

COMPANY: City of Depere

CLIENT: Tony Fietzer

JOB LOCATION: (6) Street Entrances

DATE: 7-21-2020

SALES REP: Kristina

DESIGNER: Dana

PRODUCTION REQUIREMENTS

CLEAN ART VECTOR ART OR HIGH RESOLUTION ARTWORK REQUIRED. IF CLEAR ART CANNOT BE PROVIDED, DESIGN SETUP FEES MAY OCCUR.

INSTALL PREP ESTIMATE PROVIDED PRIOR TO PROJECT. CANNOT BE GUARANTEED. FIND DURING INSTALL, PREPITE MAY C ADDITIONAL FEES.

COLORS/PMS ALL COLOR SPECIFICATIONS MUST PROVIDED OR APPROVED BY CLIENT PRIOR TO PRODUCTION. CLIENTS RESPONSIBILITY TO MAKE SURE ALL SPECS FOLLOW ANY COMPANY GUIDELINES.

CLIENT CHECKOFF LIST

(INITIAL BOXES IF APPROVED)

ORIENTATION & PLACEMENT

COLOR SPECIFICATIONS

SPELLING & GRAMMAR

CLIENT APPROVAL

(SIGNATURE)

DATE

I HAVE CHECKED & REVIEWED ALL SPECIFICATIONS OF THIS DESIGN PROOF & CORRELATING DOCUMENTS & HAVE APPROVED FOR PRODUCTION.



Creative Sign Company Inc.

505 Lawrence Dr.

DePere, WI 54115

Phone: 920.336.8900

www.greenbaysigns.com

Proposal

CLIENT: City of De Pere

LOCATION: ATTN: Tony Fietzer

925 S. Sixth St

De Pere, WI 54115

United States

Proposal #: 17018

Proposal Date: 07/27/20

Page 1 of 2

<u>Item</u>	<u>Description</u>	<u>Revision</u>	<u>Quantity</u>	<u>Price</u>
1	OPTION 1: Fabricate/Install: 6 single sided HDU panel & post style signs. Panel size: 45"H x 8"W x 8'H 2" and 1" laser carved HDU w/horizontal woodgrain. Digital print logo graphics. 2" raised copy. Posts: 5" sq. aluminum		65	\$4,985.00 /EA
				total = \$24,925
2	OPTION 2: Fabricate/Install: 6 single sided HDU panel & post style signs. Panel size: 48"H x 7' 6"W x 8'H 2" and 1" laser carved HDU w/horizontal woodgrain. Digital print logo graphics. 2" raised copy. Posts: 5" sq. aluminum		65	\$4,870.00 /EA
				total = \$24,350
				Total: \$ TBD

Attachment: Creative Signs (9897 : Recommendation from BOPW on Entrance Sign Replacement Proposals)

OPTION-1
ITEM #1

#24,925

creative Sign
company inc

505 LAWRENCE DR, DE PERE, WI 54115
920.336.8900 GREENBAYSIGNS.COM

CLIENT: DE PERE, CITY OF

LOCATION: DE PERE (VARIOUS LOCATIONS)

DRAWN BY: NICOLE M

SALESPERSON: JAN P

DATE: 07/23/2020

DESIGN #: D16941

PAGE: 1

REVISION LOG: INTL DATE DESCRIPTION
-- 00/00/0000 DESCRIPTION

HDU SIGN

QUANTITY: 6

SIDES: S/F

FACE: 2" & 1" HDU

TEXTURE: HORIZONTAL WOODGRAIN

GRAPHICS: DIGITAL PRINT, 1ST SURFACE

VINYL: PREMIUM WITH GLOSS LAM

FONT: HIGHWAY GOTHIC EXPANDED

POSTS: 5" SQ ALUM

ACCENTS: 3" SQ ALUM

FRAME: 2" SQ ALUM

INSTRUCTION: REMOVE & DISPOSE OF 6 EXISTING
SIGNS AT VARIOUS LOCATIONS.
PRODUCE & INSTALL NEW

COLORS:

- | | |
|---|---|
| ☐ P-1/C-1 WHITE | ☐ C-6 PMS 130 C |
| ☐ P-2/C-2 PMS 2184 C | ☐ C-7 PMS 129 C |
| ☐ C-3 PMS 418 C | ☐ C-8 PMS 7535 C |
| ☐ C-4 PMS 370 C | ☐ C-9 PMS 9101 C |
| ☐ C-5 PMS 3545 C | |

CUSTOMER SIGNATURE FOR DESIGN APPROVAL:

X
SIGNATURE

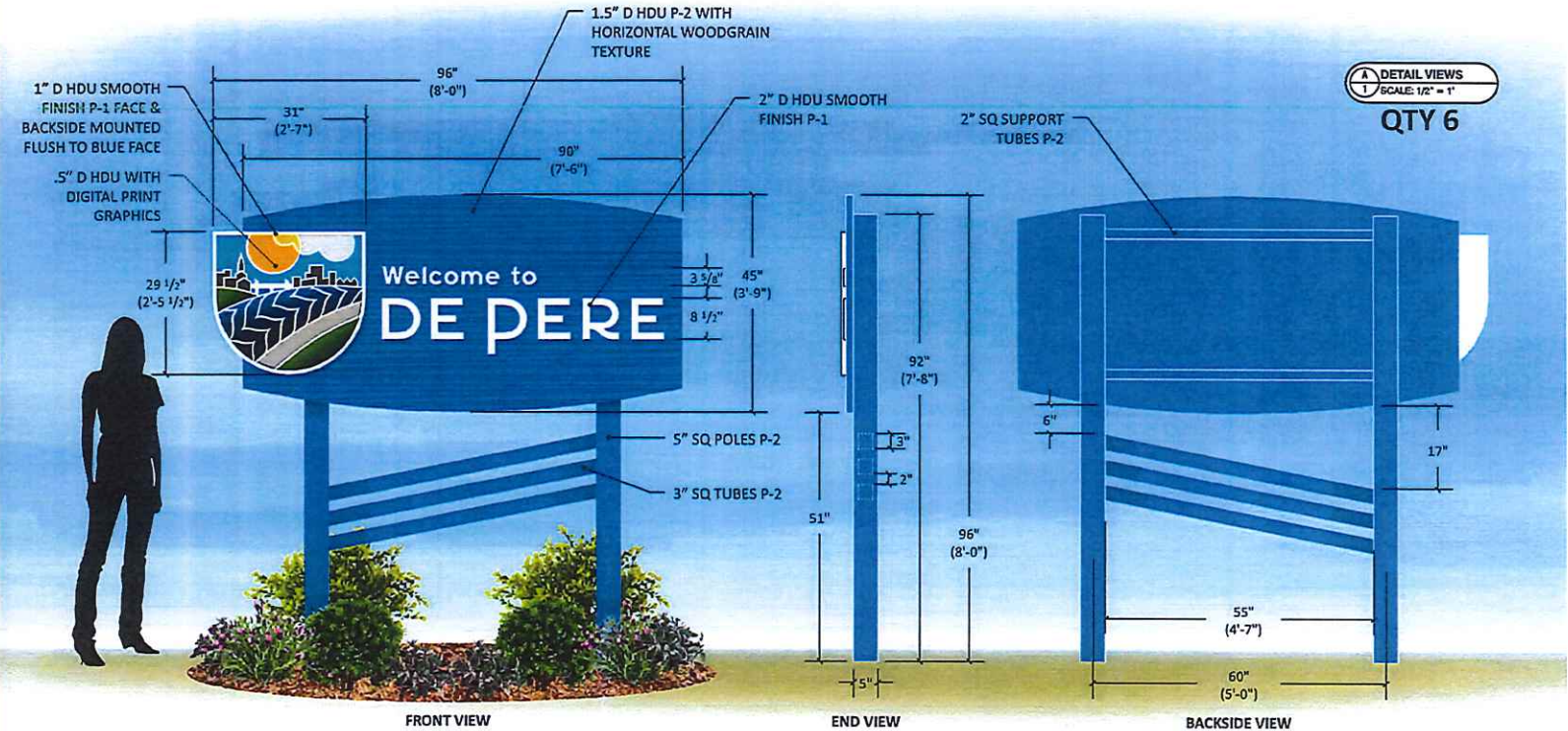
DATE



6 EXISTING SIGNS TO BE REMOVED AND DISPOSED OF (PHOTOS N.T.S.)

HDU-1: LOC-1-6

OPTION A



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CONCEPTUAL DRAWING ONLY

All sizes and dimensions are illustrated for client conception of the project and are not to be understood as being exact size or exact scale. Renderings, including lighting effects, opacities, and coloration, are an approximation.

CUSTOMER RESPONSIBILITIES

Please review all drawing details closely, as Creative Sign will produce signs as approved drawing indicates. Some changes may occur based on production needs. While Creative Sign will make all efforts to correct any obvious spelling or grammatical errors, the customer is responsible for confirming that the above copy, including names and titles, appear as desired. Creative Sign will make every effort to closely match colors, including PMS, where specified. We cannot guarantee exact matches due to varying compatibility of surface materials and paints used.

OPTION - 2
ITEM # 2

\$ 24,350

creative Sign
company inc

505 LAWRENCE DR, DE PERE, WI 54115
920.336.8900 GREENBAYSIGNS.COM

CLIENT: DE PERE, CITY OF

LOCATION: DE PERE (VARIOUS LOCATIONS)

DRAWN BY: NICOLE M

SALESPERSON: JAN P

DATE: 07/23/2020

DESIGN #: D16941

PAGE: 2

REVISION LOG: INTL. DATE DESCRIPTION
--- 00/00/0000 DESCRIPTION

HDU SIGN

QUANTITY: 6

SIDES: S/F

FACE: 2" x 1" HDU

TEXTURE: HORIZONTAL WOODGRAIN

GRAPHICS: DIGITAL PRINT, 1ST SURFACE

VINYL: PREMIUM WITH GLOSS LAM

FONT: HIGHWAY GOTHIC EXPANDED

POSTS: 5" SQ ALUM

ACCENTS: 3" H BY 1.25" ALUM

FRAME: 2" SQ ALUM

INSTRUCTION: REMOVE & DISPOSE OF 6 EXISTING
SIGNS AT VARIOUS LOCATIONS.
PRODUCE & INSTALL NEW

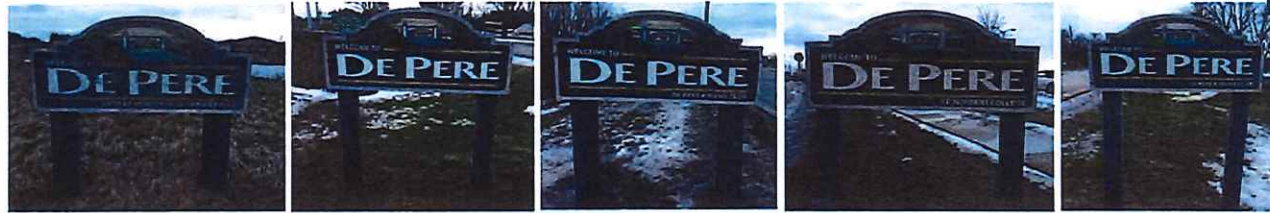
COLORS:

☐ P-1/C-1 WHITE	☐ C-6 PMS 130 C
☐ C-2 PMS 2184 C	☐ C-7 PMS 129 C
☐ P-3/C-3 PMS 418 C	☐ C-8 PMS 7535 C
☐ C-4 PMS 370 C	☐ C-9 PMS 9101 C
☐ C-5 PMS 3545 C	

CUSTOMER SIGNATURE FOR DESIGN APPROVAL:

X
SIGNATURE

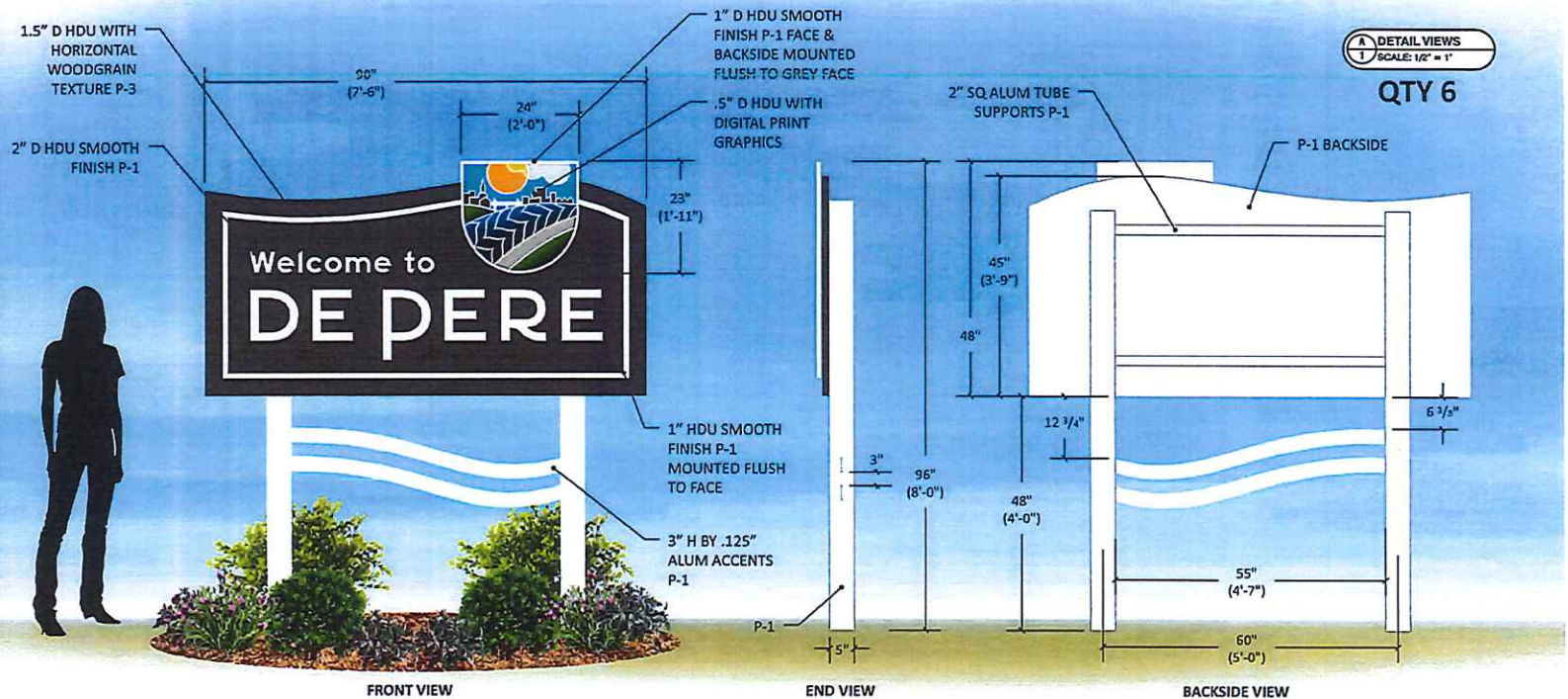
DATE



6 EXISTING SIGNS TO BE REMOVED AND DISPOSED OF (PHOTOS N.T.S.)

HDU-1: LOC-1-6

OPTION B



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CONCEPTUAL DRAWING ONLY

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CUSTOMER RESPONSIBILITIES

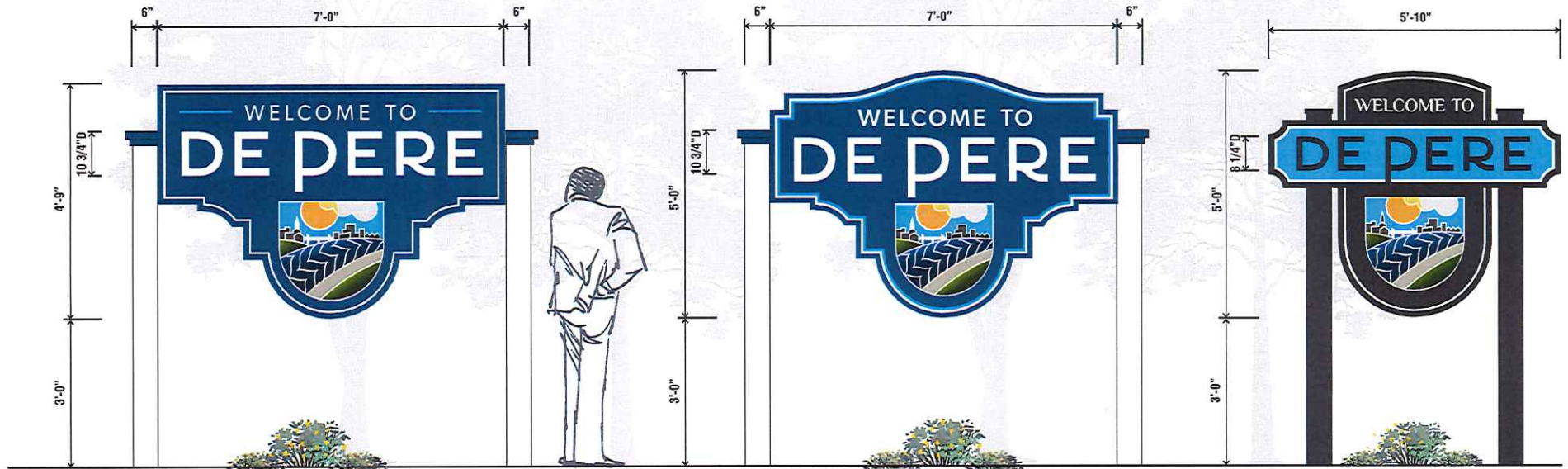
Please review all drawing details closely, as Creative Sign will produce signs as approved drawing indicates. Some changes may occur based on production needs. While Creative Sign will make all efforts to correct any obvious spelling or grammatical errors, the customer is responsible for confirming that the above copy, including names and titles, appear as desired. Creative Sign will make every effort to closely match colors, including PMS, where specified. We cannot guarantee exact matches due to varying compatibility of surface materials and paints used.

Sales Rep: Gary Spielbauer
Cell #:920-412-5790

[illegible]

Attachment: Elevate 97 (9897 : Recommendation from BOPW on Entrance Sign Replacement Proposals)

\$ 33,975



SINGLE FACE NON ILLUMINATED MONUMENT
Routed out of HDU
Border/Copy/Logo Remain Raised against Blasted Background

elevate97
Colortech • KIRIRIDIMIE
(800) 514-1119 | elevate97.com

DESIGN #: 10918

PAGE: 2

DESIGN STAGE

APPROVALS

© COPYRIGHT 2020 BY ELEVATE 97

CLIENT: CITY OF DEPERE
ADDRESS: VARIOUS
DATE: JULY 20, 2020
SCALE: 1/2"=1'-0"
A.C.: GARY SPIELBAUER
DESIGNER: JM
REVISED BY:

REVISED DATE:

☒ CONCEPTUAL ☐ FINAL JOB #: S000000

ITEMS NEEDED PRIOR TO FABRICATION

- ☐ FIELD SURVEY / MEASUREMENTS REQUIRED
☐ ELECTRONIC FILE OF LOGO REQUIRED
☐ COLORS TO BE DETERMINED

WITH APPROVAL OF THIS DESIGN I HEREBY GIVE ELEVATE97 PERMISSION TO BEGIN PRODUCTION ON THE SIGNAGE ILLUSTRATED. I AGREE THAT ALL SPECIFICATIONS, SPELLING, COLORS AND ELEVATIONS LISTED ARE CORRECT AND APPROVED. ANY CHANGES MADE AFTER PRODUCTION HAS STARTED WILL RESULT IN ADDITIONAL CHARGES.

CLIENT SIGNATURE:

DATE:

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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 18, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Ordinance #20-12 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations (Parking Restrictions).

The Board of Public Works at the August 10, 2020 meeting approved amending Chapter 150 De Pere Municipal Code regarding Traffic Regulations for changes to parking restrictions on Superior Street, Huron Street, College Avenue, and Prosper Street and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Ord20-12 (DOCX)
- 2020 0810 CI-BOPW-PTTeam-Recommendations (PDF)
- C110 SUPERIOR_P&P PVMT MARKING (PDF)
- C105 HURON_P&P-IMPROVEMENTS (PDF)
- Prosper St Signage (PDF)

ORDINANCE #20-12

AMENDING CHAPTER 150 DE PERE MUNICIPAL CODE
REGARDING TRAFFIC REGULATIONS

THE COMMON COUNCIL OF THE CITY OF DE PERE DO ORDAIN AS FOLLOWS:

Section 1: Section 150-23, Schedule G (PARKING), is hereby amended as follows:

A. DELETIONS:

<i>NO PARKING</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. Of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
S. Superior	W	Charles	40/N
S. Superior	E	Charles	40/N
Huron	W	Charles	40/N
College	S	Fourth	East End
College	N	Fourth	80/E
College	N	385/E Fourth	East End
Prosper	N	467/W	Broadway – CTH “PP”
Prosper	N	429/W CTH “PP”	375/W
Prosper	S	Enterprise	199/E

<i>Loading Zone</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. Of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Superior	E	Charles	165/N
Huron	W	George	220/S

<i>Three-hour parking 9:00 a.m. – 6:00 p.m. Mon. – Sat.</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. Of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Superior	W	George	93/S

B. ADDITIONS:

Ordinance #20-12

Page 2 of 3

<i>Loading zone during school hours</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. Of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Superior	E	35/N Charles	170/N Charles
Superior	E	235/N Charles	45/S George
Huron	W	125/N Charles	85/S George

<i>Three-hour parking 7:00 a.m. – 4:00 p.m. on School Days</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. Of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Superior	W	35/N Charles	175/N Charles
Superior	W	240/N Charles	40/S George

<i>No standing, stopping or parking between signs</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. Of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Superior	W	175/N Charles	240/N Charles
Superior	E	170/N Charles	235/N Charles

NO PARKING			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. Of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Huron	W	Charles	125/N
Huron	W	George	85/S
College	S	380/E Fourth	East End
College	N	Fourth	East End
Prosper	N	765/W CTH PP	445/W CTH PP

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3: This ordinance shall take effect on and after its passage and publication.

Ordinance #20-12
Page 3 of 3

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of
August, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 08/12/2020

Publication Date: _____

Effective Date: _____

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org



City Engineer Parking and Traffic Recommendations July 22, 2020 Meeting

Parking and Parking Lot Items:

1. Update the ordinance for parking, modifications required on Superior Street and Huron Street near Notre Dame School.
 - Staff reviewed the parking requirements on Superior, Huron and Charles Street near the school. These changes were reviewed with Notre Dame School. There are no recommended changes on Charles Street. Superior and Huron Street recommendations are listed below.

Recommendation:

- Superior Street
 - Delete the following from the Code

No Parking

Street	Side of Street	From Curblin or Feet/Direction	To Curblin or Feet/Direction
S. Superior	W	Charles	40/N
S. Superior	E	Charles	40/N

Loading Zone

Street	Side of Street	From Curblin or Feet/Direction	To Curblin or Feet/Direction
Superior	E	Charles	165/N

Three Hour Parking 9:00 am – 6:00 pm Mon - Sat.

Street	Side of Street	From Curblin or Feet/Direction	To Curblin or Feet/Direction
Superior	W	George	93/S

- Insert the following into the Code

Loading Zone during School Hours

Street	Side of Street	From Curbline or Feet/Direction	To Curbline or Feet/Direction
Superior	E	35/N Charles	170/N Charles
Superior	E	235/N Charles	45/S George

Three Hour Parking 7:00am – 4:00pm on School Days

Street	Side of Street	From Curbline or Feet/Direction	To Curbline or Feet/Direction
Superior	W	35/N Charles	175/N Charles
Superior	W	240/N Charles	40/S George

No Stopping, Standing, or Parking Between Signs

Street	Side of Street	From Curbline or Feet/Direction	To Curbline or Feet/Direction
Superior	W	175/N Charles	240/N Charles
Superior	E	170/N Charles	235/N Charles

- Huron Street

- Delete the following from the Code

No Parking

Street	Side of Street	From Curbline or Feet/Direction	To Curbline or Feet/Direction
Huron	W	Charles	40/N

Loading Zone

Street	Side of Street	From Curbline or Feet/Direction	To Curbline or Feet/Direction
Huron	W	George	220/S

- Insert the following into the Code

No Parking

Street	Side of Street	From Curbline or Feet/Direction	To Curbline or Feet/Direction
Huron	W	Charles	125/N
Huron	W	George	85/S

Loading Zone During School Hours

Street	Side of Street	From Curbline or Feet/Direction	To Curbline or Feet/Direction
Huron	W	125/N Charles	85/S George

2. Consider modifying parking on College Street, east of Fourth, to restrict parking on the north but allow parking on the south.
 - The advantage of shifting the parking from the north side to the south side is to create more parking, keep cars away from driveways, place the parking on the park side, and minimize parked car impacts with garbage collection. Staff contacted St Norbert regarding the proposed change in parking. St Norbert was OK with the change.

Recommendation:

- Staff recommends eliminating this designation and update the ordinance as follows:
 - Delete the following from the Code:

No Parking

Street	Side of Street	From Curbline or Feet/Direction	To Curbline or Feet/Direction
College	S	Fourth	East End
College	N	Fourth	80/E
College	N	385/E Fourth	East End

- Insert the following into the Code:

No Parking

Street	Side of Street	From Curbline or Feet/Direction	To Curbline or Feet/Direction
College	S	380/E Fourth	East End
College	N	Fourth	East End

3. Update on Parking Restrictions on Prosper Street
 - Prosper Street was reconstructed last year. During the design of the Prosper Street project, staff was evaluating the reduction in street width from 44 to 34 feet. Several property owners spoke against narrowing the width. Based on the request and current use of on-street parking, staff concurred and constructed the road to match the existing width of 44 feet.
 - Staff received a request to evaluate the parking restrictions. In evaluating the current parking restrictions, there appear to be a few additional areas where parking can be allowed, including on the south side of Prosper Street near Enterprise Drive, and on the north side of Prosper Street, mid-block.

- Staff contacted property owners and heard from two. Comments have been addressed.

Recommendation:

- Staff recommends the following updates to the Code
 - Delete the following from the Code:

No Parking

Street	Side of Street	From Curblin or Feet/Direction	To Curblin or Feet/Direction
Prosper	N	467/W	Broadway – CTH “PP”
Prosper	N	429/W CTH “PP”	375/W
Prosper	S	Enterprise	199/E

- Insert the following from the Code:

No Parking

Street	Side of Street	From Curblin or Feet/Direction	To Curblin or Feet/Direction
Prosper	N	765/W CTH PP	445/W CTH PP

- No Change to Code:

Loading Zone

Street	Side of Street	From Curblin or Feet/Direction	To Curblin or Feet/Direction
Prosper	S	767/W CTH PP	636/W CTH PP

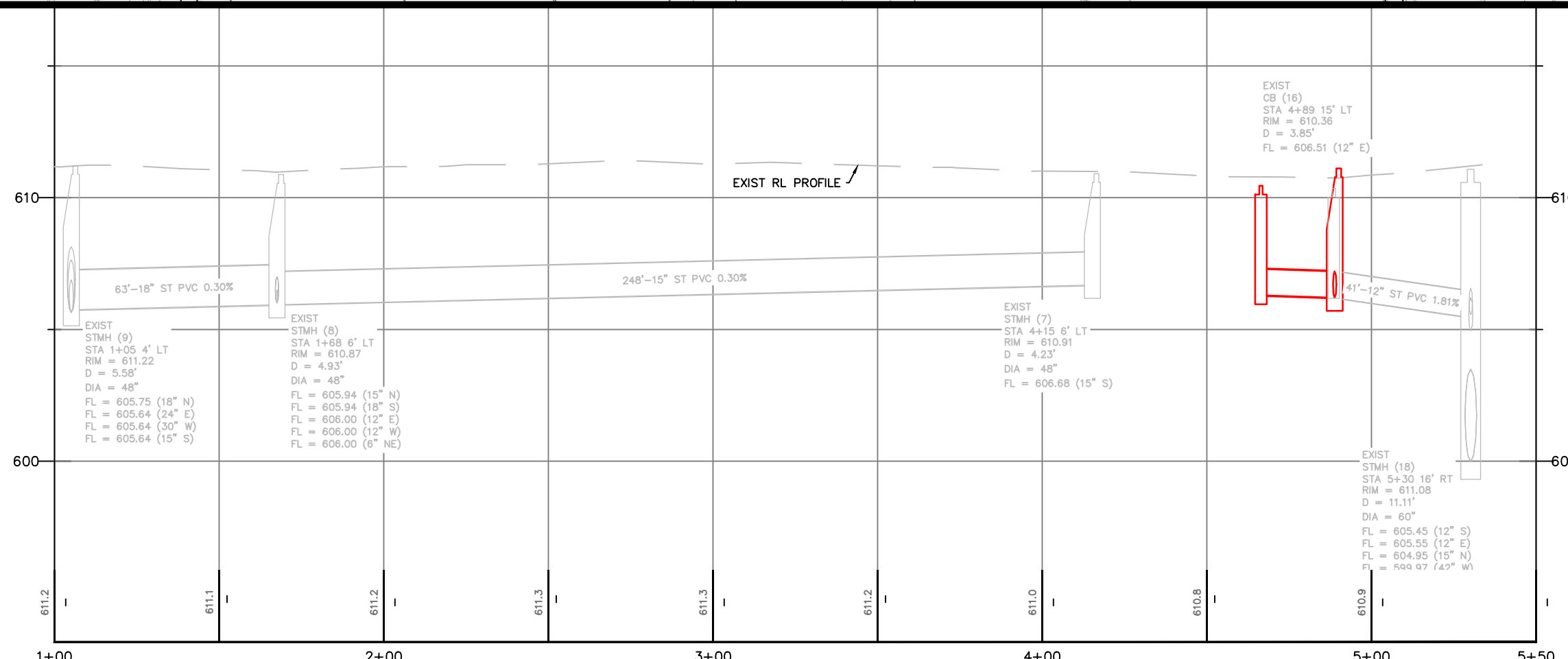
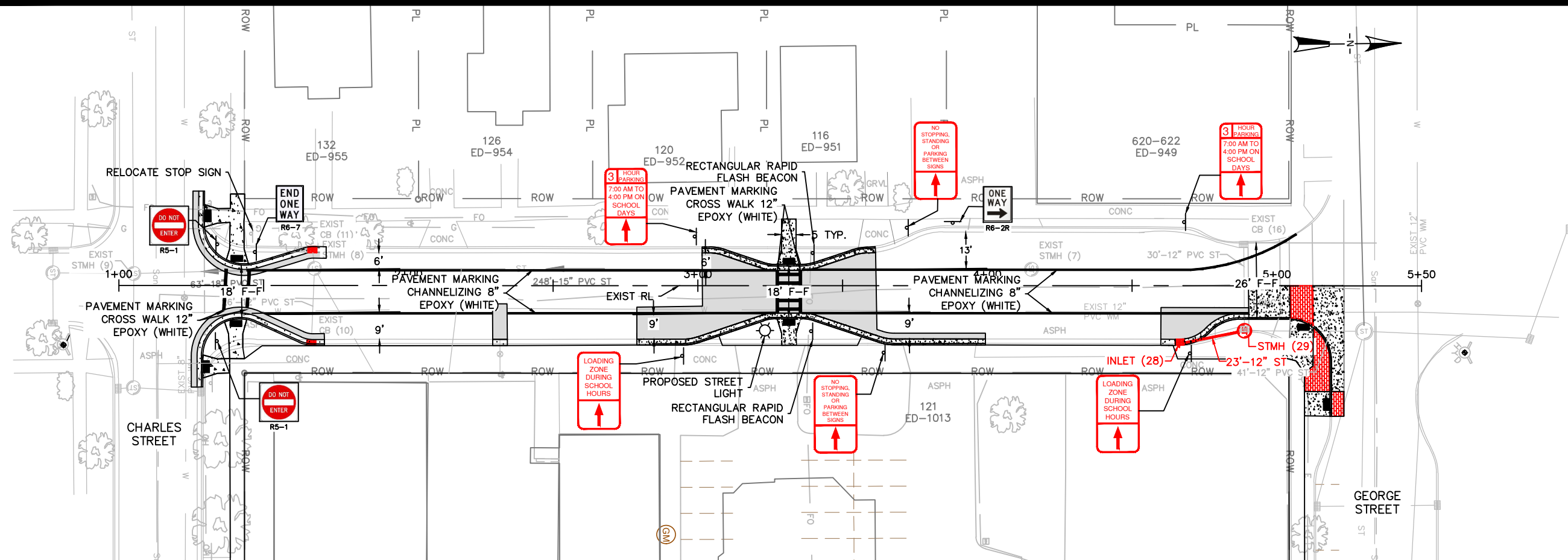
Other

4. Install a street light mid-block on Superior Street at the new pedestrian crossing for the school.

- A midblock crossing was constructed for the new Notre Dame School. Street lights are recommended at crosswalks.

Recommendation:

- Staff recommends the addition of a street light at the mid-block crossing.



CITY OF DE PERE
ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

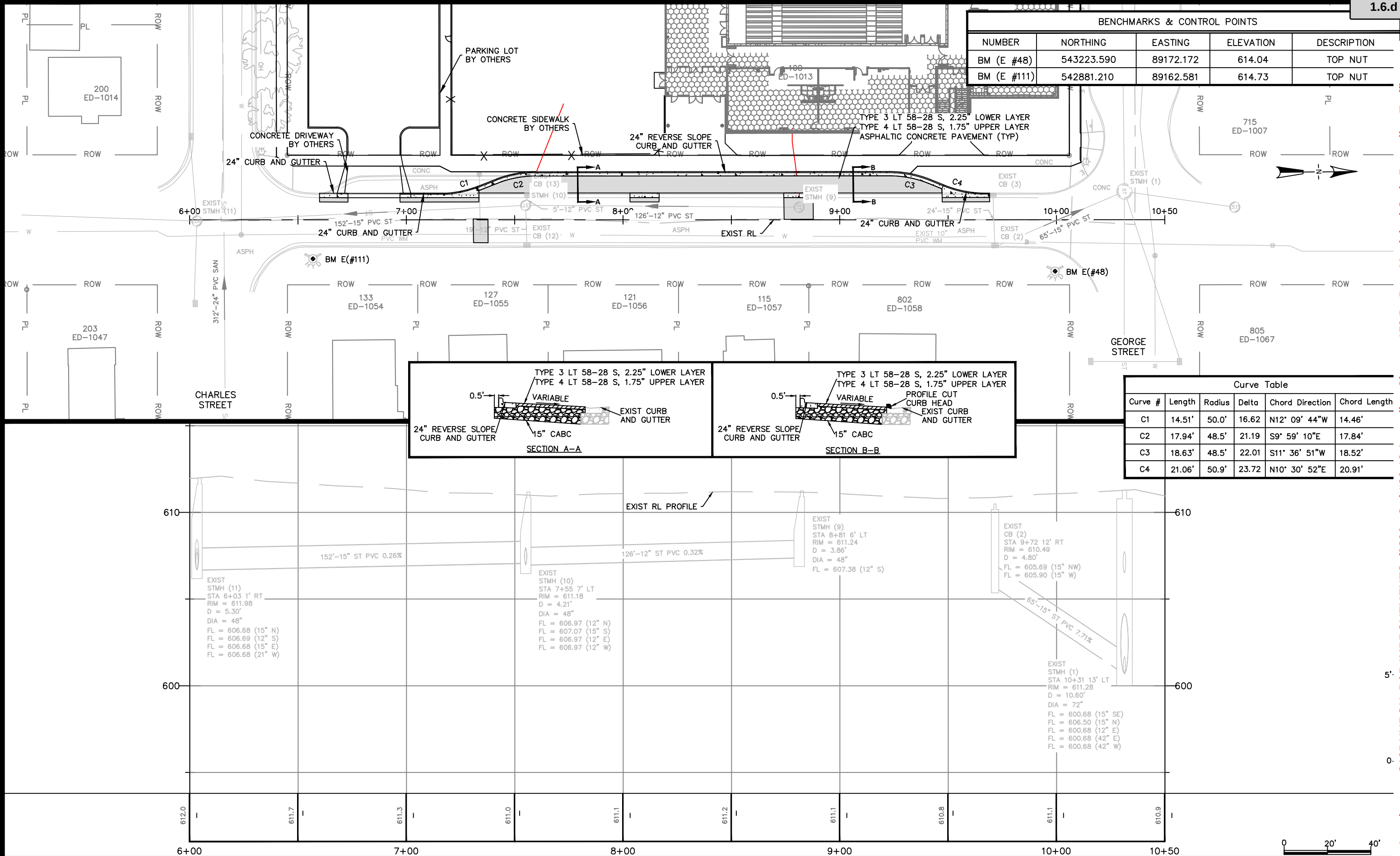
**SOUTH SUPERIOR STREET
CHARLES STREET TO GEORGE STREET
PAVEMENT MARKING AND SIGNAGE PLAN**

NAME:
STREET RECONSTRUCTION AND
UTILITY RELAY
PROJECT # 20-02

	BY	DATE
SURVEYED	IGS	05-2019
DRAWN	KAD	11-2019
DESIGNED	KAD	11-2019
CHECKED	EPR	11-2019

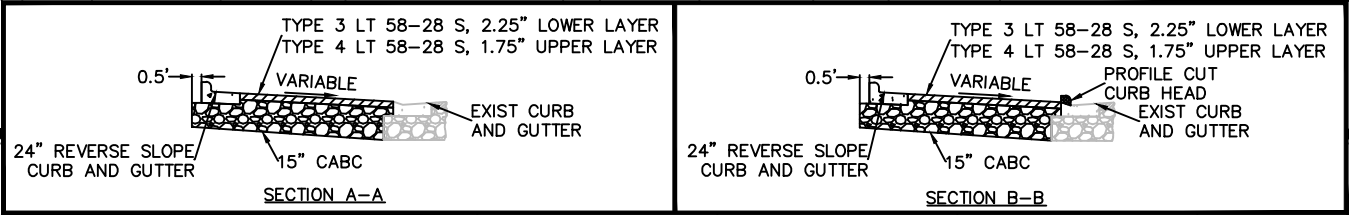
REVISIONS / ISSUES			
NO.	DATE	BY	REMARKS

PAC
NO.



BENCHMARKS & CONTROL POINTS				
NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
BM (E #48)	543223.590	89172.172	614.04	TOP NUT
BM (E #111)	542881.210	89162.581	614.73	TOP NUT

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	14.51'	50.0'	16.62	N12° 09' 44"W	14.46'
C2	17.94'	48.5'	21.19	S9° 59' 10"E	17.84'
C3	18.63'	48.5'	22.01	S11° 36' 51"W	18.52'
C4	21.06'	50.9'	23.72	N10° 30' 52"E	20.91'







City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 18, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #20-85 Authorizing Industrial Service Agreement
Between the City of De Pere and the Brown County Port and
Resource Recovery Department [Leachate Facility; 2073 Enterprise;
(Parcel ED-344-104-5)]

The Board of Public Works at the August 10, 2020 meeting approved Brown County Port and Resource Recovery Leachate Agreement for South Landfill and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso20-85 (DOCX)
- 2020 0514 CE_Brown County Leachate Agreement City Edits (PDF)
- 2020 0810 Brown County Leachate Agreement(PDF)

RESOLUTION #20-85

AUTHORIZING INDUSTRIAL SERVICE AGREEMENT
BETWEEN THE CITY OF DE PERE AND BROWN COUNTY PORT &
RESOURCE RECOVERY DEPARTMENT
(Leachate Facility; 2073 Enterprise; Parcel ED-344-104-5)

WHEREAS, the City owns and operates a wastewater collection system (“Wastewater Facilities”) for residents and businesses of the City of De Pere; and

WHEREAS, the City is a customer of and has an agreement with the Green Bay Metropolitan Sewerage District for wastewater treatment and disposal of all wastewater collected in the City, for which the City pays for wastewater collected within the sewer service area; and

WHEREAS, the County owns a leachate discharge facility on Enterprise Drive in the City of De Pere, for which the County is willing to pay a reasonable appropriate share of the operation and maintenance costs for use of the Wastewater Facilities, pursuant to the terms and conditions of the Industrial Service Agreement attached hereto; and

WHEREAS, this matter has been reviewed by the Board of Public Works, which recommends approval thereof.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into the Industrial Service Agreement between the City of De Pere and Brown County Port & Resource Recovery Department (Exhibit A).

BE IT FURTHER RESOLVED THAT:

All City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Resolution #20-85
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of
August, 2020.

APPROVED:

James J. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 08/10/2020

Attachment: Reso20-85 (9895 : Reso #20-85 approving Brown County Port and Resource Recovery Leachate Agreement)

Industrial Service Agreement

THIS INDUSTRIAL SERVICE AGREEMENT (the "Agreement") dated as of the _____ day of _____, 2020, constitutes a contractual agreement by and between the CITY OF DE PERE, a Wisconsin municipal corporation (hereinafter the "City") and BROWN COUNTY PORT & RESOURCE RECOVERY DEPARTMENT, a county department (hereinafter referred to as "County").

Preliminary Recitations

WHEREAS, the City owns and operates a wastewater collection system (hereinafter called "Wastewater Facilities") for residents and businesses of the City; and

WHEREAS, the City is a customer of and has an agreement with the Green Bay Metropolitan Sewerage District (hereinafter referred to as "GBMSD") for wastewater treatment and disposal of all wastewater collected in the City, and the City pays GBMSD for all wastewater collected within the sewer service area of the City; and

WHEREAS, the County intends to construct a municipal solid waste landfill (hereinafter referred to as "South Landfill") and haul leachate from the South Landfill and discharge the same into City Wastewater Facilities; and

WHEREAS, the County owns a leachate discharge facility in the City located on Enterprise Drive between 2051 and 2077 Enterprise Drive and intends to use that facility for leachate discharge; and

WHEREAS, the County is willing to pay a reasonable and appropriate share of the operation and maintenance costs for use of the Wastewater Facilities; and

WHEREAS, all dischargers to the sewer system are obligated to meet the requirements of the City's Sewer System Regulations and GBMSD's Sewer Use Ordinance.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth, the City and County do hereby covenant and agree as follows:

1. **Definitions.** The terms used in this Agreement are as defined in the Sewage Systems Regulations Ordinance (Chapter 70 of the City of De Pere Municipal Code), and GBMSD's Sewer Use Ordinance, both of which are incorporated herein by reference.

"Agreement" means this Industrial Service Agreement.

2. **Term.** This Agreement shall be effective as of the date first appearing above. Unless extended, renewed or revised in writing, this Agreement shall expire after a term of twenty (20) years from the effective date. In the event that County at any time prior to termination of this Agreement, for any reason ceases to deliver leachate wastewater to the

City sewage collection system, County shall so notify City in writing of such decision and the Agreement and any amendment, renewal or extension thereof shall be terminated .

3. **Services Provided.** City agrees to convey wastewater discharged to the wastewater facilities from the South Landfill in the same manner as the City receives and conveys wastewater from all other sources within its sewer service area.
4. **Sewer Capacity** The Agreement of the City to provide wastewater conveyance to County shall provide for wastewater flows as follows:
 - a) The City has a flow capacity allocation from GBMSD based on peak flow conditions. Based upon the current City sewer capacity purchased from GBMSD, City will allocate 0.15 cubic feet per second (cfs) to the County for leachate flow from Parcel ED-344-104-5. All leachate flow from this location shall be derived solely from the South Landfill. Recognizing that County has requested a maximum discharge rate of 0.4 cfs for such leachate, City agrees to allow County to temporarily utilize presently unused flow capacity up to the requested 0.4 cfs.
 - b) If the City determines there is a need to purchase additional capacity in the sewer from GBMSD to accept the maximum flow rate of 0.4 cfs from the County, the City shall seek to purchase additional capacity from GBMSD. The amount of additional flow capacity the City is able to purchase shall be determined by GBMSD. The City shall notify the County in writing 90 days prior to purchase of the additional flow capacity. The written notification shall include the schedule for the purchase and the cost of the purchase. County shall reimburse City for the costs incurred in purchasing the additional capacity within 60 days of City's purchase thereof. The additional sewer capacity (up to 0.25 cfs) is the City's capacity in the sewer. City will allow such capacity to be used by the County for leachate flow under this Agreement only until such time as the 0.4 cfs of capacity is no longer required by the County. When the 0.4 cfs is no longer required by County, such capacity remains the City's for use at the City's discretion.
 - c) **Flow Allocation Values.**
 - ♦ Estimated monthly average wastewater flow of 42,300 gallons per day.
 - ♦ Maximum flow rate shall not exceed 0.4 cfs (180 gallons per minute).
 - d) **Determining Compliance for Maximum Hourly Values.**
For the purpose of determining compliance with the maximum peak flow allocation established under this Agreement, the maximum peak flow shall be determined based on the highest volume of flow discharged. Flow will be controlled through the design of the discharge structure with the design approved by the City.

5. **Haul Waste Site Approval.** The leachate discharge site on Enterprise Drive is considered a haul waste site. GBMSD has the authority to approve hauls waste sites. GBMSD shall approve the waste hauling (proposed and future changes) to the site.
6. **Sewer Service Charges to County.** The methodology and basis for sewer service rates to be billed to the County, throughout the Term of this Agreement, shall follow the City's Sewer Systems Regulations Ordinance. The County is classified as a "monitored user" per Section 70-8 of the current Sewer Systems Regulations Ordinance.
7. **Odor, Nuisance and Spill Control.**
 - a) County shall be responsible for minimizing odors that could be a nuisance to the area surrounding leachate discharge facility.
 - b) County shall be responsible for any leachate spills that occur during transportation of the leachate within City jurisdiction and operation of the leachate discharge facility. Responsibility includes clean up, environmental restoration or any other damage or claim related to a leachate spill.
8. **Indemnification.** To the fullest extent permitted by law, County shall indemnify and hold City harmless against any claim of liability or loss from any personal injury or property damage, including alleged damage to City property, resulting from or arising out of the negligence or willful misconduct of County, its officials, officers, employees, contractors or agents, except and only to the extent such claims or damages are caused by the negligence or willful misconduct of the City, its officers, officials, employees, contractors or agents.
9. **Testing and Sampling.**
 - a) Leachate wastewater flows shall be continuously monitored and recorded daily. Samples shall consist of 24-hour flow proportioned samples collected weekly. The wastewater parameters to be tested on a weekly basis are 5-day biochemical oxygen demand (BOD₅), total suspended solids (TSS), total Kjeldahl nitrogen (TKN), and total phosphorus at the expense of the County. Leachate wastewater flow monitoring and sampling will be done at the South Landfill facility. The City reserves the right to adjust sampling and testing frequency based upon the consistency of the test results from the South Landfill facility.
 - b) Testing and sampling required by this Agreement will be performed at a State approved and certified laboratory, at the expense of the County.
 - c) Flow monitoring and testing records and reports from measuring devices shall be maintained by the County and all data submitted monthly to the City for data collected from the previous month.

10. **Notices.** All notices, requests or other communications permitted or required under this Agreement shall be in writing and shall be deemed to be sufficiently given when mailed by first class mail, postage prepaid and addressed as set forth below. Proper notice may also be given by certified mail or personal delivery.

If to the City: City of De Pere
Attn: City Clerk
335. S. Broadway Street
De Pere, WI 54115

With copy to: City Attorney
335 S Broadway Street
De Pere, WI 54115

If to the County: Brown County Port & Resource Recovery
Department

With copy to: Attorney

Either party, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests, or other communications shall be sent.

11. **Default.** In the event there is a breach by either Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have 30 days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the 30 days if the breaching Party commences the cure within the 30 day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or affect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph.
12. **Remedies.** In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws of the State of Wisconsin. If termination of the Agreement is the selected remedy, the effective date of such terminations shall be 365 days from the Notice of such Breach under Paragraph 10.
13. **No Waiver.** No failure by either party to insist upon the strict performance of any provision hereof shall constitute a waiver of that party's right to strict performance, and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the other party to observe or comply with any provision hereof.

14. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the parties and their respective successors and assigns.
15. **Amendments.** This Agreement may be modified, amended, or supplemented only in a writing executed by both parties.
16. **Severability.** If any provision of this Agreement, or of any covenant, obligation or agreement contained herein, is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each provision, covenant, obligation or agreement shall be deemed to be fully effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.
17. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of Wisconsin.

IN WITNESS HEREOF, the City of De Pere Council, by appropriate resolution duly adopted, has caused this Agreement to be executed in its corporate name by its Mayor; the Country has duly authorized execution of this Agreement in its corporate name by its Director. The effective date of this Agreement is the date and year first above written.

CITY OF DE PERE

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

**BROWN COUNTY PORT & RESOURCE
RECOVERY DEPARTMENT**

By: _____

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works

From: Eric P. Rakers, P.E., City Engineer

Date: August 10, 2020

RE: **Consideration and possible action on Brown County Port and Resource Recovery Leachate Agreement***

Brown County Port and Resource Recovery (BCPRR) has a leachate discharge facility at 2073 Enterprise Drive in the City of De Pere. This facility was constructed to accept leachate from West Landfill. BCPRR and City entered into an agreement on October 7th, 1994 for the City to accept the West Landfill waste and treat at the City's wastewater treatment plant.

BCPRR is preparing to construct a new landfill in southern Brown County (South Landfill). As part of the management of the South Landfill, BCPRR is proposing to discharge leachate to the existing discharge facility. BCPRR will be upgrading the leachate discharge facility and is in the process of site plan approval.

A new agreement is required between the City and BCPRR to accept leachate from the South Landfill. With the new agreement the City will be transporting the wastewater to the Green Bay Metropolitan Sewerage District (GBMSD) wastewater treatment plant. City staff has met with GBMSD to review the agreement and make sure they are agreeable to treat the wastewater. Because BCPRR will be a customer of the City, the agreement is between BCPRR and the City. A few highlights of the Agreement:

- The City has a flow capacity allocation from GBMSD based on peak flow conditions. Based upon the current City sewer capacity purchased from GBMSD, City will allocate 0.15 cubic feet per second (cfs) to the County for leachate flow from Parcel ED-344-104-5. All leachate flow from this location shall be derived solely from the South Landfill. Recognizing that County has requested a maximum discharge rate of 0.4 cfs for such leachate, City agrees to allow County to temporarily utilize presently unused flow capacity up to the requested 0.4 cfs.
- If the City determines there is a need to purchase additional capacity in the sewer from GBMSD to accept the maximum flow rate of 0.4 cfs from the County, the City shall seek to purchase additional capacity from GBMSD. The amount of additional flow capacity the City is able to purchase shall be determined by GBMSD.
- The leachate discharge site on Enterprise Drive is considered a haul waste site. GBMSD has the authority to approve haul waste sites. GBMSD shall approve the waste hauling (proposed and future changes) to the site.
- The methodology and basis for sewer service rates to be billed to the County, throughout the Term of this Agreement, shall follow the City's Sewer Systems Regulations Ordinance. The County is classified as a "monitored user" per Section 70-8 of the current Sewer Systems Regulations Ordinance.

- County shall be responsible for minimizing odors that could be a nuisance to the area surrounding leachate discharge facility.

Staff recommends approval of the agreement.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 18, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #20-86 Authorizing Agreement for Consulting Services Between the City of De Pere and SUEZ Advanced Solutions/Utility Service Co., Inc. (Water Tower Mixers for Matthew Street and Merrill Street Water Towers).

The Board of Public Works at the August 10, 2020 meeting approved the water mixer proposal from Suez Advanced Solutions in the amount of \$51,888.71 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

The installation of water mixer equipment in our Matthew Street water tower and Merrill Street water tower will ensure uniform temperatures and disinfection residual results in reducing byproducts and eliminates ice damage in the tank. The City currently has water mixer equipment in our 9th Street water tower.

Staff solicited three (3) companies for proposals (See attached) and has received the following quotes (See proposal summary) for installation of the water mixer equipment:

KLM Engineering, Inc., of Woodbury, MN :

Matthew Street Tower = \$ 15,899.00
Merrill Street Tower = \$ 19,098.00

Suez Advanced Solutions, of Atlanta, GA

Matthew Street Tower = \$31,064.52
Merrill Street Tower = \$20,824.19

William Reid LTD, of Germantown, WI

Matthew Street Tower = \$ 29,096.00
Merrill Street Tower = \$ 40,644.00

I reviewed the proposals that were submitted. In reviewing the proposals, KLM Engineering specifically stated in their proposal the City needs to exchange a minimum of 25% of the water in each of the towers for their mixer equipment to be effective. If each of the towers exchange rates is less than 25%, additional mixer equipment may be needed. I contacted KLM Engineering on this issue and informed them on how the City operates our towers. KLM Engineering reviewed their mixer equipment in regards to how the City operates and determined the mixer equipment would not be able to effectively mix the water in the

towers to prevent ice buildup in the winter months. As a result, they withdrew their proposal. (See attached email).

Staff recommends approving the proposal from Suez Advanced Solutions, of Atlanta, GA for the Matthew Street water tower for \$31,064.52 and the Merrill Street water tower for \$20,824.19. The 2020 water utility budget has sufficient funding allocated for the water tower mixer equipment.

ATTACHMENTS:

- Reso20-86 (DOCX)
- Consultant Agreement-Suez Advanced Solutions-Utility Service Co., Inc.(Matthew and Merrill Water Tower Mixers)8-10-20 (DOCX)
- Exhibit A-SUEZ-2020 Water Tower Mixers (DOCX)
- Exhibit B-Suez Advance Solutions Proposal (PDF)
- 2020 Water Tower Mixers (PDF)
- 17713(PDF)

RESOLUTION #20-86

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND SUEZ ADVANCED SOLUTIONS | UTILITY SERVICE CO., INC.
(Water Tower Mixers for Matthew Street and Merrill Street Water Towers)

WHEREAS, the City is in need of submersible potable water tower mixers for its Matthew Street and Merrill Street Water Towers to include control box and supervisory control and data acquisition monitoring; and

WHEREAS, SUEZ Advanced Solutions | Utility Service Co., Inc. has available and offers to provide qualified personnel and equipment necessary to accomplish such services within the required timeframe; and

WHEREAS, the Board of Public Works has reviewed such matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement for Consulting Services Between the City of De Pere and SUEZ Advanced Solutions | Utility Service Co., Inc., attached hereto and incorporated by reference as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of August, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 8/10/2020

Attachment: Reso20-86 (9898 : Reso #20-86 approving Water Tower Mixer Proposal from Suez Advanced Solutions)

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND SUEZ ADVANCED SOLUTIONS | UTILITY SERVICE CO., INC.
(Water Tower Mixers for Matthew Street and Merrill Street Water Towers)**

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and SUEZ Advanced Solutions | Utility Service Co., Inc., a foreign corporation authorized to conduct business in the State of Wisconsin ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with a consulting firm to furnish and install a submersible potable water tower mixer for City's Matthew Street and Merrill Street Water Towers to include control box and supervisory control and data acquisition monitoring.

WHEREAS, Consultant has available and offers to provide qualified personnel and professional assistance necessary to accomplish the work required within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in City's Request for Proposals dated July 9, 2020 (Exhibit A) and Consultant's Proposal thereto dated August 5, 2020 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described in Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with existing drawings and as-built of each water tower, as well as other applicable information or items concerning the project as are available or indicated in Exhibit A.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall include copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B to be paid in a lump sum following City inspection and confirmation that conditions have been met for the installation of the water tower mixers as identified in Consultant's Proposal. Payment to the Consultant is due upon receipt of a detailed invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

X. NON-DISCRIMINATION/COMPLIANCE WITH STATE AND FEDERAL LAWS

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Consultant through no fault of Consultant. In the

event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

If to City:

City of De Pere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

SUEZ Advanced Solutions
Attn: Jessica Morrison
Water System Consultant (State of Wisconsin)
1230 Peachtree Street NE
Atlanta, GA 30309

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

SUEZ ADVANCED SOLUTIONS |
UTILITY SERVICE CO., INC.

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
James G. Boyd, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\2020\Consultant Agreement-Suez Advanced Solutions-Utility Service Co., Inc. (Matthew and Merrill Water Tower Mixers)8-10-20.docx

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org



July 9, 2020

**RE: Request for Proposals
2020 Water Tower Mixers**

The City of De Pere is requesting a proposal from your firm to furnish and install a submersible potable water tower mixer for the City's Matthew water tower and Merrill Street water tower. The installation of the mixer shall include any accessories necessary for the proper operation of each mixer. Installation of the mixer shall also include control box and SCADA monitoring system for each mixer.

Merrill Street Water Tower

The Merrill Street tower is a 250,000 gallon multi-legged steel elevated storage tank that was constructed in 1960. (See picture below) The height of the tower is 121.2 feet and the diameter of the tower is 40 feet.



Matthew Water Tower

The Matthew water tower is a 500,000 gallon– single pedestal spheroid steel tank that was constructed in 1986. The height of the tower is 134.5 feet and the diameter of the tower is 56 feet.



Scope of Work:

1. Review existing drawings and as-built of water tower and any other pertinent information pertaining to each tower in order to complete the scope of work for the project.
2. Provide submersible water tower mixer for potable water.
 - a. Water tower mixer will completely mix the tower to maintain a consistent water temperature and chlorine residual. In addition, the water tower mixer will completely mix the tower so ice does not form inside the tank during the winter months.
 - b. The water tower mixer will be fully submersible, designed for potable water, and can be installed without tower entry.
 - c. The water tower mixer will operate continuously, all day and all night, using 120 VAC as the power source. The water tower mixer will not have a gearbox and will not require lubrication.
 - d. The water tower mixer will have no visible defects, and have high quality welds, assembly, and corrosion resistant finish.
 - e. The mixer will have a stainless steel cable or retrieval chain.
 - f. The water tower mixer shall be the manufacturer's latest model and design.
 - g. Installation of each water tower mixer shall include any accessories necessary for proper operation of each water tower mixer.
 - h. Installation of each water tower mixer shall include control box and SCADA monitoring system for each water tower mixer.
 - i. Installation of each water tower mixer shall include installation of all electrical necessary for operation of each water tower mixer including any trenching to connection to the City's electrical panel. All electrical work shall meet all State and municipal codes.
 - j. The water tower mixer will be certified to ANSI/NSF Standard 61 and will be compliant with all aspects of the Safe Drinking Water Act (SDWA).
 - k. The manufacturer of the water tower mixer will have extensive experience in the production of such equipment, and the equipment will be manufactured in the United States.
 - l. The water tower mixer will be warranted to be free of defects for a period of five (5) years.

3. Installation of the water tower mixer shall meet all requirements of the Wisconsin Department of Natural Resources (WDNR), State Statutes, Municipal codes, or other code requirements
4. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the installation of the water tower mixers.

Hours of Work:

No work shall be performed prior to 7:00 a.m. and shall be completed by 5:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires Saturday work. Work on weekends or holidays must be approved by the City.

Payment:

Payment shall be made when the following conditions have been met:

- 1) The City has inspected and has determined that all the specifications and conditions have been met to the City's satisfaction for the installation of the water tower mixers.
- 2) A detailed invoice is submitted to City for the specific showing which items have been completed.

Schedule:

The installation of the water tower mixers shall be completed by December 1, 2020.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of

each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Property Protection:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling and topsoil, seed, and mulch landscape restoration.

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

- 1) Previous Experience: Past Work on projects of similar or greater magnitude.
- 2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.
- 3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above.
- 4) Schedule: Firm shall submit the number of days to complete the installation of the mixers and the anticipated start date on proposal sheet provided with this proposal to complete all work mentioned above.

Sealed proposals marked "**Water Tower Mixers**" on envelope are to be delivered or mailed to:

Scott J. Thoresen P.E.,
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All sealed proposals shall be received no later to 2:00 PM (CST) on August 5, 2020.

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the respective City Council deems most favorable to the best interest of the City.

If you have any questions regarding this proposal, please contact Eric Zygarlicke at (920) 339-4063.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

City of De Pere Water Utility 2020 Water Tower Mixer Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary for the installation of the water tower mixers to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirement as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per water tower mixer installation to meet said requirements are as follows:

Lump Sum Price for Merrill Street Water Tower Mixer: \$ _____

Lump Sum Price for Matthew Water Tower Mixer: \$ _____

Name of Firm

Address of Firm

Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: _____ and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

Estimated Work Days to Complete: _____



Proposal for
2020 WATER TOWER MIXERS

WATER UTILITY
PUBLIC WORKS DEPARTMENT
CITY OF DE PERE, WI

SUBMITTED BY: SUEZ ADVANCED SOLUTIONS | UTILITY SERVICE CO., INC. (SUEZ)
ADDRESS: 1230 PEACHTREE STREET NE, SUITE 1100, ATLANTA, GA 30309
PHONE: (855) 526-4413

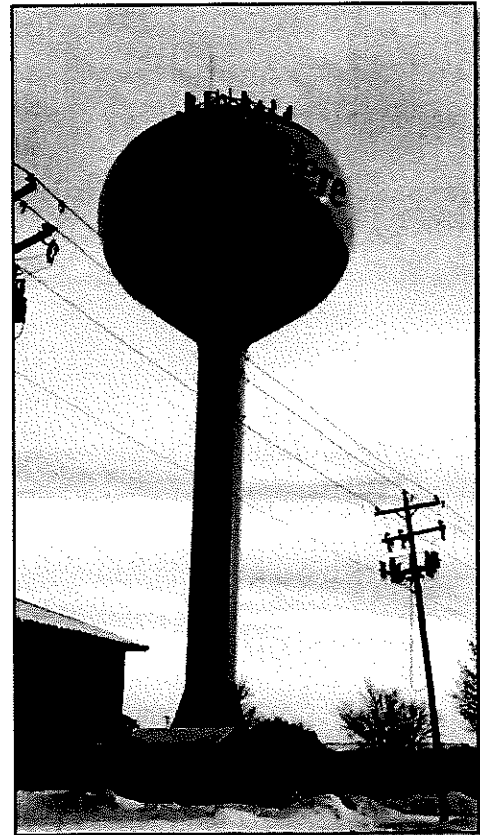
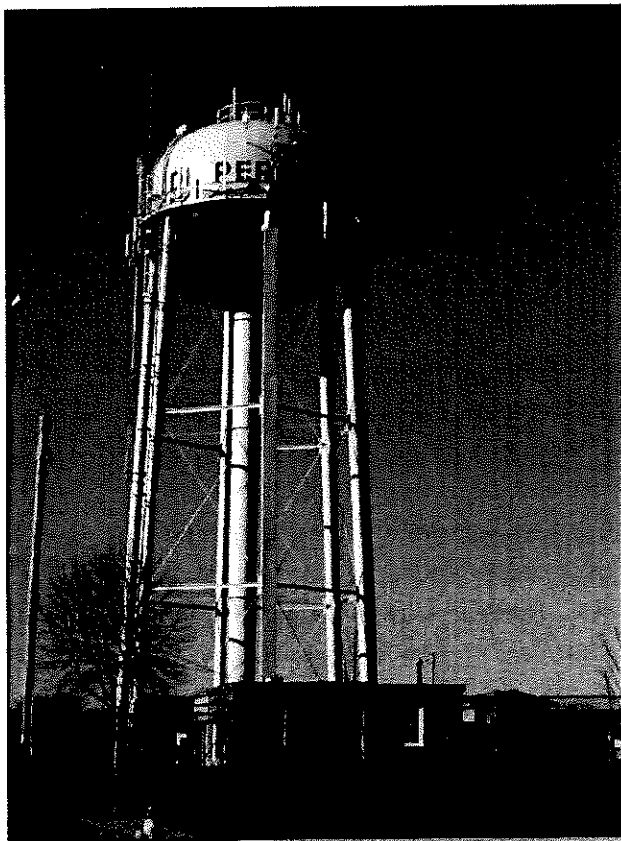


August 5, 2020 (08/05/2020)

SCHEDULE, SCOPE OF WORK, & COST

SUEZ ensures financial stability—providing our many clients with the option to spread the cost of renovations and rehabilitation over an extended period of time. We also offering long-term financial assistance and operational sustainability—as well as the protection of the water assets.

The following section details the schedule, scope of work, and cost associated with the 2020 Water Tower Mixers Project. The schedule has been developed internally by SUEZ. The scope of work has been provided by the City of De Pere in the *RFP* and is detailed on the following pages. The cost has been developed utilizing the *2020 Water Tower Mixer Proposal Sheet* included in the *RFP* and is based on our experience and knowledge of active mixing and TRS systems. This information was evaluated by SUEZ to determine the best method of successfully installing the THM removal solution.



SCHEDULE

SUEZ will begin work once the permitting is both available and approved. The projected schedule for the 2020 Water Tower Mixers Project is as follows:

- Permit Approval & Signed Agreement: Two (2) to Three (3) Weeks
 - *SUEZ will be responsible for the permitting of the 2020 Water Tower Mixers Project*
- Installation Time: Two (2) Work Days per Tank

The installation of the water tower mixers shall be completed by December 1, 2020 (12/01/2020). No work shall be performed prior to 7:00am and shall be completed by 5:00pm. Normal working days shall be Monday – Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays—unless weather issues throughout the work requires for Saturday work. Work on weekends or holidays must be approved by the City.

SCOPE OF WORK (PULLED DIRECTLY FROM THE CITY OF DE PERE'S RFP)

1. Review existing drawings and as-built of water tower and any other pertinent information pertaining to each tower in order to complete the scope of work for the project.
2. Provide submersible water tower mixer for potable water.
 - a. Water tower mixer will completely mix the tower to maintain a consistent water temperature and chlorine residual. In addition, the water tower mixer will completely mix the tower so ice does not form inside the tank during the winter months.
 - b. The water tower mixer will be fully submersible, designed for potable water, and can be installed without tower entry.
 - c. The water tower mixer will operate continuously, all day and all night, using 120 VAC as the power source. The water tower mixer will not have a gearbox and will not require lubrication.
 - d. The water tower mixer will have no visible defects, and have high quality welds, assembly, and corrosion resistant finish.
 - e. The mixer will have a stainless steel cable or retrieval chain.
 - f. The water tower mixer shall be the manufacturer's latest model and design.
 - g. Installation of each water tower mixer shall include any accessories necessary for proper operation of each water tower mixer.
 - h. Installation of each water tower mixer shall include control box and SCADA monitoring system for each water tower mixer.
 - i. Installation of each water tower mixer shall include installation of all electrical necessary for operation of each water tower mixer including any trenching to connection to the City's electrical panel. All electrical work shall meet all State and municipal codes.
 - j. The water tower mixer will be certified to ANSI/NSF Standard 61 and will be compliant with all aspects of the Safe Drinking Water Act (SDWA).
 - k. The manufacturer of the water tower mixer will have extensive experience in the production of such equipment, and the equipment will be manufactured in the United States.
 - l. The water tower mixer will be warranted to be free of defects for a period of five (5) years.



COST

The executed *2020 Water Tower Mixer Proposal Sheet* below has been pulled directly from the City of De Pere's RFP.

City of De Pere Water Utility 2020 Water Tower Mixer Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary for the installation of the water tower mixers to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirement as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per water tower mixer installation to meet said requirements are as follows:

Lump Sum Price for Merrill Street Water Tower Mixer: \$20,824.19

Lump Sum Price for Matthew Water Tower Mixer: \$31,064.52

Total Lump Sum Price for Both Water Tower Mixers: \$51,888.71

SUEZ Advanced Solutions | Utility Service Co., Inc.

Name of Firm

1230 Peachtree Street NE, Atlanta, GA 30309

Address of Firm

(855) 526-4413

Telephone Number

CLIENT REFERENCES

SUEZ has completed over \$600 million in water asset projects over the last five (5) years. Our goal is to provide comprehensive asset management solutions to ensure the long-term success of our many clients, as well as their water system assets. Our expertise in rehabilitation and preventative maintenance extends the usable life of assets and eliminates the risks associated with the run-to-failure approach. Per the requirements of the RFP, we have listed three (3) project references of similar nature in the State of Wisconsin—as well as in the northern region of the US—as follows:

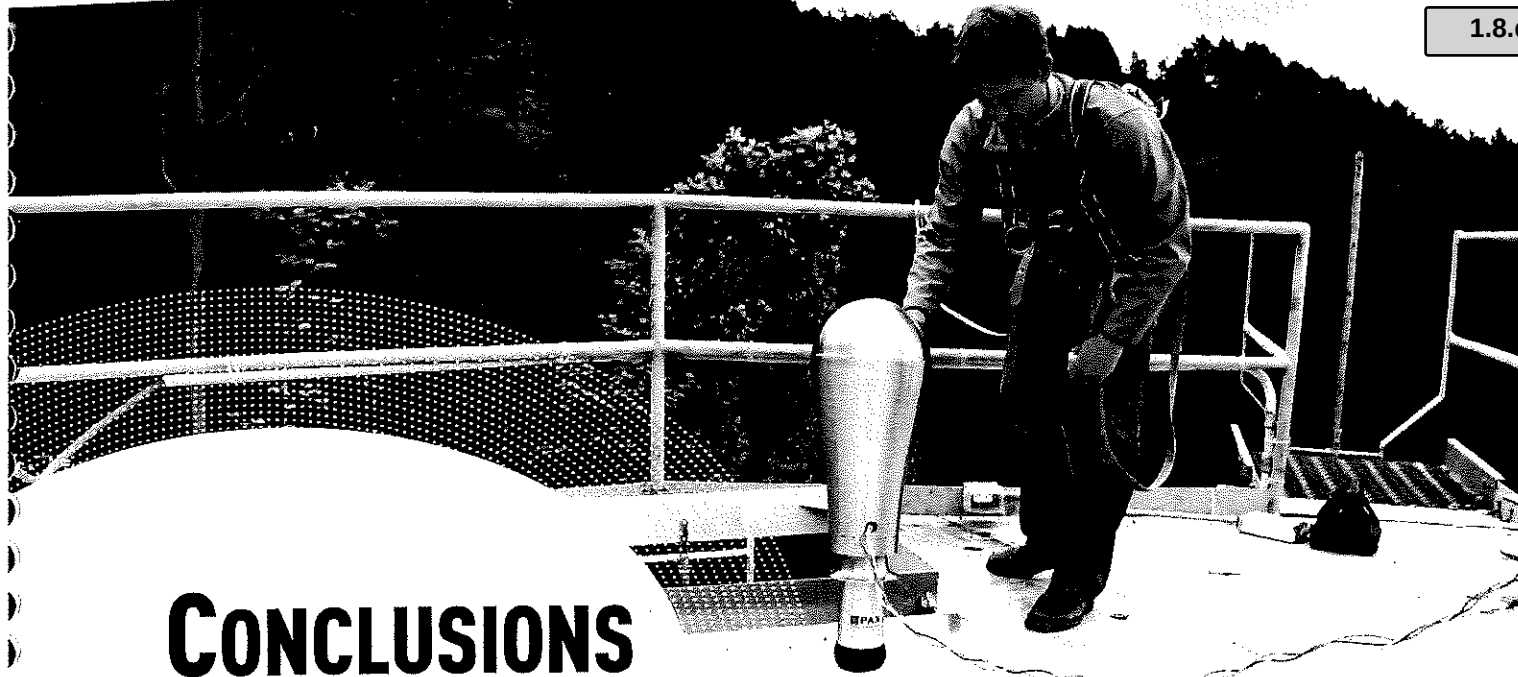
PROJECT REFERENCES (STATE OF WISCONSIN)

TANK OWNER	STATE	CONTACT	PHONE EMAIL	PROJECT SCOPE / SUMMARY
Village of Slinger	WI	Greg Moser	(262) 644-5265 gmoser@vi.slinger.wi.gov	Two (2) Water Towers on SUEZ Tower and Mixer Maintenance Program since 2004
Geneva National Resort & Club	WI	Pat Prah	(262) 949-7715 pat@gnpropertymgmt.com	PAX 100 Mixer installed for freeze protection and water quality
City of Sturgeon Bay	WI	Cliff White	(920) 746-2820 cwhite@wppienergy.org	Member of SUEZ Maintenance Program since 2009

ADDITIONAL PROJECT REFERENCES (NORTH REGION)

TANK OWNER	STATE	CONTACT	PHONE
Municipal Authority of Westmoreland County	PA	Mark Stoner	(724) 755-5882
City of Youngstown	OH	Dan Blakely	(330) 743-5340
City of Warren	OH	Valerie Meyers	(330) 841-2942

- Please refer to the Appendix section for SUEZ's Case Study of the Water Tank Mixing Project conducted for the Municipal Authority of Westmoreland County, PA.



CONCLUSIONS

This *Proposal* describes SUEZ's organizational structure with a focus on the products and services provided to our valued clients—owners and operators of potable water systems. This description acknowledges our people, who—together with the resources available to our valued clients—make our business function.

SUEZ is positioned to provide the City of De Pere with the highest quality mixing system and THM removal solution available. Also, our unique team of experts, resources, and focus on providing the most comprehensive, cost-effective, and sustainable services to our clients have made SUEZ leaders in the asset management and potable water industry. Our programs provide long-term, structured, and financially-sustainable solutions with no unplanned expenditures and provide one (1) source of responsibility for all the services, repairs, and maintenance.

Our team is backed by our parent company—SUEZ Environment—an international leader in the water industry that generated over \$17 billion in revenue in 2015 and invests \$80 million in research and innovation. We are committed to delivering the most innovative, sustainable, and effective asset management solutions to our clients to improve their water systems, assets and the well-being of their communities. Our reputation is built on reliability; our expertise is built on experience. Over 5,000 municipal and industrial clients in the United States trust us to manage and maintain their most important water resources and assets. Together with SUEZ, let us build your comprehensive water management system on a foundation of continuous improvement and innovation.

We look forward to meeting with the City of De Pere in anticipation of discussing our qualifications, competencies, and project details—as well as scheduling visits to our facilities. We welcome any questions or comments—as well as the opportunity to elaborate on our capabilities. Please direct any questions you may have to:

Ms. Jessica Morrison
Water System Consultant (State of Wisconsin)
Phone: (920) 492-0053
Email: jessica.morrison@suez.com

Mr. Paul Schumi
Director of Sales (Great Lakes Region)
Phone: (312) 909-4410
Email: paul.schumi@suez.com

City of De Pere Water Utility 2020 Water Tower Mixer Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary for the installation of the water tower mixers to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirement as specified in this proposal.

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--	---------------------------

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Total Lump Sum Price for Both Water Tower Mixers:	<u>\$51,888.71</u>
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SUEZ Advanced Solutions | Utility Service Co., Inc.

Name of Firm

1230 Peachtree Street NE, Atlanta, GA 30309

Address of Firm

(855) 526-4413

Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: SUEZ Advanced Solutions | Utility Service Co., Inc. and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Paul Schumi

Signature of Bidder

August 5, 2020 (08/05/2020)

Date

Mr. Paul Schumi

Print or Type Name of Bidder

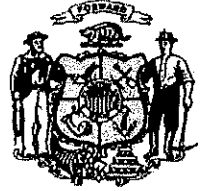
Director of Sales (Great Lakes Region)

Title

Estimated Start Date: Immediately upon Permitting Availability/Approval

Estimated Work Days to Complete: Four (4) Work Days—Two (2) Work Days per Tank

United States of America
 State of Wisconsin
 DEPARTMENT OF FINANCIAL INSTITUTIONS



CERTIFICATE OF AUTHORITY or REGISTRATION

Issued to

U.S.C., INC. (FICT NAME) UTILITY SERVICE CO., INC. (CORP NAME)

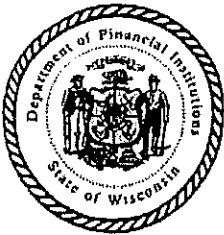
an organization formed under the laws of **GEORGIA**,

authorizing the organization to transact business in this state, effective **December 28, 2001**,

as a

- ☐ Foreign limited liability partnership, under sec. 178.45, Wis. Stats.
- ☐ Foreign limited partnership, under sec. 179.82, Wis. Stats.
- ☒ Foreign corporation, under sec. 180.1503, 180.1504, 181.1503 or 181.1504, Wis. Stats.
- ☐ Foreign limited liability company, under sec. 183.1004 or 183.1006, Wis. Stats.

Date of Issue: **January 7, 2002.**



RAY ALLEN, Administrator
 Division of Corporate & Consumer Services
 Department of Financial Institutions

See reverse for more information

DFI/CORP/22(R 2/00)

Attachment: Exhibit B-Suez Advance Solutions Proposal (9898 : Reso #20-86 approving Water Tower Mixer Proposal from Suez Advanced



CERTIFICATE OF LIABILITY INSURANCE

DATE
07/15/2020

1.8.d

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 POLICY 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 MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07962-1968 Attn: Morristown.CertRequest@marsh.com Fax: 212-948-0979	CONTACT NAME:
	PHONE (A/C, No, Ext): FAX (A/C, No):
CN102425067-USG-UP-20-21	INSURER(S) AFFORDING COVERAGE
	INSURER A: Everest National Insurance Company NAIC 10120
INSURED SUEZ Advanced Solutions Utility Service Co., Inc 1230 Peachtree Street NE Promenade II, Suite 1100 Atlanta, GA 30309	INSURER B: Everest Premier Insurance Company NAIC 16045
	INSURER C: Berkley Assurance Company NAIC 39462
	INSURER D: XL Insurance America, Inc. NAIC 24554
	INSURER E:
	INSURER F:

COVERAGES**CERTIFICATE NUMBER:**

NYC-010926461-01

REVISION NUMBER: 3

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			RM5GL00017-201	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 5,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000 MED EXP (Any one person) \$ 1 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 5,000 PRODUCTS - COMP/OP AGG \$ 5,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			RM5CA00013-201 (AOS) FM5CA00025-201 (MA)	01/01/2020 01/01/2020	01/01/2021 01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			US00097547LJ20A	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 2,000 AGGREGATE \$ 2,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	RM5WC00021-201 (AOS) RM5WC00022-201 (MA, WI) RM5WC00047-201 (FL, ME, NJ)	01/01/2020 01/01/2020 01/01/2020	01/01/2021 01/01/2021 01/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000 E.L. DISEASE - POLICY LIMIT \$ 2,000
C	CONTRACTORS POLLUTION AND ERRORS & OMISSIONS			PCAB-5010601-0120 SIR: \$500,000	01/01/2020	01/01/2021	PER OCCURRENCE: 1,00 AGGREGATE: 1,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 2020 Water Tower Mixers

City of De Pere is included as additional insured (except Workers' Compensation and Professional Liability) but only to the extent required by the underlying written contract with the Named Insured that is place prior to an occurrence giving rise to a loss.

CERTIFICATE HOLDER

City of De Pere
Public Works Department
925 S. Sixth Street
De Pere, WI 54115

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
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org



July 9, 2020

**RE: Request for Proposals
2020 Water Tower Mixers**

The City of De Pere is requesting a proposal from your firm to furnish and install a submersible potable water tower mixer for the City's Matthew water tower and Merrill Street water tower. The installation of the mixer shall include any accessories necessary for the proper operation of each mixer. Installation of the mixer shall also include control box and SCADA monitoring system for each mixer.

Merrill Street Water Tower

The Merrill Street tower is a 250,000 gallon multi-legged steel elevated storage tank that was constructed in 1960. (See picture below) The height of the tower is 121.2 feet and the diameter of the tower is 40 feet.



Matthew Water Tower

The Matthew water tower is a 500,000 gallon– single pedestal spheroid steel tank that was constructed in 1986. The height of the tower is 134.5 feet and the diameter of the tower is 56 feet.



Scope of Work:

1. Review existing drawings and as-built of water tower and any other pertinent information pertaining to each tower in order to complete the scope of work for the project.
2. Provide submersible water tower mixer for potable water.
 - a. Water tower mixer will completely mix the tower to maintain a consistent water temperature and chlorine residual. In addition, the water tower mixer will completely mix the tower so ice does not form inside the tank during the winter months.
 - b. The water tower mixer will be fully submersible, designed for potable water, and can be installed without tower entry.
 - c. The water tower mixer will operate continuously, all day and all night, using 120 VAC as the power source. The water tower mixer will not have a gearbox and will not require lubrication.
 - d. The water tower mixer will have no visible defects, and have high quality welds, assembly, and corrosion resistant finish.
 - e. The mixer will have a stainless steel cable or retrieval chain.
 - f. The water tower mixer shall be the manufacturer's latest model and design.
 - g. Installation of each water tower mixer shall include any accessories necessary for proper operation of each water tower mixer.
 - h. Installation of each water tower mixer shall include control box and SCADA monitoring system for each water tower mixer.
 - i. Installation of each water tower mixer shall include installation of all electrical necessary for operation of each water tower mixer including any trenching to connection to the City's electrical panel. All electrical work shall meet all State and municipal codes.
 - j. The water tower mixer will be certified to ANSI/NSF Standard 61 and will be compliant with all aspects of the Safe Drinking Water Act (SDWA).
 - k. The manufacturer of the water tower mixer will have extensive experience in the production of such equipment, and the equipment will be manufactured in the United States.
 - l. The water tower mixer will be warranted to be free of defects for a period of five (5) years.

3. Installation of the water tower mixer shall meet all requirements of the Wisconsin Department of Natural Resources (WDNR), State Statutes, Municipal codes, or other code requirements
4. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the installation of the water tower mixers.

Hours of Work:

No work shall be performed prior to 7:00 a.m. and shall be completed by 5:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires Saturday work. Work on weekends or holidays must be approved by the City.

Payment:

Payment shall be made when the following conditions have been met:

- 1) The City has inspected and has determined that all the specifications and conditions have been met to the City's satisfaction for the installation of the water tower mixers.
- 2) A detailed invoice is submitted to City for the specific showing which items have been completed.

Schedule:

The installation of the water tower mixers shall be completed by December 1, 2020.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of

each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Property Protection:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling and topsoil, seed, and mulch landscape restoration.

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

- 1) Previous Experience: Past Work on projects of similar or greater magnitude.
- 2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.
- 3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above.
- 4) Schedule: Firm shall submit the number of days to complete the installation of the mixers and the anticipated start date on proposal sheet provided with this proposal to complete all work mentioned above.

Sealed proposals marked "**Water Tower Mixers**" on envelope are to be delivered or mailed to:

Scott J. Thoresen P.E.,
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All sealed proposals shall be received no later to 2:00 PM (CST) on August 5, 2020.

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the respective City Council deems most favorable to the best interest of the City.

If you have any questions regarding this proposal, please contact Eric Zygarlicke at (920) 339-4063.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

City of De Pere Water Utility 2020 Water Tower Mixer Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary for the installation of the water tower mixers to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirement as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per water tower mixer installation to meet said requirements are as follows:

Lump Sum Price for Merrill Street Water Tower Mixer: \$ _____

Lump Sum Price for Matthew Water Tower Mixer: \$ _____

Name of Firm

Address of Firm

Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: _____ and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

Estimated Work Days to Complete: _____

Water Tower Mixer Proposal Summary 8-5-2020

Company Name	Tower	LS
KLM Engineering, Inc.		
	Matthew Street Tower	\$15,899.00
	Merrill Street Tower	\$19,098.00
Suez Advanced Solutions		
	Matthew Street Tower	\$31,064.52
	Merrill Street Tower	\$20,824.19
William Reid LTD		
	Matthew Street Tower	\$29,096.00
	Merrill Street Tower	\$40,644.00

Attachment: 17713 (9898 : Reso #20-86 approving Water Tower Mixer Proposal from Suez Advanced Solutions)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 18, 2020

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #20-87 Approving Memorandum of Understanding With the League of Wisconsin Municipalities (Leaf Collection Study 2020-2023)

The Board of Public Works at the August 10, 2020 meeting approved participation in Leaf Collection Study with Wisconsin League of Municipalities contributing \$1,000 per year (2021, 2022, 2023) for a total amount of \$3,000 and moved to send it to Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso20-87 (DOCX)
- Memorandum of Understanding for Leaf Collection Study -- signed by Jerry (PDF)
- Exhibit A -- 2021-2023 Leaf study objectives (PDF)
- 2020 0810 Participation in Leaf Study (PDF)

RESOLUTION #20-87

APPROVING MEMORANDUM OF UNDERSTANDING WITH THE
LEAGUE OF WISCONSIN MUNICIPALITIES
(Leaf Collection Study 2020-2023)

WHEREAS, the Wisconsin Department of Natural Resources (WDNR) joint studies have shown that frequent removal of leaf litter from street surfaces, before phosphorus leaches into storm water, can reduce phosphorus loading from municipal separate sewer systems (MS4s); and

WHEREAS, the City is desirous to enter into the attached Memorandum of Understanding (MOU) for Leaf Collection Study with the League of Wisconsin Municipalities (League) for cooperative funding to acquire additional data as to the effectiveness of leaf collection practices under a broader range of scenarios than currently described in WDNR guidance to enable more municipalities to claim phosphorus reduction credits under existing leaf collection programs.

WHEREAS, in exchange for financial support of each participating municipality, the League will participate in the study (to be conducted in Madison) for the years 2020-2023 and will provide the final study report to the City upon completion, pursuant to the terms and conditions of attached MOU; and

WHEREAS, this matter has been reviewed by the Board of Public Works which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the attached Memorandum of Understanding for Leaf Collection Study in the City of

Resolution #20-87
Page 2 of 2

Madison for 2020-2023 Between the League of Wisconsin Municipalities
and the City of De Pere, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED THAT:

All City officials, employees, and agents are authorized and directed to
take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of
August, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 8/10/2020



**Memorandum of Understanding for Leaf Collection Study in the
City of Madison for 2020 – 2023
Between the League of Wisconsin Municipalities and
the City of De Pere**

1. Parties

The parties to this MOU are the League of Municipalities (“League”) and the City of De Pere.

2. Background

Many regulated municipal separate storm sewer systems (MS4s) in Wisconsin are subject to Total Maximum Daily Load (TMDL) requirements including reducing total phosphorus (TP) from their MS4 discharge. Studies have identified a variety of sources of phosphorus in urban stormwater including leaf litter from street canopy trees. Previous United States Geological Survey (USGS) and Wisconsin Department of Natural Resources (DNR) joint studies have shown that frequent removal of leaf litter from street surfaces before phosphorus leaches into the storm water can reduce phosphorus loading from MS4 systems.

In 2018, WDNR published new guidance allowing municipalities to claim partial phosphorus reduction credits for leaf collection, provided narrowly defined criteria for the methods of collection are met. The guidance acknowledges that the collection method criteria may be broadened to include additional leaf collection scenarios once more data becomes available from ongoing or future studies.

3. Purpose

The purpose of this Memorandum of Understanding is to identify the scope and benefits of a proposed leaf study (“Project”) so as to justify the City contributing money to help fund this state-wide initiative. The Project will acquire additional data as to the effectiveness of leaf collection practices under a broader range of scenarios than are currently described in the WDNR guidance. The goal is to enable more municipalities to claim phosphorus reduction credits using existing leaf collection programs.

4. Project Location

The Project study will be conducted in the City of Madison.

5. Project Scope

A description of the scope of the Project and associated activities is included in Exhibit A, attached hereto.

6. Project Administration

The League of Municipalities will coordinate the cooperative funding of the Project by various municipal contributors. The Project study will be conducted by the USGS in cooperation with the City of Madison and the WDNR .

7. Project Schedule and Cost

The Project will be conducted over three years. Data will be collected in 2020, 2021 and 2022. The final Study Report will be prepared in 2023. The total cost for the Project over the three years is estimated to be \$143,000. (Contributions from MS4 communities will cover at least \$90,000 of the cost. The USGS and DNR will cover the remainder.)

8. Financial Contributions

The following agencies will participate: USGS; WI League of Municipalities; and the WDNR. Each participating municipality, including the City, will contribute \$1,000 per year for each of three consecutive years (2021, 2022, and 2023) for a total Project contribution from each participating municipality of \$3,000. The League will issue an invoice in January of each year of the Project to each participating municipality. Payment will be due within 30 days of receipt of the invoice.

9. Products and Deliverables

The final study report will be completed by March 1, 2023 and delivered in PDF format to each participating municipality of the Project on or about May 1, 2023.

10. Authorization:

For the City of De Pere:

[Municipal Representative]
[Title]

Date

For League of Wisconsin Municipalities:



Jerry Deschane

Executive Director
League of Wisconsin Municipalities
131 W. Wilson, Suite 505
Madison, WI 53703

July 8, 2020

Date

Exhibit A

Goals and Activities

The primary objective of this project is to quantify changes in nutrient concentrations and load as a result of municipal leaf collection practices compared to no practices. A secondary objective will be to assess the potential impact of leaf management, or lack thereof, to the phosphorus retention capabilities of wet ponds.

Two medium-density residential catchments with high tree canopy in Madison, WI have been selected to quantify the water-quality benefits of leaf management by use of a mechanical broom street cleaner operated at a frequency of once per week. One catchment will serve as the control and will have minimal to no leaf collection. At this level, the intent is to show what would happen if a city did next to nothing. Any leaves that fell in the street would stay there. The second catchment will serve as the test which will measure the response of phosphorus in stormwater after implementation of the municipal leaf collection activity described above.

A water-quality monitoring station will be placed near the outfall in each catchment for collection of water quality and quantity data. Because each outfall drains to an adjacent wet pond, resulting nutrient concentrations will represent both effluent discharged from the study catchment as well as influent to the wet pond. Additional water-quality monitoring stations will be used to measure the quantity and quality of pond effluent. Comparison of concentrations and loads measured in the pond influent and effluent will help inform whether leaf collection and street cleaning programs in the test catchment influence the phosphorus removal efficiency of wet ponds compared to no leaf removal or street cleaning in the control catchment.

Each catchment will be monitored for a period of two years. The first year will serve as a calibration period to develop a quantifiable relationship between the control and test basins. Each catchment will have no leaf control during the calibration period. After the first year, the control catchment will maintain no leaf control while the test catchment will implement the selected leaf collection activity and frequency. Results from water-quality samples will be used to create seasonal regressions for concentrations and loads of nutrients between the control and test basins. If the regressions between the control and test basin changes significantly between the calibration and treatment phases, the difference will be attributed to leaf collection and street cleaning practices. An analysis of covariance will be used to statistically quantify changes in nutrient load due to treatment. Similarly, water-quality data from the influent and effluent of each wet pond will be evaluated to determine if the presence or absence of leaf collection and street cleaning affect nutrient removal efficiency.

Water-quality samples will be collected over a period of two years beginning in October 2020. Each water-quality sample will be composited into a single event-mean concentration. Additional samples will be collected to ensure compliance with normal USGS quality control guidelines. Concentrations of the following constituents will be determined by the Wisconsin State Laboratory of Hygiene:

- Total Suspended Solids
- Total Phosphorus

- Dissolved Phosphorus
- Orthophosphate
- Total Nitrogen
- Dissolved Nitrogen
- pH
- Chloride

Data will be compiled and analyzed by the USGS. All runoff and precipitation data will be stored in the USGS data base and posted on the USGS National Water Information System (NWIS) website as it becomes available.

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works

From: Eric P. Rakers, P.E., City Engineer

Date: August 10, 2020

RE: **Consideration and possible action on Participation in Leaf Collection Study***

The Wisconsin League of Municipalities (League) is conducting a study to analyze the impacts of enhanced leaf collection on phosphorous in storm water. A previous study was completed by the League for phosphorous reduction in storm water related to increased leaf collection. The City participated via funding in this study. The results of the study led to the WDNR allowing municipalities, such as De Pere, to obtain credit for phosphorous reduction in our annual storm water permit.

Background

Many regulated municipal separate storm sewer systems (MS4s) in Wisconsin are subject to Total Maximum Daily Load (TMDL) requirements including reducing total phosphorus (TP) from their MS4 discharge. Studies have identified a variety of sources of phosphorus in urban storm water including leaf litter from street canopy trees. Previous United States Geological Survey (USGS) and Wisconsin Department of Natural Resources (DNR) joint studies have shown that frequent removal of leaf litter from street surfaces before phosphorus leaches into the storm water can reduce phosphorus loading from MS4 systems.

In 2018, WDNR published new guidance allowing municipalities to claim partial phosphorus reduction credits for leaf collection, provided narrowly defined criteria for the methods of collection are met. The guidance acknowledges that the collection method criteria may be broadened to include additional leaf collection scenarios once more data becomes available from ongoing or future studies.

Purpose

The Project will acquire additional data as to the effectiveness of leaf collection practices under a broader range of scenarios than are currently described in the WDNR guidance. The goal is to enable more municipalities to claim phosphorus reduction credits using existing leaf collection programs.

Project Schedule and Cost

The Project will be conducted over three years. Data will be collected in 2020, 2021 and 2022. The final Study Report will be prepared in 2023. The total cost for the Project over the three years is estimated to be \$143,000. (Contributions from MS4 communities will cover at least \$90,000 of the cost. The USGS and DNR will cover the remainder.)

Financial Contributions

The following agencies will participate: USGS; WI League of Municipalities; and the WDNR. Each

participating municipality, including the City, will contribute \$1,000 per year for each of three consecutive years (2021, 2022, and 2023) for a total Project contribution from each participating municipality of \$3,000. The League will issue an invoice in January of each year of the Project to each participating municipality. Payment will be due within 30 days of receipt of the invoice.

Recommendation

Staff recommends approval to participate in the study by contributing \$1,000 per year in 2021, 2022, and 2023. Funding will be from the Engineering Budget for consulting.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 18, 2020

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #20-88 Authorizing Agreement Regarding the Sale and Purchase of Business Park Property Between the City of De Pere and NMW Holdings, LLC (Parcel WD-L179-8)

In April, 2020 the Finance/Personnel Committee unanimously approved the sale, with TID incentives, of WD-L179-8 in the West Business Park for a new Tailwaggers Doggy Daycare facility. (NMW Holding is the LLC created for this new facility.) The site plan for the facility was unanimously approved by the Plan Commission at this July 27, 2020 meeting.

ATTACHMENTS:

- Reso20-88 (DOCX)
- Sale-Purchase Agreement-MNW Holding, LLC (Tailwaggers) Final 8-10-20 (PDF)
- Exhibit A-Subject Property (PDF)
- Exh B - Site Plan with Plan C Conditional Approval (PDF)

RESOLUTION #20-88

AUTHORIZING AGREEMENT REGARDING THE SALE AND PURCHASE OF BUSINESS PARK
PROPERTY BETWEEN THE CITY OF DE PERE AND NMW HOLDING, LLC
(Parcel WD-L179-8)

WHEREAS, NMW Holding, LLC (“Developer”) desires to enter into an agreement to purchase a 4.215 acre parcel (WD-L179-8) located in TID#11 to facilitate a relocation of its full service (non-veterinary) pet care, boarding, grooming and retail facility (“Development Project”); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City has created Tax Increment Financing District No. 11 (the “District”), and the proposed Development Project is consistent with the Project Plan (the “Project Plan”) for the District authorizing the expenditure of funds for the benefit of industrial and other development within the District; and

WHEREAS, Developer’s intended Development Project is consistent with the Project Plan for the District and will be beneficial to the City; and

WHEREAS, Developer’s ability to commence the Development Project is contingent upon the City’s commitment to reimburse significant site development expenses and financial assistance associated with site assembly to Developer pursuant to the terms set forth in the attached Agreement Regarding the Sale and Purchase of Business Park Property Between the City of De Pere and NMW Holding, LLC; and

WHEREAS, City desires to provide such financial assistance and to promote this Development Project; and

Resolution #20-88

Page 2 of 2

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement Regarding the Sale and Purchase of Business Park Property Between the City of De Pere and NMW Holding, LLC, as is attached hereto and incorporated by reference as Exhibit 1, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of August, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 4/14/2020

Attachment: Reso20-88 (9887 : Reso #20-88 Authorizing Sale and Purchase of Business Park Property Between the City of De Pere)

**AGREEMENT REGARDING THE SALE AND PURCHASE OF
BUSINESS PARK PROPERTY BETWEEN THE CITY OF DE PERE
AND NMW HOLDING, LLC
[Parcel WD-L179-8]**

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between the City of De Pere, Wisconsin, a municipal corporation (“City”), and NMW Holding, LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, City owns certain Business Park property within its corporate limits and wishes develop a portion of this Business Park; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City has created Tax Incremental Financing District #11 (TID #11 or District) as and for the benefit of industrial and other development within the District; and

WHEREAS, Developer desires to enter into an agreement to purchase a 4.215 acre parcel (Parcel WD-L179-8) located in TID #11 to construct a facility to relocate its full service (non-veterinary) pet care, boarding, grooming and retail facility (“pet care facility”); and

WHEREAS, Developer’s intended facility construction is consistent with the Project Plan for TID #11 and will be beneficial to the City; and

WHEREAS, allowable project costs under Wis. Stats. §66.1105(2)(f) include, among other things, site assembly cost reimbursement grant incentives, when made pursuant to a signed development agreement; and

WHEREAS, Developer's ability to develop this site for its pet care facility would not be viable and this development would not occur but for the City's commitment to reimburse significant site development expenses associated with site assembly; and

WHEREAS, City desires to provide such financial assistance and to promote this development.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, the undersigned hereby agree as follows:

I. DEFINITIONS

- A. **Assessed Value** means the value placed upon the Building Development as determined pursuant to Wis. Stats. §70.32.
- B. **Building Development** means the real estate and building improvements of a not less than 8,000 square foot building with code appropriate façade materials for Developer's pet care facility. A preliminary site plan for said facility is attached as temporary Exhibit B, which is anticipated to be reviewed at the July 24, 2020 City Plan Commission meeting. Such final site plan as is approved, modified or conditioned by the Plan Commission shall replace temporary Exhibit B. Building Development and Project can be/are used interchangeably herein.
- C. **Certificate of Occupancy** means the certificate issued by the Development Services Department upon completion of the Building Development so as to permit occupancy of the same.

- D. Commence Construction** means physical work at the Subject Property has occurred such that the site is excavated and footing and foundation installation is underway.
- E. Deficit Payment** means payment of the difference between taxes paid on the Assessed Value of the Building Development and those taxes that would have been paid on the Guaranteed Value of the Building Development, as defined in and calculated under Section III.E.3.
- F. District and/or TID #11** means City of De Pere Tax Increment Financing District No. 11. TID #11 is statutorily scheduled to close as of December 31, 2034.
- G. Guaranteed Value** means nine hundred thousand and no/100 dollars (\$900,000.00).
- H. Project** means the building improvement, which together with the real estate, comprise the Building Development.
- I. Project Costs** means those expenditures and costs defined in Wis. Stats. §66.1105(2)(f).
- J. Project Cost Reimbursement Grant** means the Site Assembly Cost Reimbursement Grant described in Section IV.A.
- K. Subject Parcel** means the real property described in paragraph II.A. and Exhibit A.
- L. Substantially Complete or Substantial Completion** means, with respect to the Project or any portion of the Project, that Developer has sufficiently completed

the Project or a portion of the Project so that a Certificate of Occupancy has been issued by the City Development Services Department for the Project. Substantial completion shall occur on or before January 1, 2022.

II. PURCHASE OF REAL ESTATE.

- A. The Subject Parcel.** Developer agrees to purchase, and City agrees to sell, the 4.215 acre parcel of real estate legally described as:

Lot 2, Volume 61 Certified Survey Maps, Page 29 Map Number 8600, Doc. # 2721358, being a part of Lot 1, Volume 26 of Certified Survey Maps Page 26, Map Number 4189, Doc.# 1267366, Part of the Northwest ¼ of the Northwest ¼, Part of Government Lot 4, Section 5 Township 22 North, Range 20 East, City of De Pere, Brown County, Wisconsin

such property being shown on the attached Exhibit A and identified in this Agreement as the "Subject Parcel."

- B. Purchase Price.** The purchase price for the Subject Parcel shall be thirty-five thousand and no/100 dollars (\$35,000.00) per acre, plus each fraction thereof for a total purchase price of one hundred forty-seven thousand five hundred and no/100 dollars ($\$35,000 \times 4.215 = \$147,500.00$). City shall provide Developer with a Site Assembly Cost Reimbursement Grant at closing as set forth in Section IV.A.
- C. Municipal Improvements and Utilities.** The purchase price for the Subject Parcel covers and includes the following municipal improvements: concrete street, curb, gutter, storm sewer [five (5) year event maximum discharge], sanitary

sewer, municipal water, and the following private utility improvements: electric and natural gas services. The purchase price is not intended to and does not cover extension of municipal improvements from their location in City right-of-way onto the Subject Parcel.

The municipal improvements are available and located in American Boulevard right-of-way adjacent to and abutting the Subject Parcel as follows:

- Water main is located along the west side of American Boulevard adjacent to the Subject Parcel;
- Sanitary sewer is located along the easterly side of American Boulevard; and
- Storm Sewer is located along the west side of American Boulevard adjacent to the Subject Parcel.

Developer shall contact the City Engineering Division to determine the location of any lateral exiting for connection to any such municipal improvements.

D. Closing Procedure. Closing shall take place at the City Attorney's Office, De Pere City Hall, 2d Floor, on or before August 31, 2020 unless the Parties agree otherwise in writing. The following shall constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the Subject Parcel, each of which must be satisfied or waived in writing by Developer prior to closing:

- 1. Evidence of Title/Title Defects.** City shall, at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least ten (10) calendar days prior to closing. The commitment shall be for an

owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be marketable. City shall, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.

2. **Closing Costs.** City shall pay all closing costs usually and customarily paid by sellers, including the cost of the title insurance as provided herein.
3. **Conveyance of Title.** City shall convey good title to Developer by good and sufficient warranty deed as of the date of closing, free and clear of liens and encumbrances except the following:
 - a. Municipal and zoning ordinances, provided the same do not restrict or interfere with the intended use of the property.

b. Easements of record, provided the same do not restrict or interfere with the intended use of the property.

c. Obligations contained in this Agreement.

E. Access Prior to Closing. City shall permit Developer access to the Subject Parcel prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to hold City harmless for any and all injury that may occur to Developer, its agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above-referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

F. Environmental Condition of Property. City has forwarded to Developer a Phase I Environmental Site Assessment of the Subject Parcel. At the time of its purchase of the property, City made reasonable inquiries into the use of the property and was informed that during the time of the party's prior ownership, the Subject Parcel was used as farm land. Based on the results of those inquiries and information supplied to date, City represents as follows:

1. Past Use of Property. To the best of its knowledge, no portion of the Subject Parcel has ever been used:

(a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of

the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et seq.

(b) For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.

(c) For the generation, transport, treatment, storage, or disposal of any hazardous waste subject to regulation under Wisconsin Statutes, or 42 U.S.C. 6901, et seq.

(d) For the manufacture, processing, distribution in commerce, use, or disposal of any toxic substance, including, particularly, PCB's and asbestos, subject to regulations under 15 U.S.C. 2601, et seq.

(e) For any underground storage tanks subject to regulation under Wis. Admin. Code Chapter ILHR 10.

(f) For any injection well, dry well, or similar facility subject to regulation pursuant to Wisconsin Statutes, or 42 U.S.C. 300H, et seq.

2. Release of Hazardous Substances. To the best of its knowledge, the City is of the belief that there is no current, nor has there been any past release or substantial threat of release of a hazardous substance, pollutant, or contaminant from or onto the property subject to regulations pursuant to Wisconsin Statutes, or 42 U.S.C. 9601, et seq., or subject to any action that may make the buyer liable in tort under common law, public, or private nuisance action.

3. Threatened or Pending Environmental Litigation. No portion of the Subject Parcel is the subject of threatened or pending investigation, lawsuit or administrative action by any person, forum, governmental body or any entity relating to or arising from any from any manner of circumstances subject to regulation pursuant to any statute, ordinances, or regulations.

- G. Flood plain or wetlands.** The City has not obtained, and under this Agreement is not required to obtain, a shoreland-wetland delineation study for the Subject Parcel and makes no representations regarding wetlands and the Subject Parcel. The Subject Parcel is not currently identified as flood plain under Chapter 15 De Pere Municipal Code.
- H. Provisions to Survive Closing.** The representation provisions of this section shall survive the closing of this transaction.

III. DEVELOPER OBLIGATIONS

A. Plan Commission Site Plan Approval.

- Developer shall take all steps necessary to obtain site plan approval for the Project to enable a construction to commence as provided herein. All terms and conditions of the City Plan Commission approval of the Project site plan as set forth in the Commission approval letter issued by the Development Services Department are incorporated by reference into this Agreement as Exhibit B.

2. The Project shall be constructed in compliance with all City codes, including the City's Building Code and the City's Planning and Development Standards for the Business Park and conditions/ requirements of the City Plan Commission. If the provisions of this paragraph are not complied with, the City may proceed as provided in Section III.C. below.

B. Commencement of Construction and Substantial Completion. Developer shall Commence Construction of the Building Development within six (6) months of Plan Commission site plan approval and be Substantially Completed consistent with the Project Completion requirements of Paragraph III.D.

C. Failure to Commence Construction or Substantially Complete.

1. Notice and Cure. If, in the reasonable discretion of City, Developer has not complied with the provisions of Sections III.A. or B., above, City may, by certified mail under Section VI.D., notify Developer of such failure.
2. Repurchase of Subject Parcel or Return of Project Grant. If after thirty (30) days of mailing of such notice, Developer has still not cured the default, City may, in its sole discretion, either repurchase the property or, require that the Developer return the Site Assembly Cost Reimbursement Grant as follows:

a. If the City determines to repurchase the Subject Property, it is entitled to do so for the price paid for the property, less property assembly reimbursement grants, real property taxes due and liens or judgments of record. The Developer shall, in addition, pay all usual and customary closing costs of a seller of property in Wisconsin. The parties acknowledge that this calculation may result in a payment from Developer to City upon the City's repurchase of the Subject Parcel.

b. If the City repurchases the Subject Parcel, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the subject parcel as a result or consequence of Developer's ownership or construction efforts thereon.

c. If the City determines to not repurchase the Subject Property, Developer, on behalf of its successors and assigns agrees to and shall repay City all Project Reimbursement Grants paid to Developer, plus interest thereon at the statutory rate from the date the Project Reimbursement Grant was made to the date repaid. Should Developer fail to do so within 60 days of City's demand therefore, Developer agrees that City may obtain a Judgment against it for the amount of Project Reimbursement Grants advanced plus said interest.

d. Upon either the repurchase of the Subject Property by City or the repayment of all Project Reimbursement Grant(s), plus said interest, this Agreement shall terminate and the Parties shall have no further obligations to each other except such obligations that expressly survive termination of this Agreement.

3. Force majeure. If Developer is delayed from achieving Substantial Development as required in this Agreement, and as referred to in this paragraph, due to circumstances beyond the reasonable control of Developer, including, but not limited to, epidemic or pandemic, strikes,

Acts of God, or another force majeure event, the rescission and repurchase or return of Site Assembly Cost reimbursement Grant provisions of this sub-paragraph shall be postponed by the period of such delay. Force majeure delays will not extend the applicable effective dates of the Property Valuation Warranties of Section III.E. This provision is intended to be in addition to all other remedies available to the City at law or equity.

D. Substantial Completion. The project shall be sufficiently complete such that a certificate of occupancy has been issued and subject to full Assessed Value as of January 1, 2022, provided that the City has complied with its obligations hereunder.

E. Property Valuation Warranties.

1. Guaranteed Value. Developer warrants that the Guaranteed Value of the Building Development as of January 1, 2022 shall be not less than nine hundred thousand and no/100 Dollars (\$900,000.00). To that end, Developer, for itself and its successors and assigns, hereby waives all right to appeal the Assessed Value of the Building Development, whether to the City Board of Appeals or any other venue, to assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws, the value of the Building Development below the Guaranteed Value

for the duration of TID District #11. If the Assessed Value of the Building Development is less than the Guaranteed Value, Developer, on behalf of itself and its successors and assigns, agree that the Deficit Payment provisions of Section III.E.3 below (“Deficit Payment Calculation”) shall apply.

2. Property to Remain Taxable. For the duration of the life of TID District #11, Developer hereby agrees, for itself and its successors and assigns, that it shall not, without the prior written consent of the City, which consent shall be within the sole discretion of the City, sell or lease any portion of the Development to an entity whereby such sale or lease would cause such portion of the Development to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of Developer’s successors and assigns. Developer further agrees to place a restriction in any deed conveying the Development during the duration of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Development or any portion thereof to become tax exempt. Should the Development nevertheless become tax exempt, Developer, for itself, its successors and assigns, hereby agrees that a Deficit Payment shall then be made by the Owner of the Development in

accordance with the process set out in Section III.E. 3 below (“Deficit Payment Calculation”).

3. Deficit Payment Calculation. Calculations of any Deficit Payment required under this Agreement shall be as follows:

If Assessed Value falls below the Guaranteed Value:

The Assessed Value of the Development shall be subtracted from the Guaranteed Value. The difference shall be multiplied by the mil-rate for all taxing jurisdictions established for each tax year for the west side of De Pere, the product of which shall be the total Deficit Payment, due and payable on or before July 31 of the year due.

If the Deficit Payment is not fully paid by July 31 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

IV. CITY OBLIGATIONS

- A.** City shall provide Developer a Site Assembly Cost Project Reimbursement Grant of ninety thousand and no/100 dollars (\$90,000.00) at the closing on the Subject Property under Section II.
- B.** The City agrees to cooperate in the timely prosecution and granting of applications made by Developers for any certifications, permits or approvals appropriate or necessary for the Project.

V. DEFAULT PROVISIONS

- A. Breach and Cure.** Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. If either

party believes that such provision has been breached, it shall supply the other party with written notice informing the other party that it has thirty (30) days to cure such breach (or such additional time as may be reasonably necessary, provided that the breaching party promptly commences and diligently pursues such cure to completion). If there is no cure of that breach, the party may bring any action available for any remedy provided in law or equity.

B. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this Agreement, in the event that either party fails to perform in compliance with such remedy provision or unreasonably delays in performing thereunder and such delay or failure causes damage to the other party, nothing in this Agreement shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VI. MISCELLANEOUS

A. Obligations to run with the land. The obligations contained herein shall run with the land and are binding on all subsequent owners of the Subject Parcel as applicable. This Agreement and any Amendment thereto shall be recorded by City with the office of the Brown County Register of Deeds.

B. Assignment. Neither party may assign this agreement except upon prior written consent thereof, including acknowledgement by the assignee of the obligations contained in this agreement and consent to the same.

C. Contractual Interpretation. The paragraphs headed by Roman Numerals in this contract are referred to as Sections and are intended to include, as categories thereunder, lettered paragraphs. The lettered paragraphs of this Agreement are to be referred to as paragraphs and the numbered paragraphs, subparagraphs. The Section, paragraph, and subparagraph headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.

D. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark

1. If to Developer:
NMW Holding, LLC
Attn: Dave R. Wagner
5063 W. Century Farm Blvd.
Appleton, WI 54913-8534

With a copy to:
 McCarty Law LLP
 Attn: Scott C. Barr
 2401 East Enterprise Avenue
 Appleton WI 54913

2. If to City:
 City of De Pere
 Attn: City Clerk
 335 South Broadway Street
 De Pere, WI 54115

With a copy to:
 City of De Pere
 Attn: City Administrator
 335 South Broadway Street
 De Pere, WI 54115

E. Law Governing. This agreement shall be construed in accordance with the laws of the State of Wisconsin.

F. Entire Agreement. This Agreement contains all agreements, terms, covenants, conditions, warranties, and a representation made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

By:

Print Name:
Title:

Personally came before me this ____ day of _____, 2020, the above above named David R. Wagner known as the person who executed the foregoing instrument and acknowledged the same.

Drafted by: Judith Schmidt-Lehman

By:

Carey E. Danen, City Clerk

Personally came before me this ____ day of _____, 2020, the named James G. Boyd, Mayor and Carey E. Danen, City Clerk, known as the persons who executed the foregoing instrument and acknowledged the same.

Notary Public:
My Commission expires:

Exhibit A		E DR				
		WD-1440	WD-1441	WD-1442	WD-1163	
21,220 SF	21,149 SF	21,149 SF	21,149 SF	21,149 SF	21,149 SF	
1591205 7,608	WD-00045-2 24,300 SF	WD-1446 226248-58 20,768 SF	WD-1445 226248-58 20,768 SF	WD-1444 226248-58 20,768 SF	WD-1443 226248-58 20,768 SF	WD-1162 226248-58 24,387 SF

A diagram of a rectangular prism. The front face is a rectangle with a height of 1709448 (in green) and a width of 34.591 AC (in magenta). The depth of the prism is 1.10.c (in black), indicated by a dimension line extending from the front face to the back face. The prism is shown in a perspective view, with the top and bottom faces also visible.

Attachment: Exhibit A-Subject Property (9887 : Reso #20-88 Authorizing Sale and Purchase of Business Park Property Between the

WD-L179-8
1839011
183,593 SF

Subject Parcel

WD-1451 2,6248-58 26,1749 SF	WD-1450 2,6248-58 26,1749 SF	WD-1449 2,6248-58 26,1749 SF	WD-1448 2,6248-58 26,1819 SF	FOX POINT CT	WD-1447 17,893123 27,8899 SF	WD-1446 2,6248-58 26,1749 SF	
WD-2043 17,931123 18,9277 SF	WD-2044 17,931123 18,9344 SF	WD-2045 17,931123 17,7381 SF	WD-2046 17,931123 18,3722 SF		WD-2047 17,931123 18,9299 SF	WD-2048 17,931123 18,7361 SF	WD-1543 2,6155-51 18,9617 SF
						WD-2049 17,931123 24,1211 SF	WD-1544 2,6155-51 24,9161 SF
WD-2053	WD-2052 17,931123 18,1541 SF	WD-2061 17,931123 18,9481 SF	WD-2060 17,931123 21,9481 SF		WD-1545 2,6155-51 25,9581 SF		

An aerial photograph of a rural area with several large land parcels outlined in black. The parcels are labeled with white text indicating their identification number, acreage, and owner name. A road, labeled "HATHBRIDGE RD", runs diagonally across the upper portion of the map. The parcels are colored in shades of tan and light green.

WD-2055
1763123
22.537 SF

WD-2054
1763123
20.781 SF

1763123
19.818 SF

17,282 SF

HATHBRIDGE RD

WD-1622
1589531
68,747 SF

WD-1621
1589531
88,616 SF

WD-1620
1589531
145,541 SF

D-1623
1589531
9,652 SF

1589531
64,960 SF

AMERICAN BLVD

WD-1378
1956363
99,264 SF

WD-1375
2396560
185,767 SF

BUILDERS BLVD

WD-1374
159,1925
93,082 SF

WD-1138
159,1925
391,576 SF

This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map. 7/8/20

WD-1138

WD-L179-4
183,901
119,081 SF

WD-L179-3
312,037
246,232 SF

VAC IN 276

Business Park Property Between

176
85
SF

WD-L179-7
2174930
233,907 SF

129,127 SF

19887 : Reso #20-88 Authoriz

The map shows a residential area with several lots. The green-shaded area is located between Wilson Ln and a diagonal street. The lots are labeled with their addresses and square footages:

- 1010115 (200916)
- WD-1348 (1714673, 42,283 SF)
- WD-1347 (1714672, 28,124 SF)
- WD-1346 (1714671, 16,114 SF)
- WD-1424 (1714670, 14,114 SF)
- WD-1345 (1714669, 14,114 SF)
- 1010114 (200915)
- 1010113 (200914)
- 1010112 (200913)
- 1010111 (200912)
- 1010110 (200911)
- 1010109 (200910)
- 1010108 (200909)
- 1010107 (200908)
- 1010106 (200907)
- 1010105 (200906)
- 1010104 (200905)
- 1010103 (200904)
- 1010102 (200903)
- 1010101 (200902)
- 1010100 (200901)
- 1010099 (200899)
- 1010098 (200898)
- 1010097 (200897)
- 1010096 (200896)
- 1010095 (200895)
- 1010094 (200894)
- 1010093 (200893)
- 1010092 (200892)
- 1010091 (200891)
- 1010090 (200890)
- 1010089 (200889)
- 1010088 (200888)
- 1010087 (200887)
- 1010086 (200886)
- 1010085 (200885)
- 1010084 (200884)
- 1010083 (200883)
- 1010082 (200882)
- 1010081 (200881)
- 1010080 (200880)
- 1010079 (200879)
- 1010078 (200878)
- 1010077 (200877)
- 1010076 (200876)
- 1010075 (200875)
- 1010074 (200874)
- 1010073 (200873)
- 1010072 (200872)
- 1010071 (200871)
- 1010070 (200870)
- 1010069 (200869)
- 1010068 (200868)
- 1010067 (200867)
- 1010066 (200866)
- 1010065 (200865)
- 1010064 (200864)
- 1010063 (200863)
- 1010062 (200862)
- 1010061 (200861)
- 1010060 (200860)
- 1010059 (200859)
- 1010058 (200858)
- 1010057 (200857)
- 1010056 (200856)
- 1010055 (200855)
- 1010054 (200854)
- 1010053 (200853)
- 1010052 (200852)
- 1010051 (200851)
- 1010050 (200850)
- 1010049 (200849)
- 1010048 (200848)
- 1010047 (200847)
- 1010046 (200846)
- 1010045 (200845)
- 1010044 (200844)
- 1010043 (200843)
- 1010042 (200842)
- 1010041 (200841)
- 1010040 (200840)
- 1010039 (200839)
- 1010038 (200838)
- 1010037 (200837)
- 1010036 (200836)
- 1010035 (200835)
- 1010034 (200834)
- 1010033 (200833)
- 1010032 (200832)
- 1010031 (200831)
- 1010030 (200830)
- 1010029 (200829)
- 1010028 (200828)
- 1010027 (200827)
- 1010026 (200826)
- 1010025 (200825)
- 1010024 (200824)
- 1010023 (200823)
- 1010022 (200822)
- 1010021 (200821)
- 1010020 (200820)
- 1010019 (200819)
- 1010018 (200818)
- 1010017 (200817)
- 1010016 (200816)
- 1010015 (200815)
- 1010014 (200814)
- 1010013 (200813)
- 1010012 (200812)
- 1010011 (200811)
- 1010010 (200810)
- 1010009 (200809)
- 1010008 (200808)
- 1010007 (200807)
- 1010006 (200806)
- 1010005 (200805)
- 1010004 (200804)
- 1010003 (200803)
- 1010002 (200802)
- 1010001 (200801)
- 1010000 (200800)
- 1009999 (200799)
- 1009998 (200798)
- 1009997 (200797)
- 1009996 (200796)
- 1009995 (200795)
- 1009994 (200794)
- 1009993 (200793)
- 1009992 (200792)
- 1009991 (200791)
- 1009990 (200790)
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- 1009988 (200788)
- 1009987 (200787)
- 1009986 (200786)
- 1009985 (200785)
- 1009984 (200784)
- 1009983 (200783)
- 1009982 (200782)
- 1009981 (200781)
- 1009980 (200780)
- 1009979 (200779)
- 1009978 (200778)
- 1009977 (200777)
- 1009976 (200776)
- 1009975 (200775)
- 1009974 (200774)
- 1009973 (200773)
- 1009972 (200772)
- 1009971 (200771)
- 1009970 (200770)
- 1009969 (200769)
- 1009968 (200768)
- 1009967 (200767)
- 1009966 (200766)
- 1009965 (200765)
- 1009964 (200764)
- 1009963 (200763)
- 1009962 (200762)
- 1009961 (200761)
- 1009960 (200760)
- 1009959 (200759)
- 1009958 (200758)
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- 1009956 (200756)
- 1009955 (200755)
- 1009954 (200754)
- 1009953 (200753)
- 1009952 (200752)
- 1009951 (200751)
- 1009950 (200750)
- 1009949 (200749)
- 1009948 (200748)
- 1009947 (200747)
- 1009946 (200746)
- 1009945 (200745)
- 1009944 (200744)
- 1009943 (200743)
- 1009942 (200742)
- 1009941 (200741)
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- 1009933 (200733)
- 1009932 (200732)
- 1009931 (200731)
- 1009930 (200730)
- 1009929 (200729)
- 1009928 (200728)
- 1009927 (200727)
- 1009926 (200726)
- 1009925 (200725)
- 1009924 (200724)

Map of the Prairie Flow area. The map shows several lots with their addresses and names. The lots are arranged in a grid-like pattern. The lots are labeled as follows:

- WD-D0105 (0.357, 200523, 100523, 100523)
- WD-1024 (100523, 100523)
- WD-1075 (100523, 100523)
- WD-1016 (100523, 100523)
- WD-1017 (100523, 100523)
- WD-1025 (100523, 100523)
- WD-1026 (100523, 100523)
- WD-1027 (100523, 100523)
- WD-1028 (100523, 100523)
- WD-1029 (100523, 100523)
- WD-1030 (100523, 100523)
- WD-1031 (100523, 100523)
- WD-1032 (100523, 100523)
- WD-1033 (100523, 100523)
- WD-1034 (100523, 100523)
- WD-1035 (100523, 100523)
- WD-1036 (100523, 100523)
- WD-1037 (100523, 100523)
- WD-1038 (100523, 100523)
- WD-1039 (100523, 100523)
- WD-1040 (100523, 100523)
- WD-1041 (100523, 100523)
- WD-1042 (100523, 100523)
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- WD-1046 (100523, 100523)
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- WD-1057 (100523, 100523)
- WD-1058 (100523, 100523)
- WD-1059 (100523, 100523)
- WD-1060 (100523, 100523)
- WD-1061 (100523, 100523)
- WD-1062 (100523, 100523)
- WD-1063 (100523, 100523)
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- WD-1065 (100523, 100523)
- WD-1066 (100523, 100523)
- WD-1067 (100523, 100523)
- WD-1068 (100523, 100523)
- WD-1069 (100523, 100523)
- WD-1070 (100523, 100523)
- WD-1071 (100523, 100523)
- WD-1072 (100523, 100523)
- WD-1073 (100523, 100523)
- WD-1074 (100523, 100523)
- WD-1075 (100523, 100523)
- WD-1076 (100523, 100523)
- WD-1077 (100523, 100523)
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- WD-1079 (100523, 100523)
- WD-1080 (100523, 100523)
- WD-1081 (100523, 100523)
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- WD-1089 (100523, 100523)
- WD-1090 (100523, 100523)
- WD-1091 (100523, 100523)
- WD-1092 (100523, 100523)
- WD-1093 (100523, 100523)
- WD-1094 (100523, 100523)
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- WD-1096 (100523, 100523)
- WD-1097 (100523, 100523)
- WD-1098 (100523, 100523)
- WD-1099 (100523, 100523)
- WD-1100 (100523, 100523)
- WD-1101 (100523, 100523)
- WD-1102 (100523, 100523)
- WD-1103 (100523, 100523)
- WD-1104 (100523, 100523)
- WD-1105 (100523, 100523)
- WD-1106 (100523, 100523)
- WD-1107 (100523, 100523)
- WD-1108 (100523, 100523)
- WD-1109 (100523, 100523)
- WD-1110 (100523, 100523)
- WD-1111 (100523, 100523)
- WD-1112 (100523, 100523)
- WD-1113 (100523, 100523)
- WD-1114 (100523, 100523)
- WD-1115 (100523, 100523)
- WD-1116 (100523, 100523)
- WD-1117 (100523, 100523)
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- WD-1119 (100523, 100523)
- WD-1120 (100523, 100523)
- WD-1121 (100523, 100523)
- WD-1122 (100523, 100523)
- WD-1123 (100523, 100523)
- WD-1124 (100523, 100523)
- WD-1125 (100523, 100523)
- WD-1126 (100523, 100523)
- WD-1127 (100523, 100523)
- WD-1128 (100523, 100523)
- WD-1129 (100523, 100523)
- WD-1130 (100523, 100523)
- WD-1131 (100523, 100523)
- WD-1132 (100523, 100523)
- WD-1133 (100523, 100523)
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- WD-1166 (100523, 100523)
- WD-1167 (100523, 100523)
- WD-1168 (100523, 100523)

Packet Pg. 117

CITY OF DE PERE

335 South Broadway, De Pere, WI 54115 | www.de-pere.org



July 28, 2020

Brad Trembl
Robert E Lee & Associates INC
1250 Centennial Centre BL
Hobart, WI 54155

RE: Site Plan Review for project a new pet day care facility at 2140 American BL
(Parcel WD-L179-8)

Dear Mr. Trembl:

Thank you for the site plan application for Tailwaggers for a new pet daycare facility, located at 2140 American BL. The City of De Pere Plan Commission reviewed the site plan application on 7/27/20 and recommended conditional approval, subject to compliance with the comments outlined on the attachment.

Please prepare a site plan resubmittal that addresses the attached conditions. The resubmittal should be sent to myself and must include digital PDF files of all drawings, one full size set, and one 11x17 set.

The final site plan will not be formally approved, and no permits will be issued, until all of the conditions have been satisfied and the City has issued a final site plan approval memo. Approval by Common Council is not required for this site plan.

Should you have any questions regarding the decision or require further information, feel free to contact me at 339-4043 or pschleinz@mail.de-pere.org.

Sincerely,

Peter Schleinz
Senior Planner | Zoning Administrator

cc: Daniel J. Lindstrom, AICP, Development Services Director
Dennis Jensen, Senior Building Inspector

ATTACHMENT: Plan Commission Comments and Conditions of Approval

Engineering:

1. Sheet 1: Water/Sanitary/Storm Sewer contact number for the City of De Pere is 920-339-4061 not 920-339-8076.
2. Sheet 1: Show existing gas and communication lines running in right-of-way.
3. Sheet 2: Include pavement markings and/or signage at northern driveway to indicate it is right-in, right-out only.
4. Sheet 2: Update curb cut notes to be the following: "Provide hydraulic, profile curb cut per City of De Pere Standards."
5. Sheet 2: Specify 4-inch wide pavement marking.
6. Sheet 3: Add Note "6. 2-inch water tap to be coordinated with City of De Pere Water Department at 920-339-4063."
7. Sheet 3: Add Note "7. Contact City of De Pere Engineering at 920-339-4061 to schedule sewer connection inspections."
8. Sheet 3: Provide apron end walls at the two culverts as well.
9. Sheet 5: Show stockpile location and protection around stockpiled materials.
10. Sheet 5: Inlet protection should be specified as TYPE D.
11. Sheet 5: Provide WisDNR soil loss sediment discharge calculations and corresponding map.
12. Prior to obtaining occupancy permits:
 - a. Sheet C: Provide property address in site plan.
 - b. Sheet C: Provide property address in border template on all sheets once known.
 - c. Sheet 2: There is a 3 square foot difference in site area when all the areas are summed up and compared to the total area.
 - d. Sheet 2: Knox Box location is coordinated with the City, not Village.
 - e. Sheet 2: Typo of "Enclosure" for trash enclosure.
 - f. Sheet 3: Identify the water meter size for the site.
 - g. Sheet 4: Eliminate duplicate erosion control notes. This is not the erosion control sheet.
 - h. Sheet 5: Lot two information is shown twice atop one another to south of the site.

Fire: None.

Health: None.

Forestry: None.

1. Sheet L2: The planting details are outdated and should be updated to reflect WDNR recommendations.

Planning:

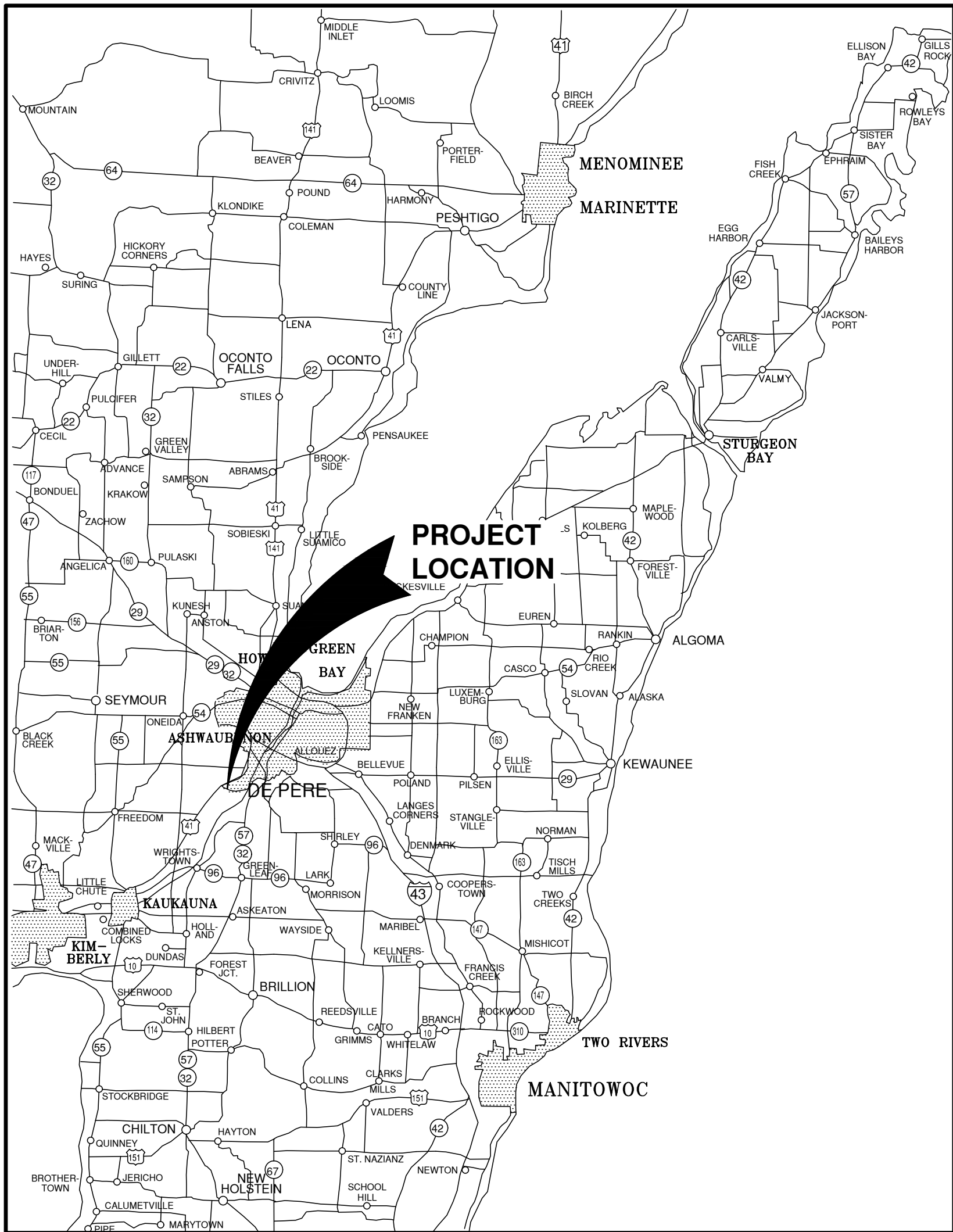
1. Sheet A1.1: Maximum building height of 22' appears appropriate, but requires review by Plan Commission in the I-B-1 District.
2. Sheet A1.1: Correct the elevation labels; north and south elevations are backwards.
3. Sheet A1.1: The utility area is missing from the north, south and west elevations.
4. Sheets 2, A1.0, A1.1: Provide a clarified scaled elevation for the dumpster enclosure gates. Sheet 2 identifies a 10' cedar gate on the south side only, Sheet A1.0 identifies that there appears to be an inappropriate gate on the west side, and Sheet A1.1 identifies a chain link gate in the east elevation with no dumpster at all in the north, south and west elevation.
5. Sheet L2: Add landscaping to the west side of the dumpster, similar to what is on the south side.
6. Sheet A1.1: The site plan references two wall signs on the front (east) façade. Only one wall sign is permitted per business. For one business at this site the wall cannot be more than 117 square feet in size; if there are two businesses then the square footage is split based on linear frontage. If there are other sign types on the site plan, the type and location must be identified. A separate sign permit review/approval is required through the Inspection Department.
7. Subject to the successful acquisition of land ownership from the City.

Inspection:

1. DPMC Chapter 42 Soil Erosion Control – The site is more than one acre. WDNR/NOI permit is required. Soil erosion control shall be implemented 24 hours after site disturbance. All soil erosion control shall be maintained, inspected, accurate records maintained on a weekly basis and properly repaired and inspected after a precipitation event.
2. Signage to the building and/or site requires a separate review prior to a sign permit being issued.
3. IBC 1111.1/111.2 Signs - Provide accessible parking signage at accessible parking spaces and passenger loading zones. The bottom edge of accessible parking signs must be located 60 inches minimum above the level of the parking space.

DE PERE TAILWAGGERS DOGGY DAYCARE FOR FOX CITIES BUILDERS CITY OF DE PERE, BROWN COUNTY, WISCONSIN

ATTENTION!
DOWNLOADED PLANS ARE NOT SCALEABLE, NEITHER THE OWNER OR THE ENGINEER SHALL BE HELD RESPONSIBLE FOR THE SCALE OR PRINT QUALITY OF DOWNLOADED PLANS. ONLY PRINTED PLANS FROM BLUE PRINT SERVICE CO., INC. SHALL BE CONSIDERED TO BE SCALEABLE PLANS.



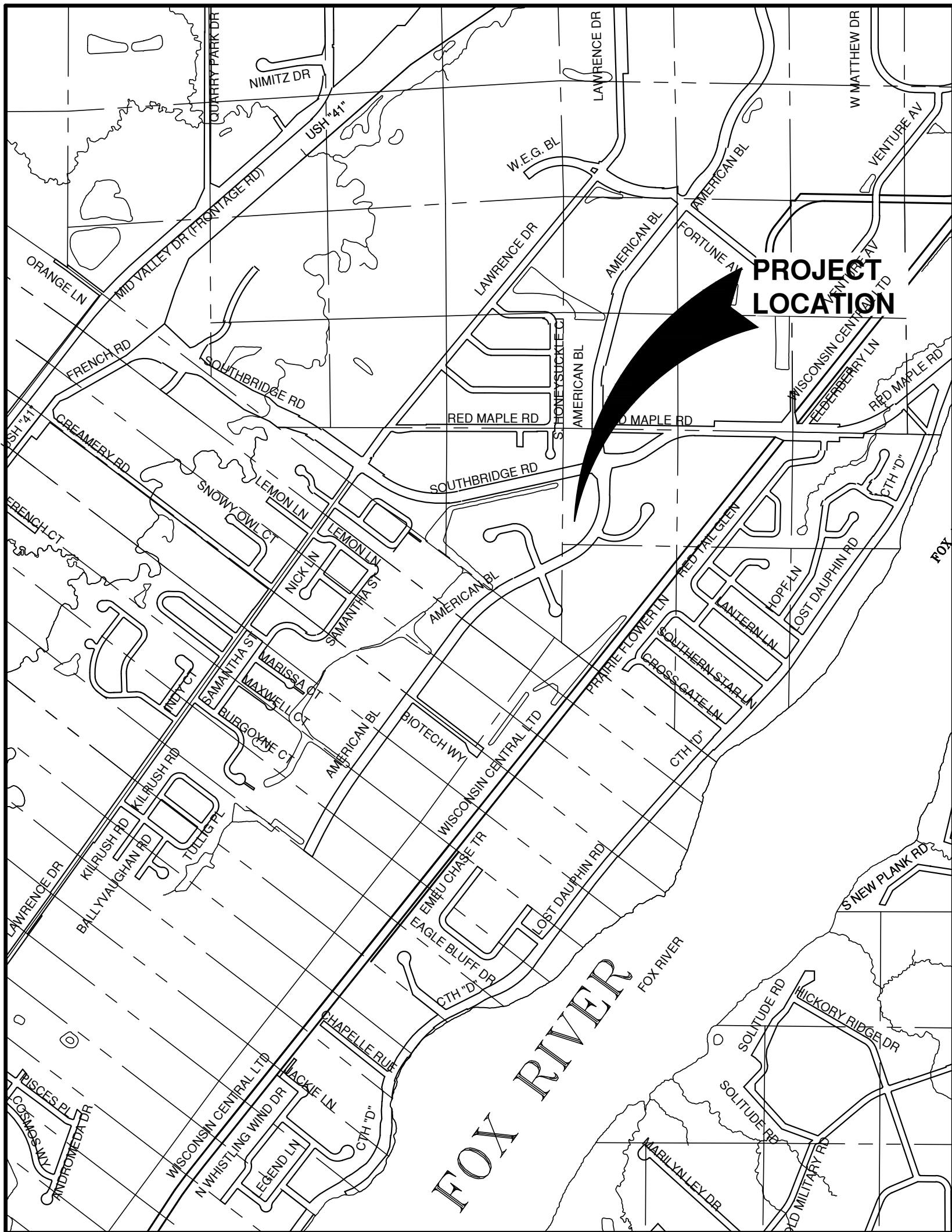
VICINITY MAP

NOTE:
EXISTING UTILITIES SHOWN ON PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES, WHETHER SHOWN OR NOT, FROM THE OWNERS OF THE RESPECTIVE UTILITIES. ALL UTILITY OWNERS SHALL BE NOTIFIED FOR LOCATES BY THE CONTRACTOR 72 HOURS PRIOR TO EXCAVATION.

NOTE:
ALL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO CONSTRUCTION AND SHALL CONFORM TO THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONSTRUCTION SITE EROSION CONTROL AND TECHNICAL STANDARDS.

INDEX TO DRAWINGS

SHT. NO.	DESCRIPTION
C	LOCATION MAPS AND INDEX TO DRAWINGS
1	EXISTING SITE CONDITIONS
2	SITE PLAN
3	UTILITY PLAN
4	GRADING PLAN
5	EROSION CONTROL PLAN
6	MISCELLANEOUS DETAILS
7	EROSION CONTROL - INLET PROTECTION TYPES A, B, C AND D
8	EROSION CONTROL - INLET PROTECTION TYPE D-HR AND TYPE D-M
9	EROSION CONTROL - DITCH CHECK DETAILS
10	EROSION CONTROL - SHEET FLOW DETAILS
11	EROSION CONTROL - TRACKOUT CONTROL PRACTICES
L1	LANDSCAPE PLAN
L2	LIGHTING PLAN



LOCATION MAP

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN BLT	DE PERE TAILWAGGERS DOGGY DAYCARE FOR FOX CITIES BUILDERS CITY OF DE PERE BROWN COUNTY , WISCONSIN	DATE 03/04/20	FILE COVER	JOB NO. 6011009	SHEET NO. C
								CHECKED AJS					
								DESIGNED BLT					

UTILITY INFORMATION:

UTILITIES PRESENT:
CITY OF DE PERE DEPARTMENT OF PUBLIC WORKS, CENTRAL BROWN COUNTY WATER AUTHORITY, GREEN BAY METROPOLITAN SEWER DISTRICT, WISCONSIN PUBLIC SERVICE CORPORATION, AT & T, TIME WARNER CABLE AND NET LEC.

UTILITIES SHOWN ON THIS MAP ARE BASED ON LOCATES FROM:

DIGGER'S HOTLINE TICKETS NUMBERED 20191502436 AND 20191502440, BOTH DATED 04-16-2020, VISIBLE OBSERVATION AND RECORD UTILITY PLAN DOCUMENTS. UTILITY LINE LOCATIONS SHOULD BE VERIFIED PRIOR TO ANY DIGGING. THIS SITE MAY CONTAIN BURIED UTILITIES NOT IDENTIFIED ON THIS MAP.

DIGGERS HOTLINE = 1-800-242-8511

WATER/SANITARY/STORM SEWER:
DEPARTMENT OF PUBLIC WORKS
CITY OF DE PERE
925 SIXTH ST.
DE PERE, WI 54155

WATER:
CENTRAL BROWN CO.
WATER AUTHORITY
3100 EATON RD
BELLEVUE, WI 54311

SANITARY SEWER:
GBMSD
2231 N. QUINCY ST.
GREEN BAY, WI 54302

GAS & ELECTRIC:
WISCONSIN PUBLIC SERVICE CORP.
700 N. ADAMS ST.
GREEN BAY, WI 54307

(920) 339-8076

(920) 884-1077

(920)432-4893

(800) 797-7434

TELECOMMUNICATIONS:
AT & T / SBC
205 S. JEFFERSON ST.
GREEN BAY, WI 54301

TELECOMMUNICATIONS:
TIME WARNER CABLE
2580 W. MASON ST.
GREEN BAY, WI 54303

TELECOMMUNICATIONS:
NET LEC / NSIGHT / CELLCOM
C/O MI TECH SERVICES
1700 INDUSTRIAL DR.
GREEN BAY, WI 54302

(920) 433-4147

(920) 944-1581

(920) 288-8908



TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

WIS. STATUTE 182.0175 (1974)
REQUIRES MIN. OF 3 WORK DAYS
NOTICE BEFORE YOU EXCAVATE.

CONTRACTOR INFORMATION:

FOX CITIES BUILDERS
N7315 CTH "Y"
SEYMOUR, WI 54165

920-595-0345

CONTACT: JEREMY NOLL

OWNER INFORMATION:

DAVID WAGNER
5063 WEST CENTURY BLVD
APPLETON, WI 54913

920-251-4395

BENCHMARK		
BENCHMARK ESTABLISHED BY: ROBERT E. LEE & ASSOCIATES, INC.		
FIELD VERIFY BENCHMARKS FOR ACCURACY.		
NO.	DESCRIPTION	EL.
1	FLAG BOLT ON HYDRANT	EL. 837.72

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C2	731.60	679.30	61.71	N32° 29' 45"E	696.75
C1	731.60	679.30	61.71	N32° 29' 45"E	696.75

LEGEND

- FIRE HYDRANT
- WATER VALVE/CURB STOP
- WATER MANHOLE
- REDUCER/INCREASER
- SANITARY MANHOLE
- AIR RELIEF MANHOLE
- STORM MANHOLE
- OPEN STORM MANHOLE
- STORM INLET
- STORM INLET MANHOLE
- TANK COVER
- SOIL BORING
- POST
- IRON PIPE/ROD
- PK NAIL
- POWER POLE
- POWER POLE W/GUY WIRE
- LIGHT POLE
- TRAFFIC SIGNAL POLE
- ELECTRIC MANHOLE
- ELECTRIC METER
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- CABLE TV MANHOLE
- CABLE TV PEDESTAL
- GAS VALVE
- GAS METER
- MAILBOX
- SIGN
- BOLLARD
- DECIDUOUS TREE
- CONIFEROUS TREE
- BUSH
- RIP RAP
- CULVERT
- WETLANDS
- HANDICAP PARKING

EDGE OF ASPHALT

EDGE OF GRAVEL

CURB & GUTTER

TREE/BRUSH LINE

CONTOUR LINE

RETAINING WALL

GUARD RAIL

FENCE

SANITARY SEWER (SIZE NOTED)

FORCE MAIN (SIZE NOTED)

STORM SEWER (SIZE NOTED)

WATERMAIN (SIZE NOTED)

GAS LINE

OVERHEAD TELEPHONE LINE

UNDERGROUND TELEPHONE LINE

OVERHEAD ELECTRIC LINE

UNDERGROUND ELECTRIC LINE

OVERHEAD CABLE TV LINE

CABLE TV LINE

FIBER OPTIC LINE

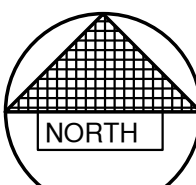
R/W LINE

PROPERTY LINE

EASEMENT LINE

BUILDING SETBACK LINE

SECTION LINE



0' 30' 60'
SCALE IN FEET

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN
								BLT
								CHECKED
								BBB
								DESIGNED
								CCC

DE PERE TAILWAGGERS DOGGY DAYCARE
FOR FOX CITIES BUILDERS
CITY OF DE PERE
BROWN COUNTY, WISCONSIN

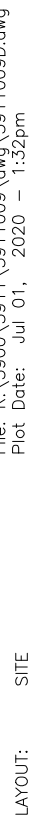
EXISTING CONDITIONS

DATE	03/2020
FILE	5911009T
JOB NO.	5911009



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1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155
920-662-9641 www.releinc.com

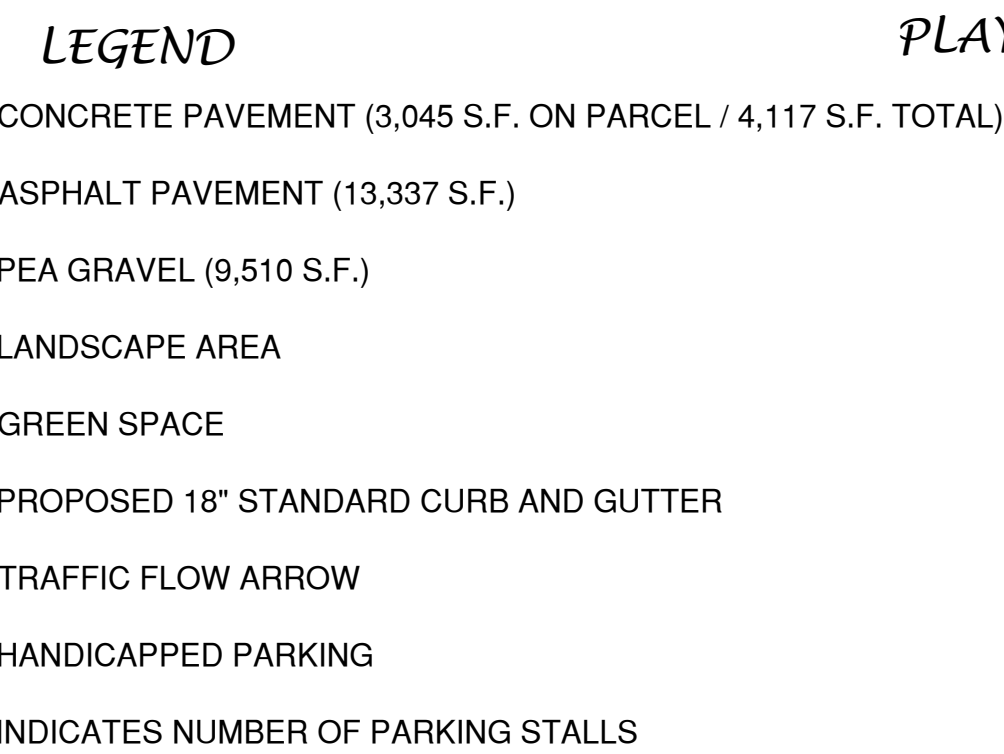
SHEET NO.
1



FENCE BURY DETAILS



*NOTE: ALL DIMENSIONS ARE TO THE FACE OF CURB,
UNLESS NOTED OTHERWISE



***CHANGE OF SCALE

TOTAL PARKING STALLS PROVIDED = 21
HANDICAP ACCESSIBLE PARKING STALLS = 1
TOTAL PARKING STALLS REQUIRED = 16

1 STALL	+	4 STALLS	
<u>1 EMPLOYEES</u>		<u>ALLIED PROFESSIONAL</u>	
(4*1)	+	(4*3)	= 16
4	+	12	= 16

FLOOR AREA RATIO
F.A.R.= 0.06

SITE DATA

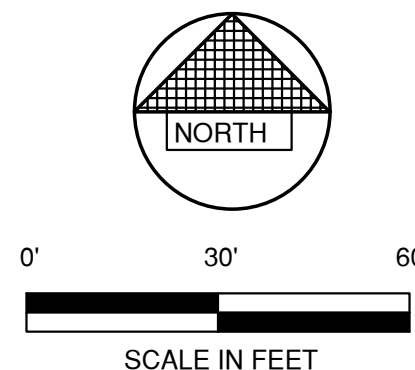
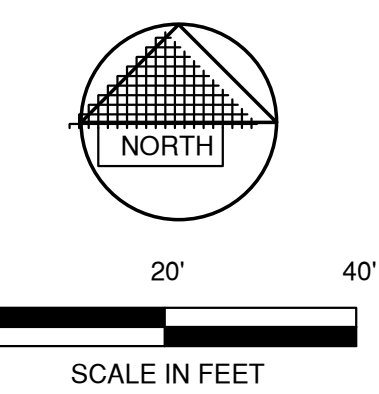
TOTAL AREA = 4.21 ACRES, 183,594 S.F.

BUILDING AREA = 0.25 ACRES, 10,831 S.F. (5.94%)

SIDEWALK/PARKING LOT AREA = 0.59 ACRES, 25,892 S.F. (14.01%)

GREEN SPACE = 3.37 ACRES, 146,868 S.F. (80.05%)

LEGAL DESCRIPTION:
LOT 2 OF 61 CSM 29 BNG PRT OF NW1/4 NW1/4 SEC 5 T22N R20E



DE PERE TAILWAGGERS DOGGY DAYCARE
FOR FOX CITIES BUILDERS
CITY OF DE PERE
BROWN COUNTY, WISCONSIN

SITE PLAN

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SHEET NO
2

SHRUB/BUSH PLANTING SCHEDULE

SYMBOL	SPECIES	QTY.
	STANDING OVATION SERVICE BERRY	2
	LIMELIGHT HYDRANGEA	2
	ANDORA JUNPER	7
	COCO KRUNCH WEIGELA	6
	FLAME GRASS	8
	MAGIC CARPET SPIREA	4

TREE PLANTING SCHEDULE

SYMBOL	SPECIES	QTY.
	AUTUMN BLAZE MAPLE (1.5" DIA. MIN.)	5
	IVORY SILK JAPANESE LILAC (1.5" DIA. MIN.)	4
	CALLERY PEAR (1.5" DIA. MIN.)	3
	SKYLINE HONEY LOCUST (1.5" DIA., MIN/	4
	BLACKHILL SPRUCE (6' MIN.)	6
	BLUE POINT JUNPER (7' MIN.)	5

TREE / PLANTING MAINTENANCE

MAINTAIN TREES AND PLANTINGS BY PRUNING, CULTIVATING, WATERING, WEEDING, FERTILIZING, RESTORING PLANTING SAUCERS, ADJUSTING AND REPAIRING, AND RESETTNG TO PROPER GRADES OR VERTICAL POSITION, AS REQUIRED TO ESTABLISH HEALTH, VIABLE PLANTINGS. SPRAY OR TREAT AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE.

TREES

1 TREE PER 10,000 S.F. = 19 TREES
19' * .3 = 6 HARDWOOD TREES

NOTE:
STAKE EVERGREEN TREES
BELOW 8' HEIGHT
GUY TREES ABOVE 8' HEIGHT

RUBBER HOSE
#12 GALV. WIRE

2" X 4" X 30"
GUYING STAKE

3-3" DIA. CEDAR STAKE

2" MULCH MATERIAL

MOUNDED EARTH SAUCER

SPECIFIED
SOIL MIXTURE

REMOVE TOP 1/3 OF BURLAP

COMPACTED SETTING BED

STAKES SET 18" BELOW TREE
PIT IN UNDISTURBED GROUND

TYPICAL PLANTING, GUYING AND
SPIKING EVERGREEN TREE DETAIL

NOTE:
STAKE TREES UNDER 3"
CALIPER. GUY TREES
OVER 3" CALIPER

RUBBER HOSE #12 GALV.
WIRE

APPROVED TREE WRAP

3-3" DIA. CEDAR STAKE

2" MULCH MATERIAL

MOUNDED EARTH SAUCER

2" X 4" X 30" GUYING
STAKES

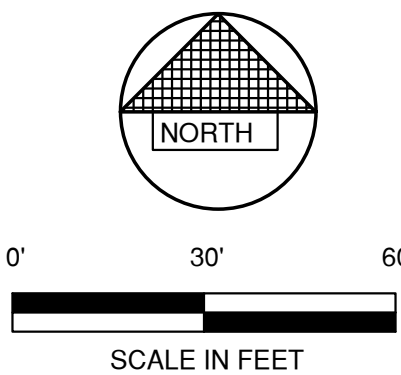
SPECIFIED
SOIL MIXTURE

REMOVE TOP 1/3 OF BURLAP

COMPACTED SETTING BED

STAKES SET 18" BELOW TREE
PIT IN UNDISTURBED
GROUND

TYPICAL PLANTING, GUYING AND
SPIKING DECIDUOUS TREE DETAIL



NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN BLT
								CHECKED BBB
								DESIGNED GGC

DE PERE TAILWAGGERS DOGGY DAYCARE
FOR FOX CITIES BUILDERS
CITY OF DE PERE
BROWN COUNTY, WISCONSIN

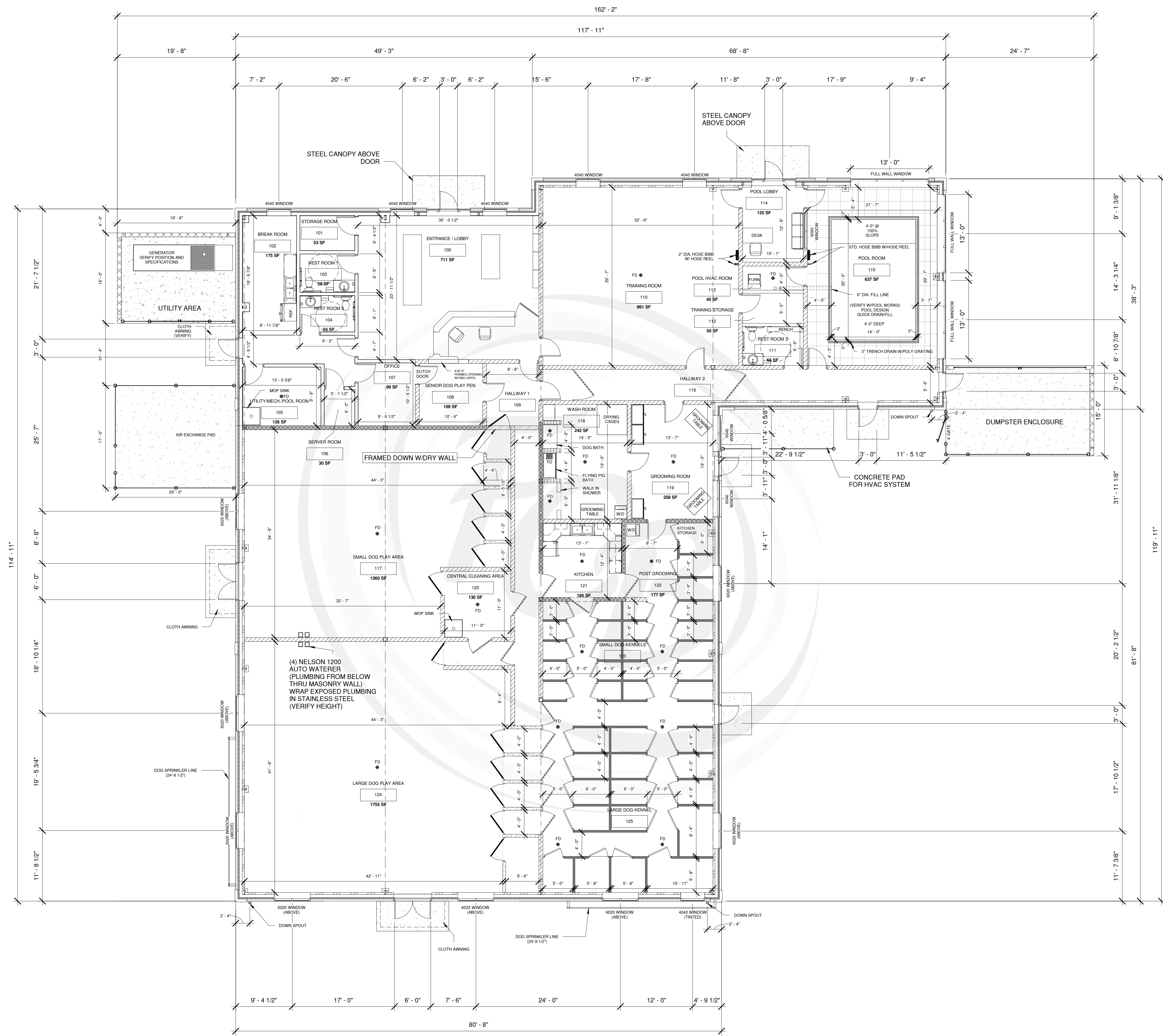
LANDSCAPING PLAN

DATE 05/2020
FILE 5911009D
JOB NO. 5911009



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SHEET NO.
L2



Room Square Foot Difference				
Number	Name	Area	Bellevue Area	Sq Ft Difference
100	ENTRANCE / LOBBY	711 SF	862 SF	-142 SF
101	STORAGE ROOM	53 SF	152 SF	-98 SF
102	BREAK ROOM	175 SF	204 SF	-22 SF
103	REST ROOM 1	58 SF	59 SF	-1 SF
104	REST ROOM 2	55 SF	59 SF	-4 SF
105	UTILITY/MECH./POOL ROOM	126 SF	66 SF	+61 SF
106	SERVER ROOM	30 SF	70 SF	-40 SF
107	OFFICE	99 SF	99 SF	0 SF
108	SENIOR DOG PLAY PEN	109 SF	109 SF	0 SF
109	HALLWAY 1	341 SF	145 SF	+202 SF
110	TRAINING ROOM	961 SF	-	-
111	REST ROOM 3	66 SF	-	-
112	TRAINING STORAGE	50 SF	-	-
113	POOL HVAC ROOM	40 SF	-	-
114	POOL LOBBY	125 SF	-	-
115	POOL ROOM	637 SF	-	-
116	HALLWAY 2	338 SF	263	+78 SF
117	SMALL DOG PLAY AREA	1360 SF	1145 SF	+221 SF
118	WASH ROOM	242 SF	258 SF	+8 SF
119	GROOMING ROOM	258 SF	236 SF	+30 SF
120	CENTRAL CLEANING AREA	130 SF	108 SF	+18 SF
121	KITCHEN	165 SF	161 SF	+6 SF
122	POST GROOMING	177 SF	184 SF	-5 SF
123	SMALL DOG KENNELS	551 SF	612 SF	-58 SF
124	LARGE DOG PLAY AREA	1755 SF	1459 SF	+305 SF
125	LARGE DOG KENNEL	842 SF	1104 SF	-258 SF

PROPOSED (DEPERE) APPROX. SQ FT		BELLEVUE APPROX. SQ FT	
10,850 SQ FT		8,000 SQ FT	
KENNEL STYLE (ONLY KENNEL AREA)	QTY	KENNEL STYLE (ONLY KENNEL AREA)	QTY
POST GROOMING KENNELS	2	POST GROOMING KENNELS	3
SMALL DOG KENNELS	20	SMALL DOG KENNELS	24
LARGE DOG KENNELS	16	LARGE DOG KENNELS	22

1 PROPOSED FLOOR PLAN
1/8" = 1'-0"





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 18, 2020

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #20-89 Resolution Establishing Non-Lapsing Funds as of December 31, 2019.

ATTACHMENTS:

- Reso20-89 (DOCX)
- NLFMEMO2019 (DOCX)

RESOLUTION #20-89

RESOLUTION ESTABLISHING NON-LAPSING FUNDS
AS OF DECEMBER 31, 2019

BE IT HEREBY RESOLVED, that the Mayor and Common Council of the City of De Pere do hereby authorize that the following accounts be established as non-lapsing funds as of December 31, 2019

<u>Account</u>	<u>Amount</u>
Administrator-Strategic Visioning & Branding	\$27,567
Administrator-Sustainability Funds LED Lighting	\$12,902
Information Management Technology Initiatives	\$14,395
Development Services-Branding Initiatives	\$ 7,878
Police-Community Policing	\$ 1,655
Police Training	\$ 9,664
Police K9 Funds	\$25,303
Police Miscellaneous Donations	\$34,756
Police Outlay-Execu Time Software	\$11,591
Fire/Rescue-Act 102	\$13,553
Community Center-Heated Gutter Coiling	\$ 8,000
Community Center-Improvements/Upgrades	\$ 4,958
Parks & Recreation-Voyageur Breakwall Study	\$30,000
Parks & Public Lands-Cooler Replacement	\$ 540
Parks & Public Lands-Ice Chiller	\$21,821
Parks & Public Lands-VFW Playground	\$ 4,828
Parks & Public Lands- Sidewalk Replacement Program	\$ 5,000
Parks & Public Lands-Voyageur Bathroom Facility	\$40,000
Parks & Public Lands-Water Connection for Riverwalk	\$ 3,000
Parks & Public Lands-Prairie Grass East of Triangle For Riverwalk	\$11,400
Forestry-Forest Management Plan & GIS Tree Inventory	\$ 5,000
Forestry-Contract Tree Trimming	\$30,000
Swimming Pools-Caulking for Legion Pool	\$ 3,585
TOTAL	\$327,396

Resolution #20-89

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of
August, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 08/11/2020

Attachment: Reso20-89 (9908 : Resolution #20-89 Resolution Establishing Non-Lapsing Funds as of December 31, 2019)

To: Honorable Mayor and Members of the Finance Committee
Lawrence Delo, City Administrator
Finance/Personnel Committee Members
From: Joe Zegers, Finance Director
RE: 2019 Budget Items Carried Forward to 2020
Date: August 5th, 2020

I have attached the proposed resolution where we annually reserve a portion of our general fund balance for amounts that were budgeted in 2019 but will not be spent until 2020. These are listed by department with a brief description for each item. For your information and comparative purposes, last year's carryover amount was \$232,405. This year's amount is \$327,396 which is larger than last year due mainly to projects that have not been finished in 2019 but are intended to be completed in 2020. Our projected unassigned general fund balance is expected to increase about \$130,000 even with the increased carryover amount. We will have an exact amount when we receive the 2019 audit report in September. Our unassigned general fund balance will be very close to our upper limit of 35% which we can also review in the September 2020 Finance meeting.

Feel free to contact me prior to the Finance Meeting on August 11th, 2020 should you have any questions. I recommend that the non-lapsing items be approved for carryover to 2020.

.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 18, 2020

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #20-90 An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details.

ATTACHMENTS:

- Reso20-90 (PDF)
- prs plan of finance_de pere cy 081820 (PDF)

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

August 18, 2020

Resolution No. 20-90

**An Initial Resolution Authorizing the Sale and Issuance of
General Obligation Promissory Notes;
and Certain Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of De Pere, Wisconsin (the “**City**”) makes the following findings and determinations:

1. The City is in need of funds to finance the purchase of vehicles for the fire department; improvements to municipal buildings; grants for façade improvements in the City’s Tax Incremental Districts No. 7 and No. 9; installation of street lighting and signs; purchase of replacement vehicles and equipment for the public works and parks departments; construction of a new aquatic center; improvements to park buildings and parking lots; construction of and improvements to detention ponds; and construction of and improvements to streets and sidewalks and related landscaping (collectively, the “**Project**”).
2. The Governing Body deems it in the best interests of the City that the funds needed for the Project be borrowed, pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes and upon the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization of Issuance and Purposes of Notes.

Under and by virtue of the provisions of Section 67.12 (12) of the Wisconsin Statutes, the City shall issue its negotiable general obligation promissory notes, in one or more series, in an aggregate principal amount of approximately \$8,340,000 (the “**Notes**”) to finance the Project; *provided, however*, that the Notes shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

Section 2. Authorization of Sale of Notes.

The Notes may be sold by negotiated sale to Robert W. Baird & Co. Incorporated (the “**Purchaser**”).

Attachment: Reso20-90 (9893 : Reso#20-90 An initial resolution promissory notes initial resolution)

Section 3. Preparation of Official Statement.

The Mayor, the Clerk, and the Finance Director (in consultation with the Purchaser) are hereby authorized and directed to cause a preliminary offering document for the Notes (the “**Official Statement**”) to be prepared and distributed. The Mayor and the Clerk are hereby authorized, on behalf of the City, to approve the form of Official Statement, to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Official Statement upon request.

Section 4. Further Actions.

The issuance of the Notes shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Notes to the Purchaser, to approve the purchase contract submitted by the Purchaser to evidence the purchase of the Notes (the “**Note Purchase Agreement**”), to fix the interest rate or rates on the Notes in accordance with the Note Purchase Agreement, to provide for the form of the Notes, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Notes as required by law, to designate a fiscal agent for the Notes, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Notes.

Section 5. Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 6. Authorization to Act.

The officers of the City, attorneys for the City, or other agents or employees of the City are hereby authorized to do all acts and procedures required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

Section 7. Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby, rescinded insofar as they may so conflict.

Section 8. Effective Date.

 This resolution shall take effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: August 18, 2020

Approved: August ___, 2020

Mayor

Clerk

Attachment: Reso20-90 (9893 : Reso#20-90 An initial resolution promissory notes initial resolution)

CERTIFICATIONS BY CLERK

I, Carey E. Danen, hereby certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the “**City**”), and as such I have in my possession, or have access to, the complete corporate records of the City and of its Common Council (the “**Governing Body**”), and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details

I do hereby further certify as follows:

1. **Meeting Date.** On August 18, 2020, a meeting of the Governing Body was held commencing at ____ p.m.
2. **Posting.** On August ____, 2020 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted at the City’s offices in De Pere, Wisconsin, a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On August ____, 2020 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____voted Nay, and ____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on August __, 2020, and I have recorded such approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City, if any, hereto on August __, 2020.

Clerk

[SEAL]

Attachment: Reso20-90 (9893 : Reso#20-90 An initial resolution promissory notes initial resolution)

BAIRD

100
YEARS

City of De Pere

Common Council Meeting – 2020 Financing Discussion

August 18, 2020

Justin A. Fischer, Director

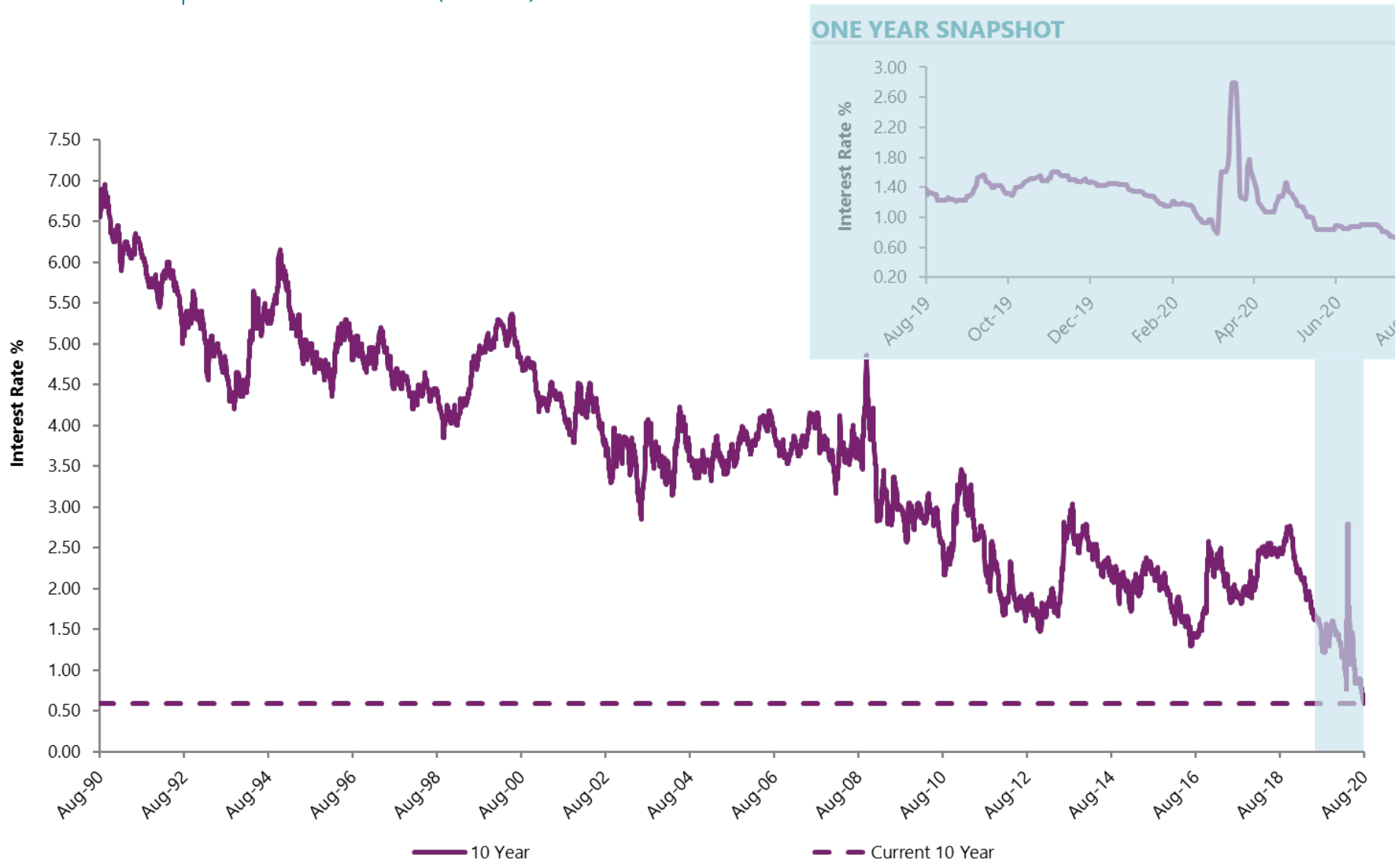
jfischer@rwbaird.com
777 East Wisconsin Avenue
Milwaukee, WI 53202
Phone 414.765.3827
Fax 414.298.7354

City of De Pere

Common Council Meeting – 2020 Financing Discussion

August 18, 2020

AAA Municipal Market Data (MMD) Index – Past 30 Years



City of De Pere

Common Council Meeting – 2020 Financing Discussion

August 18, 2020

Borrowing/Structure/Purpose

Estimated Size:	\$8,340,000	\$2,675,000
Issue:	G.O. Promissory Notes, Series 2020A	Taxable G.O. Promissory Notes, Series 2020B
Purpose:	Fund 2020 CIP	- Refinance 2012B Taxable Bonds for debt service savings - Fund 2020 CIP
Structure:	Matures September 1, 2021 – 2030	Matures September 1, 2021 – 2030
First Interest:	March 1, 2021	March 1, 2021
Preliminary Call Date:	September 1, 2027 or any date thereafter	September 1, 2027 or any date thereafter
Estimated Interest Rate:	1.19%	1.55%
Estimated PV Savings (\$)¹:	N/A	\$104,466
Estimated PV Savings (%):	N/A	5.902%

¹ Present value calculated using the All-Inclusive Cost (AIC) of 1.75% as the discount rate.

Tentative Timeline

- Finance/Personnel Committee considers Plan of Finance August 11, 2020
 - Preparations are made for issuance
 - ✓ Official Statement
 - ✓ Bond Rating
 - ✓ Marketing
- City Council considers Plan of Finance / Initial Resolutions..... August 18, 2020
- City Council considers Award Resolutions (finalizes terms and interest rates) September 15, 2020
- Closing (funds available)..... October 14, 2020

City of De Pere

Common Council Meeting – 2020 Financing Discussion

August 18, 2020

Detailed Analysis – Taxable Refinancing of 2012B Bonds

BEFORE REFINANCING					*	AFTER REFINANCING						
Calendar Year	\$2,850,000 Taxable G.O. Comm. Develop. Bonds, Series 2012B Dated September 20, 2012			TOTAL DEBT SERVICE	*	\$2,850,000 Taxable G.O. Comm. Develop. Bonds, Series 2012B Dated September 20, 2012		\$1,865,000 Taxable G.O. Promissory Notes, Series 2020B (CR Portion) Dated October 14, 2020 ¹		TOTAL NEW DEBT SERVICE	POTENTIAL DEBT SERVICE SAVINGS	
	PRINCIPAL	RATE	INTEREST		*	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST			TOTAL
	(12/1)		(6/1 & 12/1)		*	(12/1)	(6/1 & 12/1)	(9/1)	(3/1 & 9/1)			
					*				TIC=			
					*				1.54%			
2020	\$165,000	2.100%	\$63,965	\$228,965	*	\$165,000	\$35,670			\$200,670	\$28,295	
2021	\$170,000	2.300%	\$60,500	\$230,500	*	\$170,000	\$3,910	\$30,000	\$19,970	\$49,970	\$6,620	
2022	\$175,000	2.500%	\$56,590	\$231,590	*	***		\$205,000	\$22,481	\$227,481	\$4,110	
2023	\$185,000	2.700%	\$52,215	\$237,215	*	***		\$210,000	\$20,923	\$230,923	\$6,293	
2024	\$190,000	2.850%	\$47,220	\$237,220	*	***		\$210,000	\$19,096	\$229,096	\$8,125	
2025	\$195,000	3.050%	\$41,805	\$236,805	*	***		\$210,000	\$17,101	\$227,101	\$9,705	
2026	\$210,000	3.050%	\$35,858	\$245,858	*	***		\$220,000	\$14,896	\$234,896	\$10,962	
2027	\$215,000	3.300%	\$29,453	\$244,453	*	***		\$225,000	\$12,014	\$237,014	\$7,439	
2028	\$230,000	3.600%	\$22,358	\$252,358	*	***		\$235,000	\$8,841	\$243,841	\$8,517	
2029	\$235,000	3.750%	\$14,078	\$249,078	*	***		\$235,000	\$5,269	\$240,269	\$8,809	
2030	\$85,000	3.900%	\$5,265	\$90,265	*	***		\$85,000	\$1,462	\$86,462	\$3,803	
2031	\$50,000	3.900%	\$1,950	\$51,950	*	***				\$0	\$51,950	
					*							
	\$2,105,000		\$431,255	\$2,536,255	*	\$335,000	\$39,580	\$1,865,000	\$142,050	\$2,007,050	\$154,625	

TID #8, TID #9, & TID #10 Supported

TID #8, TID #9, & TID #10 Supported

TID #8, TID #9, & TID #10 Supported

Maturities callable 12/1/2021 or any date thereafter.

CALLABLE MATURITIES
X.XXX% TERM BONDS

*** REFINANCED WITH 2020 ISSUE.

LESS: TRANSFER FROM PRIOR D/S.....	(\$28,295)
ROUNDING.....	\$1,399
POTENTIAL GROSS SAVINGS.....	\$127,729

- (1) This illustration represents a mathematical calculation of potential interest cost savings (cost), assuming hypothetical rates based on current rates for municipal bonds +25bps as of 8/4/20. Actual rates may vary. If actual rates are higher than those assumed, the interest cost savings would be lower. This illustration provides information and is not intended to be a recommendation, proposal or suggestion for a refinancing or otherwise to be considered as advice.

(2) POTENTIAL PRESENT VALUE SAVINGS \$.....	\$104,466
POTENTIAL PRESENT VALUE SAVINGS %.....	5.902%

- (2) Present value calculated using the All Inclusive Cost (AIC) of 1.75% as the discount rate.

Interest Rate Sensitivity		
Change in Rates	Est. PV % Savings	Est. PV \$ Savings
-0.30%	7.571%	\$134,010
-0.20%	7.015%	\$124,162
-0.10%	6.458%	\$114,314
+0.10%	5.346%	\$94,618
+0.20%	4.788%	\$84,743
+0.30%	4.225%	\$74,789

City of De Pere

Common Council Meeting – 2020 Financing Discussion

August 18, 2020

Detailed Analysis – 2020 CIP Financing Illustration

							2020 BORROWINGS							
							\$8,340,000							
							G.O. PROMISSORY NOTES, SERIES 2020A							
							Dated October 14, 2020							
							(First interest 3/1/21)							
LEVY YEAR	YEAR DUE	EXISTING DEBT SERVICE (CITY PORTION) (A)	EXISTING DEBT SERVICE (TID #7 PORTION) (A)	EXISTING DEBT SERVICE (TID #9 PORTION) (A) (B)	EXISTING DEBT SERVICE (TID #11 PORTION) (A)	EXISTING DEBT SERVICE (TID #14 PORTION) (C)	City TOTAL (D)	TID #7 TOTAL (D)	TID #9 TOTAL (D)	TID #11 TOTAL (D)	PRINCIPAL (9/1)	INTEREST (3/1 & 9/1) TIC = 1.19%	LESS: BID PREMIUM	TOTAL
2019	2020	\$3,087,911	\$200,220	\$105,582	\$130,838	\$0								
2020	2021	\$2,912,325	\$189,223	\$104,620	\$124,838	\$0	\$755,000	\$25,000	\$0	\$110,000	\$890,000	\$150,883	(\$150,883)	\$890,000
2021	2022	\$2,841,884	\$192,969	\$107,675	\$126,895	\$82,088	\$756,421	\$22,789	\$0	\$110,000	\$875,000	\$153,550	(\$139,340)	\$889,210
2022	2023	\$2,660,861	\$183,860	\$110,939	\$124,488	\$85,738	\$755,175	\$23,538	\$5,538	\$111,800	\$760,000	\$136,050		\$896,050
2023	2024	\$2,577,893	\$149,760	\$73,654	\$121,338	\$84,243	\$757,375	\$23,138	\$5,438	\$109,900	\$775,000	\$120,850		\$895,850
2024	2025	\$2,460,335	\$146,760	\$77,579	\$127,388	\$82,715	\$754,275	\$22,738	\$338	\$108,000	\$780,000	\$105,350		\$885,350
2025	2026	\$2,017,360	\$118,625	\$71,254	\$127,988	\$86,155	\$754,325	\$22,138	\$338	\$110,150	\$805,000	\$81,950		\$886,950
2026	2027	\$1,622,689	\$10,900	\$69,865	\$123,388	\$194,440	\$753,775	\$21,538	\$5,338	\$112,150	\$835,000	\$57,800		\$892,800
2027	2028	\$1,048,700	\$10,600	\$73,630	\$125,088	\$194,940	\$757,625	\$25,938	\$5,188	\$109,000	\$865,000	\$32,750		\$897,750
2028	2029	\$422,300	\$10,300	\$72,270	\$126,638	\$195,130	\$753,500	\$25,625	\$5,125	\$107,688	\$870,000	\$21,938		\$891,938
2029	2030			\$50,860	\$23,038		\$754,313	\$25,313	\$5,063	\$111,375	\$885,000	\$11,063		\$896,063
2030	2031				\$27,438									
2031	2032				\$26,625									
2032	2033				\$25,813									
		\$21,652,258	\$1,213,217	\$917,928	\$1,361,795	\$1,005,448	\$7,551,784	\$237,752	\$32,363	\$1,100,062	\$8,340,000	\$872,183	(\$290,223)	\$8,921,960

(A) Net of bid premium from the 2019A G.O. Promissory Notes.

(B) Net of savings from the current refunding portion of the Series 2020B Taxable G.O. Promissory Notes.

(C) Net of capitalized interest from the 2019B G.O. Promissory Notes.

(D) Net of bid premium.

City of De Pere

Common Council Meeting – 2020 Financing Discussion

August 18, 2020

Detailed Analysis – 2020 CIP Financing Illustration, continued

2020 BORROWINGS

\$810,000

TAXABLE G.O. PROMISSORY NOTES, SERIES 2020B (NEW MONEY PORTION)

Dated October 14, 2020

(First interest 3/1/21)

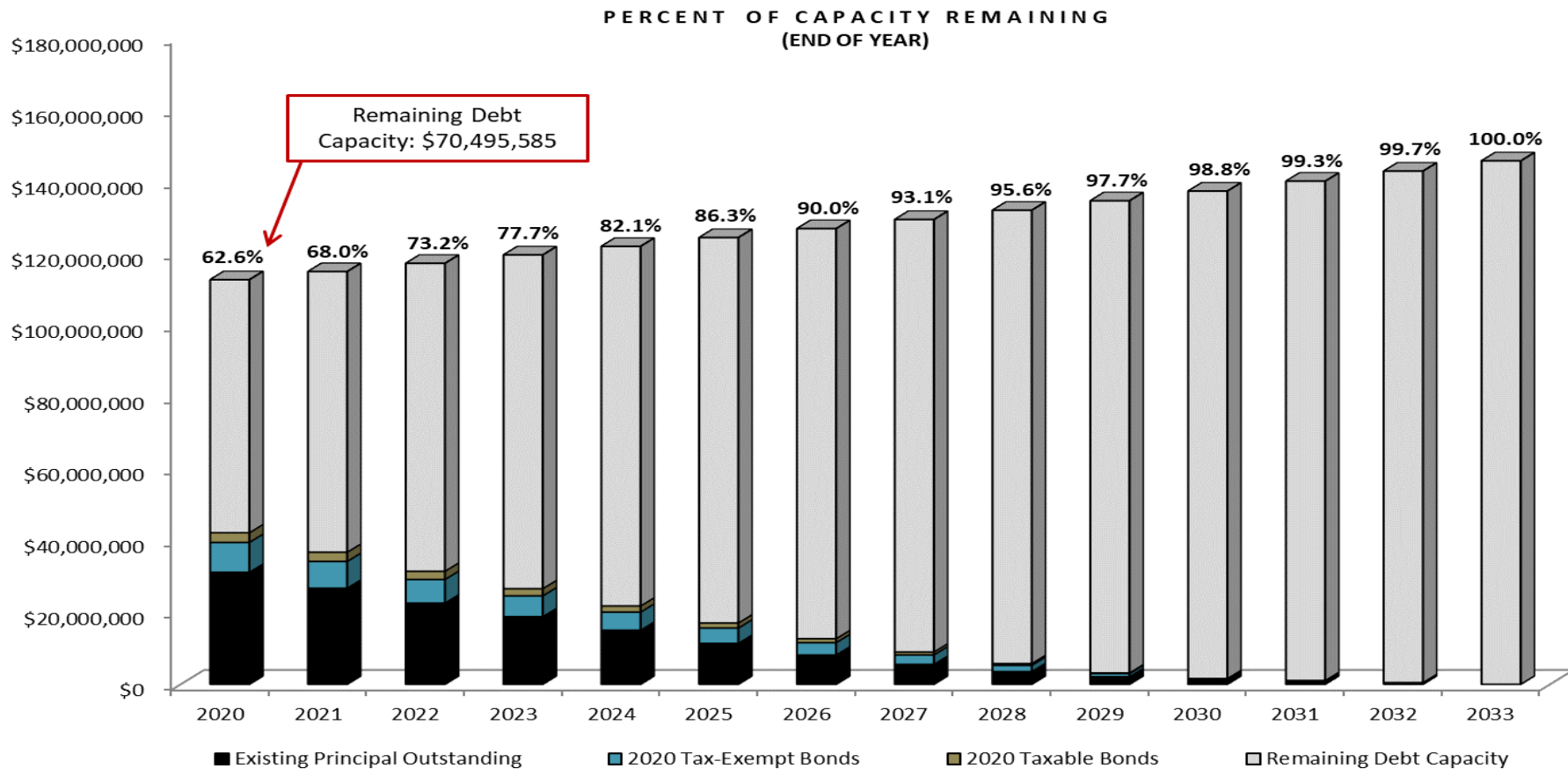
YEAR DUE	TID #11	TID #14				COMBINED	COMBINED	COMBINED	COMBINED	COMBINED	YE DI
	TOTAL	TOTAL	PRINCIPAL (9/1)	INTEREST (3/1 & 9/1) TIC = 1.57%	TOTAL	NET DEBT SERVICE (CITY)	NET DEBT SERVICE (TID #7)	NET DEBT SERVICE (TID #9)	NET DEBT SERVICE (TID #11)	NET DEBT SERVICE (TID #14)	
2020						\$3,087,911	\$200,220	\$105,582	\$130,838	\$0	20
2021	\$16,534	\$72,008	\$80,000	\$8,542	\$88,542	\$3,667,325	\$214,222	\$104,620	\$251,372	\$72,008	20
2022	\$11,644	\$72,530	\$75,000	\$9,173	\$84,173	\$3,598,306	\$215,758	\$107,675	\$248,538	\$154,617	20
2023	\$16,568	\$72,036	\$80,000	\$8,603	\$88,603	\$3,416,036	\$207,398	\$116,477	\$252,855	\$157,773	20
2024	\$16,437	\$71,470	\$80,000	\$7,907	\$87,907	\$3,335,268	\$172,898	\$79,092	\$247,675	\$155,713	20
2025	\$16,295	\$70,853	\$80,000	\$7,147	\$87,147	\$3,214,610	\$169,498	\$77,917	\$251,682	\$153,568	20
2026	\$16,137	\$70,170	\$80,000	\$6,307	\$86,307	\$2,771,685	\$140,763	\$71,592	\$254,275	\$156,325	20
2027	\$15,941	\$69,319	\$80,000	\$5,259	\$85,259	\$2,376,464	\$32,438	\$75,202	\$251,478	\$263,759	20
2028	\$15,729	\$73,402	\$85,000	\$4,131	\$89,131	\$1,806,325	\$36,538	\$78,818	\$249,817	\$268,342	20
2029	\$15,501	\$72,338	\$85,000	\$2,839	\$87,839	\$1,175,800	\$35,925	\$77,395	\$249,826	\$267,468	20
2030	\$15,258	\$71,204	\$85,000	\$1,462	\$86,462	\$754,313	\$25,313	\$55,923	\$149,671	\$71,204	20
2031									\$27,438		20
2032									\$26,625		20
2033									\$25,813		20
	<u>\$156,042</u>	<u>\$715,328</u>	<u>\$810,000</u>	<u>\$61,370</u>	<u>\$871,370</u>	<u>\$29,204,042</u>	<u>\$1,450,968</u>	<u>\$950,290</u>	<u>\$2,617,900</u>	<u>\$1,720,775</u>	

City of De Pere

Common Council Meeting – 2020 Financing Discussion

August 18, 2020

General Obligation Borrowing Capacity (5% of Equalized Valuation)



Notes: Net of hypothetical advance refunding of 2012B Bonds.

Future capacity based on 2019 Equalized Valuation (TID-IN) of \$2,209,815,400 with annual growth of 2.00%.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 18, 2020

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #20-91 An Initial Resolution Authorizing the Sale and Issuance of Taxable General Obligation Promissory Notes; and Certain Related Details.

ATTACHMENTS:

- Reso20-91 (PDF)

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

August 18, 2020

Resolution No. 20-91

**An Initial Resolution Authorizing the Sale and Issuance of
Taxable General Obligation Promissory Notes;
and Certain Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of De Pere, Wisconsin (the “**City**”) makes the following findings and determinations:

1. The City is in need of funds to finance (i) grants in the form of development rebates relating to the Urban Battlefield Complex in the City’s Tax Incremental District No. 11 and the Irwin School property in the City’s Tax Incremental District No. 14 (collectively, the “**Project**”), and (ii) the advance refunding of the callable maturities of the City’s \$2,850,000 Taxable General Obligation Community Development Bonds, Series 2012B, dated September 20, 2012 (the “**Refunding**”).

2. The Governing Body deems it in the best interests of the City that the funds needed for the Project and the Refunding be borrowed, pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes and upon the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization of Issuance and Purposes of Notes.

Under and by virtue of the provisions of Section 67.12 (12) of the Wisconsin Statutes, the City shall issue its negotiable general obligation promissory notes, in one or more series, in an aggregate principal amount of approximately \$2,675,000 (the “**Notes**”) to finance the Project and the Refunding; *provided, however*, that the Notes shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

Section 2. Authorization of Sale of Notes.

The Notes may be sold by negotiated sale to Robert W. Baird & Co. Incorporated (the “**Purchaser**”).

Section 3. Preparation of Official Statement.

The Mayor, the Clerk, and the Finance Director (in consultation with the Purchaser) are hereby authorized and directed to cause a preliminary offering document for the Notes (the “**Official Statement**”) to be prepared and distributed. The Mayor and the Clerk are hereby authorized, on behalf of the City, to approve the form of Official Statement, to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Official Statement upon request.

Section 4. Further Actions.

The issuance of the Notes shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Notes to the Purchaser, to approve the purchase contract submitted by the Purchaser to evidence the purchase of the Notes (the “**Note Purchase Agreement**”), to fix the interest rate or rates on the Notes in accordance with the Note Purchase Agreement, to provide for the form of the Notes, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Notes as required by law, to designate a fiscal agent for the Notes, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Notes.

Section 5. Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 6. Authorization to Act.

The officers of the City, attorneys for the City, or other agents or employees of the City are hereby authorized to do all acts and procedures required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

Section 7. Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby, rescinded insofar as they may so conflict.

Section 8. Effective Date.

This resolution shall take effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: August 18, 2020

Approved: August ____, 2020

Mayor

Clerk

Attachment: Reso20-91 (9918 : Reso#20-91 initial resolution taxable promissory notes)

CERTIFICATIONS BY CLERK

I, Carey E. Danen, hereby certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the “**City**”), and as such I have in my possession, or have access to, the complete corporate records of the City and of its Common Council (the “**Governing Body**”), and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

An Initial Resolution Authorizing the Sale and Issuance of Taxable General Obligation Promissory Notes; and Certain Related Details

I do hereby further certify as follows:

1. **Meeting Date.** On August 18, 2020, a meeting of the Governing Body was held commencing at ____ p.m.
2. **Posting.** On August ____, 2020 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted at the City’s offices in De Pere, Wisconsin, a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On August ____, 2020 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____voted Nay, and ____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on August __, 2020, and I have recorded such approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City, if any, hereto on August __, 2020.

Clerk

[SEAL]

Attachment: Reso20-91 (9918 : Reso#20-91 initial resolution taxable promissory notes)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 18, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Resolution #20-92 Authorizing Software Subscription Contract with SeamlessDocs (Online forms and payment Solutions).

The Finance-Personnel Committee voted unanimously to recommend approval of this item at its August 11, 2020 meeting.

ATTACHMENTS:

- Reso20-92 (DOCX)
- Memo to F-P Seamless Docs (PDF)
- SeamlessDocs Business Plan (PDF)
- SeamlessDocs Quote (PDF)

RESOLUTION #20-92

AUTHORIZING SOFTWARE SUBSCRIPTION CONTRACT WITH SEAMLESSDOCS
(Online forms and Payment Solutions)

WHEREAS, in an effort to increase efficiency for both city staff as well as citizens, the City has solicited quotes to digitize online forms for city services and payment solution platforms; and

WHEREAS, after review of various platform options, staff is recommending SeamlessDocs to supply such services; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute such contract documents to engage services with SeamlessDocs, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

All City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of August, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 8/11/2020

Attachment: Reso20-92 (9909 : Reso #20-92 Authorizing Software Subscription Contract with Seamless Docs)

CITY OF DE PERE MEMO



To: Honorable Mayor James Boyd
Members of the Finance/Personnel Committee

From: Carey Danen, City Clerk; Joe Zegers, Finance Director-Treasurer; Steve Massey, IT Director

Date: August 7, 2020

RE: Consideration of request to purchase an online forms and payment solution

City staff has set a goal to convert the City's many applications (permits, licenses, classes, etc.) to a paperless online submission and payment format. Digitizing this process makes things more efficient for citizens, and will save countless employee hours spent processing forms manually. A digital forms solution can also be used for internal forms such as sick leave requests, travel reimbursements, etc.

We have evaluated several platforms that provide this service, and selected Seamless Docs as the provider who is best able to meet our needs. SeamlessDocs is based in New York City and has been serving government agencies for eight years. Their clients in Wisconsin include the Village of Sussex, the Cities of Kenosha and Baraboo, and Jefferson and Dunn counties. We have spoken with references that provided very positive feedback on the product.

Citizens are able to submit an application online, include any attachments required, provide a digital signature, and pay in one easy step. Existing forms can be converted to the digital platform, or forms can be built from scratch. The platform also includes a submission manager; once an application is received, it can be assigned to a particular employee, routed to other departments for signature if necessary, and tracked until completion.

Several payment provider options are available, with a convenience fee automatically built in. As an example, Forte charges a flat 2.75% per transaction.

For your information and review, please check out the links below to the company's website and to a case study of one of their customers, Princeton NJ.

<https://seamlessdocs.com/>

<https://go.seamlessdocs.com/case-study-princeton-nj>

Please see the attached business plan and quote for pricing information. The purchase would be funded from general unassigned reserves; any expenses incurred through November 6th would be reimbursable through the Routes to Recovery program. Ongoing future expenses would be included in the 2021 budget.

Thank you for your consideration of this request. We are happy to answer any questions you may have in advance of the meeting.

De Pere, WI

Business Plan



Prepared by

Peter Roccaforte

Solutions Manager
SeamlessDocs

Prepared for

Joseph Zegers
Carey Danen
Steve Massey

De Pere, WI



*Overview***De Pere, WI****Background:**

De Pere is working towards a solution to digitize paper processes, data entry, and data management that cost their staff valuable hours spent manually processing forms. With the need to react to COVID-19 remote work policy and the need for online payment options, to continue in this direction is a priority that will help staff and citizens alike.

Challenges:

- Clerk's department needs to operate online (Licenses, voter forms, FOIA).
- Online payments have been important since before the pandemic and now even more topical.
- Manual workflow/filing cabinets still a challenge for staff.

Considerations:

- Ease of use for staff and citizens.
- Can be used city wide for automating all departments.
- Efficient, helps plan staff work, and matches city initiatives..
- Designed specifically for government use.

Example Outcome: Carey Danen and the Clerk's Department

Recommended Forms for Conversion:

- [De Pere Fence Permit](#)
- [Licenses](#) (Reduce foot traffic to city hall)
- [Voter's forms/FOIA](#) (Improve efficiency in office)

City of De Pere 335 S. Broadway De Pere, WI 54115 (920) 339-4053 dpbldg@deperewi.gov			FENCE PERMIT Application and Record	Permit #: _____ Fee: _____ Receipt #: _____ Date: _____
PROJECT LOCATION			GENERAL CONTRACTOR	
Owner's Name: _____			Company Name: _____	
Mailing Address: _____			Mailing Address: _____	
Phone #: _____	E-mail: _____		Phone #: _____	
Parcel: _____	Lot: _____	Zoning: _____	E-mail: _____	
JOB DESCRIPTION				
Rear Yard Fence Height: _____			Side Yard Fence Height: _____	
Fence Type: _____			Total Cost of Project: _____	
Note: The most attractive side of the fence shall face adjoining property. Fences are allowed up to the lot line.				
SITE SKETCH				
PLEASE ATTACH A COPY OF YOUR SKETCH USING THE PAPER CLIP ON THE TOP LEFT CORNER. USE THIS BOX TO MAKE ANY SPECIAL NOTES OR REQUIREMENTS REGARDING THE PROJECT. THANK YOU.				



De Pere, WI

Document Signers

- ① Applicant
- ② Inspector

Pay & Submit

Seamless Solutions

What Makes SeamlessDocs Different?

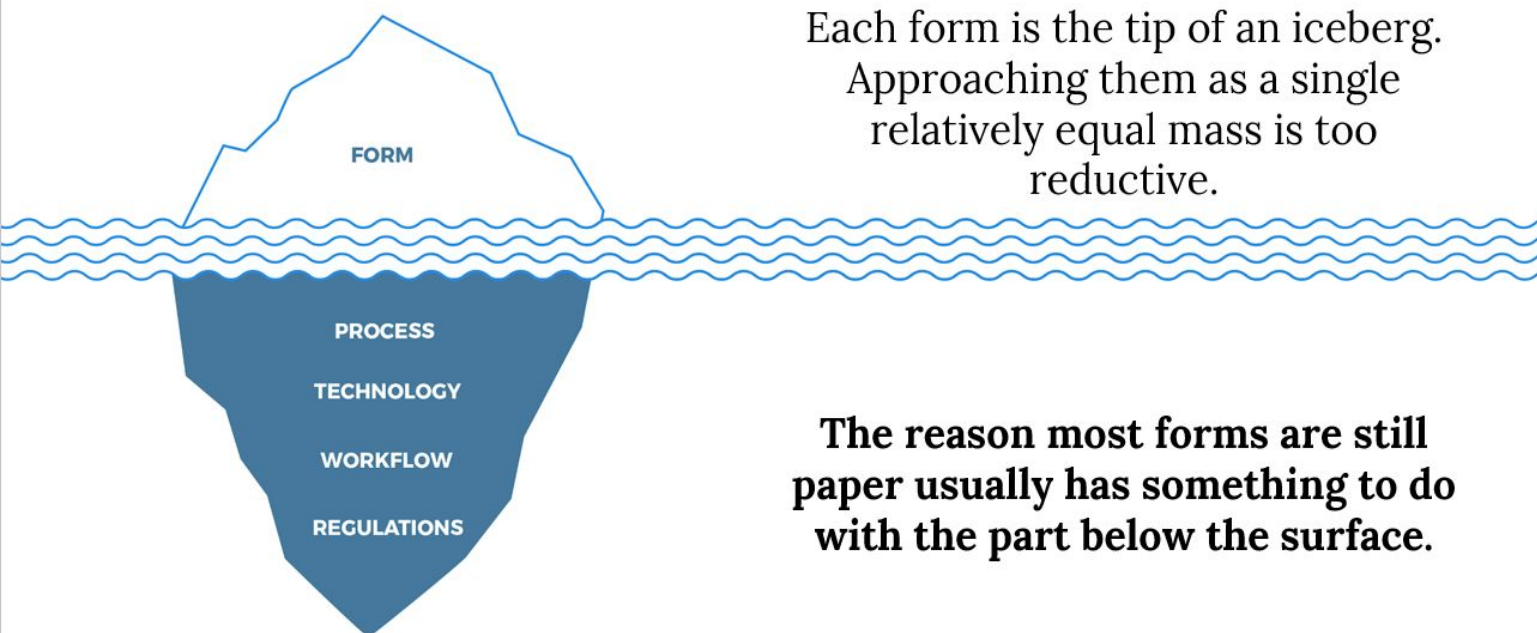
The City of De Pere has already procured technology, why SeamlessDocs as well?!

The Difference:

- **Ease of Use:** creating new forms in minutes
- **Departmentally Agnostic:** use in any department for any piece of paper
- **Built for Government:** backend processes made with local government in mind
- **Lightweight Implementation and Adoption:** perfect to react to new online service needs in the wake of COVID-19

SeamlessDocs Difference: How We See Gov Forms

WE'VE BEEN THINKING ABOUT FORMS WRONG



Wisconsin Partnerships

The Partner, Not The Vendor

Over 2,000 departments in hundreds of State & Local municipalities have selected SeamlessDocs to be their innovative partner through this digital transformation. SeamlessDocs is a cutting edge platform that was built because governments did not have a way to solve paper problems. We heard horror stories of online solutions taking years to implement and costing hundreds of thousands of dollars. We saw thousands of local governments offering paper based services on their websites and to their staffs.

In the past 8 years, SeamlessDocs has been built for government, by government. The platform is solely built for State & Local government. All new features are built because a partner of ours suggests it to be built. We are dedicated to enabling governments to innovate and provide online accessible services to all.

Most of all, we believe that Government is Beautiful.



Due to our dedication to the pursuit of government innovation we have been honored by many prestigious government foundations. This speaks to our leadership in the GovTech space and a showcase to the quality of work we pledge to provide your government.



SEAMLESSDOCS

Quote

**PREPARED BY**

Peter Roccaforte, Solutions Manager

August 6, 2020

PREPARED FOR

Joseph Zeger, Steve Massey, Carey Danen
De Pere, WI

SUBSCRIPTION

Software

Attachment: SeamlessDocs Quote (9909 : Reso #20-92 Authorizing Software Subscription Contract with Seamless Docs)

PRICING

Base Subscription Pricing

Base Subscription	Digitize	Collaborate	Transform
Web Forms	Unlimited	Unlimited	Unlimited
Docs	Unlimited	Unlimited	Unlimited
eSignatures	Unlimited	Unlimited	Unlimited
Chat, Email, Phone Support	Unlimited	Unlimited	Unlimited
Standard User Licenses	3	5	10
Submission Manager	✓	✓	✓
Save and Continue		✓	✓
Visitor Portal		✓	✓
Stages & Tags		✓	✓
Assignments		✓	✓
Triggers		✓	✓
Service Center			✓
Form Portals			✓
Portal Builder			✓
Annual Cost	\$9,950	\$12,950	\$15,950

Notes

- Included in every subscription:
 - Unlimited form submissions
 - Unlimited online training
- 3% discount on 3 year terms.
- 5% discount on 5 year terms.
- Prorating available for shorter terms to meet budget cycles.
- You can upgrade to any tier at any point within your subscription.
- Limited form pilots are available to meet the needs of your project.
- Resellers can be used. Annual costs may be within 5-10% of the advertised MSRP.

SOLUTION

Software

Included in your subscription:

Software	Functionality	Usage
Collaborate Package	Assignments Visitor Portal Tags and Stages Save & Continue Triggers	Unlimited storage Unlimited tags Unlimited stages
Additional Standard User Licenses	Owner, Director, Processor User	# of Standard Users
Additional Limited User Licenses	Analyst User	# of Limited Users

SUBSCRIPTION

Services

SOLUTION

Services

Services included:

Software	Usage
Onboarding Package	Up to 6 hours of onboarding services to kick off your implementation. Onboarding includes: • Account creation • Planning Meetings • Initial Training • Development of 1 Form/Process
Guided Implementation Package	Up to 60 hours of services to help you implement SeamlessDocs from start to finish which includes a combination of types of services like conversion, solutioning, discovery, advisement combined with a 3 day onsite workshop.
Process Deployment Package	Up to 30 hours for end to end solution architecture of an end to end business process. Recommended Outline • Planning: 3hr (1 hr prep and post) • Form Conversion: 5 hrs • Review: 3hr (1 hr prep and post) • Form Conversion 2: 5 hrs • Final Review: 3hr (1 hr prep and post) • User Acceptance Testing and Rollplay: 5 hr • Final Tweaks: 2 hr • Launch Meeting: 3hr (1 hr prep and post)
Onsite Workshop	# of Days An onsite workshop to help your implementation based on the needs of your agency. This can be a combination of training, discovery, solutioning, form conversion.
Hourly Form Development	Hourly form conversion and development to help create new forms, convert old forms and transfer existing forms into your SeamlessDocs account. Pack of 10 hours

NOTE* All services expire after the first year of any subscription

PRICING

Add-On Pricing

Services Add-Ons

SERVICES PACKAGE	DESCRIPTION	COST
Standard Onboard	Up to 6 hours of implementation and onboarding services	\$1,595
Quick Start Package	10 hours of professional services from a team of SeamlessDocs experts including: Implementation Planning, Form Conversion, Advisement, Solution Architecture	\$2,000
Guided Implementation	Up to 60 hours of services to help you implement SeamlessDocs from start to finish which includes a combination of types of services like conversion, solutioning, discovery, advisement combined with a 3 day onsite workshop.	\$15,000
Process Deployment	Up to 30 hours for end to end solution architecture of an end to end business process.	\$4,950
Training Workshop (onsite)	An onsite workshop to help your implementation based on the needs of your agency. This can be a combination of training, discovery, solutioning, form conversion.	\$3,000/day
3 Day Onsite Workshop		\$9,000
Virtual Training Workshop	A virtual (remote) workshop to help implementation based on the needs of your agency. This can be a combination of training, discovery, solutioning.	\$2,200/day
Hourly Form Development	Hourly form conversion and development to help create new forms, convert old forms and transfer existing forms into your SeamlessDocs account. Pack of 10 hours	\$1,500
Platform Manager	Part time or full time manager to be the administrator of your SeamlessDocs implementation.	Inquire

SUBSCRIPTION

Training Support

Attachment: SeamlessDocs Quote (9909 : Reso #20-92 Authorizing Software Subscription Contract with Seamless Docs)

SERVICES

Training & Support

Success Team

Within your subscription, you'll receive access to a team of individuals who are responsible for supporting you throughout your partner journey. Our goal is to ensure your agency leverages the platform to the greatest extent possible. In order to do so, you'll work with product experts at every stage of the partner journey. The following resources will be available to you throughout your journey with SeamlessGov:

- Platform Success Representative
- Partner Success Representative
- Solutions Architect (depends on type of subscription)
- Chat Support Specialist

Training

The following training is included in your subscription:

- Unlimited access to SeamlessDocs University
- SeamlessDocs 101 Weeklys
- Unlimited How-to-Videos available in App Support

Support

The following training is included in your subscription:

- Unlimited in app chat support
- Unlimited email support
- Unlimited phone support
- Standard support available from 8am est to 6pm est

SUBSCRIPTION

Pricing Summary

PRICING

Summary

Software/Service	Unit Cost	Qty	Total Cost
Collaborate Package - Unlimited Forms 5 User Licenses	\$12,950	1	\$12,950
Deployment Package	\$4950	1	\$4950
Onboarding Package	\$1595	1	\$1595
Total One Time Costs			\$6545
Total Annual Recurring Costs			\$12,950
Total Costs			\$19,495

Subscription Details (to be filled out by SeamlessDocs)

Term (months)			
Sub. Start Date		Sub. End Date	



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 18, 2020

DEPARTMENT: City Attorney

FROM: Kristen Johnson

SUBJECT: Resolution #20-93 Ratifying Mayoral Proclamations Issued from July 4, 2020 through August 14, 2020.

ATTACHMENTS:

- Reso20-93 (DOCX)
- 17th mayoral proclamation (PDF)
- Ord20-11 (PDF)

RESOLUTION #20-93
RATIFYING MAYORAL PROCLAMATIONS ISSUED
FROM JULY 4, 2020 THROUGH AUGUST 14, 2020

WHEREAS, on March 12, 2020, Governor Evers declared a health emergency in the State of Wisconsin in response to the COVID-19 Coronavirus ("COVID-19"); and

WHEREAS, on March 17, 2020, the Common Council of the City of De Pere adopted Resolution #20-34 declaring a state of emergency in the City of De Pere; and

WHEREAS, the emergency power granted to the governing body by Wis. Stat. §323.14(4)(a) includes the general authority to order, by ordinance or resolution, whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the local unit of government in the emergency; and

WHEREAS, if, because of the emergency conditions, the governing body of the local unit of government is unable to meet promptly, Resolution #20-34 and Wis. Stat. §323.14(4)(b) grants the Mayor, or in the absence of the Mayor, the Council President, the authority to act by proclamation under Wis. Stats. §323.11 and §323.14(4)(a); and

WHEREAS, any proclamation of the Mayor issued under the authority of Resolution #20-34 and Wis. Stat. §323.14(4)(b) shall be subject to ratification, alteration, modification, or repeal by the Common Council as soon as the Common Council can meet; and

WHEREAS, on April 8, 2020, the Common Council of the City of De Pere ratified eight (8) Mayoral Proclamations issued between March 18, 2020 and April 3, 2020; and

WHEREAS, on May 5, 2020 the Common Council ratified the Ninth Mayoral Proclamation issued on April 28, 2020; and

Resolution #20-93

Page 2 of 2

WHEREAS, on May 19, 2020, the Common Council of the City of De Pere ratified two (2) Mayoral Proclamations issued between May 1, 2020 and May 15, 2020; and

WHEREAS, on June 2, 2020, the Common Council of the City of De Pere ratified the Twelfth Mayoral Proclamation issued on May 22, 2020; and

WHEREAS, on June 16, 2020, the Common Council of the City of De Pere ratified three (3) Mayoral proclamations issued between May 30, 2020 and June 12, 2020; and

WHEREAS, on July 7, 2020, the Common Council of the City of De Pere ratified the Sixteenth Mayoral Proclamation issued on June 18, 2020; and

WHEREAS, the Seventeenth Mayoral Proclamation was issued on August 7, 2020.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Seventeenth Mayoral Proclamation, dated August 7, 2020, creating De Pere Municipal Code Section 13-11 regarding Emergency Procurements, a copy of which is attached and incorporated herein by reference, is hereby confirmed and ratified by the Common Council of the City of De Pere.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of August, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso20-93 (9903 : Reso #20-93 Ratifying Mayoral Proclamations Issued from 7/4/20-8/14/2020)

CITY OF DE PERE
SEVENTEENTH MAYORAL PROCLAMATION
AUGUST 7, 2020

WHEREAS, on March 17, 2020, the Common Council of the City of De Pere adopted Resolution #20-34 declaring a state of emergency in the City of De Pere as a result of COVID-19; and

WHEREAS, the emergency power granted to the governing body by Wis. Stat. §323.14(4)(a) includes the general authority to order, by ordinance or resolution, whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the local unit of government in the emergency; and

WHEREAS, if, because of the emergency conditions, the governing body of the local unit of government is unable to meet promptly, Resolution #20-34 and Wis. Stat. §323.14(4)(b) grants the Mayor, or in the absence of the Mayor, the Council President, the authority to act under Wis. Stats. §323.11 and §323.14(4)(a); and

WHEREAS, emergency construction or repair of public improvements may be necessary during the state of emergency; and

WHEREAS, federal or state funding received by the City to assist with emergency response efforts may contain deadlines by which the work has to be completed or the money has to be used; and

WHEREAS, the delay of advertising and public bidding may inhibit the City's ability to perform the necessary work in response to the emergency or may result in the City being unable to utilize federal or state funding.

NOW, THEREFORE, THE MAYOR DOES HEREBY PROCLAIM THAT:

1. De Pere Municipal Code Section 13-11 regarding Emergency Procurements is hereby created as attached.
2. Any ordinance, resolution, or City policy in conflict with the above proclamation shall be superseded by this proclamation.
3. The above proclamations shall remain in effect until the Declaration of Emergency is no longer in effect, or until ratified, altered, modified, or repealed by the Common Council at the next meeting.

PROCLAIMED this 7th day of August, 2020.


James G. Boyd, Mayor

ORDINANCE #20-11
CREATING SECTION 13-11 OF THE MUNICIPAL
CODE REGARDING EMERGENCY PROCUREMENTS

WHEREAS, on March 17, 2020, the Common Council of the City of De Pere adopted Resolution #20-34 declaring a state of emergency in the City of De Pere as a result of COVID-19; and

WHEREAS, emergency construction or repair of public improvements may be necessary during the state of emergency; and

WHEREAS, federal or state funding received by the City to assist with emergency response efforts may contain deadlines by which the work has to be completed or the money has to be used; and

WHEREAS, the delay of advertising and public bidding may inhibit the City's ability to perform the necessary work in response to the emergency or may result in the City being unable to utilize federal or state funding.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF DE PERE DO ORDAIN AS FOLLOWS:

SECTION 1. De Pere Municipal Code Section 13-11. – Emergency Procurements, is hereby created to read:

Sec. 13-11. – Emergency procurements. Notwithstanding any provision of this Code to the contrary, upon declaration of a state of emergency, the Mayor, the City Administrator, or either's designee may procure by purchase or lease such goods and services as are deemed necessary for the City's emergency response effort. This emergency procurement of goods or services may be made in the open market without filing a requisition or estimate and without advertisement or compliance with requirements for public bidding for immediate delivery or furnishing. A full written account of emergency procurements made during this emergency, together with a requisition for the required materials, supplies, equipment, or services, shall be submitted to the City Administrator within 30 days after their procurement, or as soon thereafter as practicable, and shall be open to public inspection for such period as required by

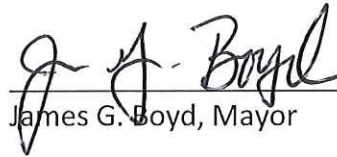
applicable City ordinance and State statutes. The City Administrator shall, within 30 days of the conclusion of the emergency, formally communicate these emergency expenditures in a full written account to the City Council.

SECTION 2. All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication and shall remain in effect until the Declaration of Emergency is no longer in effect, or until ratified, altered, modified, or repealed by the Common Council at the next meeting.

Adopted by the Common Council of the City of De Pere this 7th day of August, 2020.

APPROVED:


James G. Boyd, Mayor

ATTEST:

Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 18, 2020

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Resolution #20-94 Ratifying Fire Department Public Safety Grant Application (Wisconsin Public Service Foundation Rewarding Responders Grant).

Unanimously approved.

ATTACHMENTS:

- Reso20-94 (DOCX)
- WPS GRANT REQUEST TO FIRE DEPT (PDF)

RESOLUTION #20-94

RATIFYING FIRE DEPARTMENT PUBLIC SAFETY GRANT APPLICATION
(Wisconsin Public Service Foundation Rewarding Responders Grant)

WHEREAS, Wisconsin Public Service Foundation provides grants to area first responders and public safety organizations for lifesaving equipment; and

WHEREAS, the fire department is in need of wet suits to be utilized for river rescues when the water temperature is at an unsafe level; however the grant application submission deadline did not allow the department sufficient time to obtain prior approval of its grant application, requiring the department to submit its application and request ratification of its actions after the fact; and

WHEREAS, no City match is required in connection with the grant award; and

WHEREAS, this matter has been reviewed by the Finance Personnel Committee which recommends ratification of the actions taken by the department in submitting the application.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council ratifies the submission of the grant application to the Wisconsin Public Service Foundation for the purposes specified above, and authorizes acceptance of the grant.

BE IT FURTHER RESOLVED THAT:

All City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of August, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 08/11/2020

Attachment: Reso20-94 (9905 : Reso #20-94 Ratifying FD Public Safety Grant Application (WPS Rewarding Responders Grant).)

Memo



To: Honorable Mayor James Boyd
Members of the Finance & Personnel Committee

From: Alan Matzke, Fire Chief *AM*

Date: August 6, 2020

Re: Retroactive Request to Pursue WPS Rewarding Responders Grant

De Pere Fire Rescue would like to retroactively request permission to apply for and accept a grant from Wisconsin Public Service in the amount of \$1,260.

Wisconsin Public Service Foundation helps support local public safety response agencies with the Rewarding Responders Grant. Since 2014, the foundation has awarded \$50,000 each year, reaching 164 agencies with \$300,000 of support.

Our organization was recently made aware of this grant opportunity, as well as the narrow window for application. Application was made in hopes of receiving consideration.

Water rescue has been a focus of our training curricula this year and we have trained all of our staff as rescue swimmers, as well as evaluated our equipment and response capabilities. Our staff has requested wet suits in the event we would have to launch a rescue swimmer in the river with water temperature below safe levels.

It is not realistic to offer a suit to each employee, so I am proposing purchasing six wet suits comprised of two suits of each of the most common three sizes.

The addition of this equipment will increase our capabilities through the water recreation season keeping our staff safer, so they can more effectively serve our community.

Thank you for your consideration of this request. We respectfully ask for your support to move this item forward to the City's Common Council for final action and acceptance. If you have any questions, please do not hesitate to ask.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 18, 2020

DEPARTMENT: Administration

FROM: Lawrence Delo

SUBJECT: Status Update Regarding Cultural District Master Plan.

At the Finance/Personnel Committee meeting on July 14, 2020, Alderperson Chandik Kundingger requested an update on the status of the Cultural District Master Plan projects.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 18, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: COVID-19 update from Health Department (request of Ald. Raasch).

This item was requested by Ald. Raasch for ongoing discussion at each City Council meeting, in addition to the daily reports to the community and daily e-mail reports the elected officials receive on COVID-19 activity.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 18, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 8-18-2020 VOUCHERS (PDF)

8/13/2020 10:12 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 06371 AUG 2020 COUNCIL - 2 8-18-20

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5323	ALLIED 100 LLC I-1596825	ALLIED 100 LLC	R	8/18/2020		2.09CR	093134	2.09
0007	AMBROSIUS SALES & SERVICE I-27572 I-27573	AMBROSIUS SALES & SERVICE AMBROSIUS SALES & SERVICE AMBROSIUS SALES & SERVICE	R R	8/18/2020 8/18/2020		18.18CR 56.07CR	093135 093135	 74.25
0009	AMERICAN OVERHEAD DOOR I-252029	AMERICAN OVERHEAD DOOR	R	8/18/2020		981.23CR	093136	981.23
2878	ARING EQUIPMENT CO INC I-761408 I-D32094	ARING EQUIPMENT CO INC ARING EQUIPMENT CO INC	R R	8/18/2020 8/18/2020		1,313.85CR 451.50CR	093137 093137	 1,765.35
8235	AUTOMATED COMFORT CONTROLS I-20-11 (1)	AUTOMATED COMFORT CONTROLS	R	8/18/2020		55,902.50CR	093138	55,902.50
0020	BADGERLAND PRINTING INC I-35380 I-35394	BADGERLAND PRINTING INC BADGERLAND PRINTING INC	R R	8/18/2020 8/18/2020		21.75CR 130.00CR	093139 093139	 151.75
0023	BATTERIES PLUS LLC I-P28689116 I-P29365890	BATTERIES PLUS LLC BATTERIES PLUS LLC	R R	8/18/2020 8/18/2020		13.95CR 13.00CR	093140 093140	 26.95
6404	BAY AREA TESTING & CONSULTING LLC I-4087 I-4088 I-4089 I-4090 I-4091	BAY AREA TESTING & CONSULTING BAY AREA TESTING & CONSULTING BAY AREA TESTING & CONSULTING BAY AREA TESTING & CONSULTING BAY AREA TESTING & CONSULTING	R R R R R	8/18/2020 8/18/2020 8/18/2020 8/18/2020 8/18/2020		1,634.00CR 752.75CR 1,700.70CR 1,274.70CR 2,481.20CR	093141 093141 093141 093141 093141	 7,843.35
0027	BAY TOWEL INC I-3119476 I-3124169 I-3128865 I-3133468 I-4002735 I-4005193	BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC	R R R R R R	8/18/2020 8/18/2020 8/18/2020 8/18/2020 8/18/2020 8/18/2020		112.04CR 118.10CR 112.04CR 112.04CR 112.04CR 176.85CR	093142 093142 093142 093142 093142 093142	 743.11
1532	BOBCAT PLUS INC I-IG40537	BOBCAT PLUS INC	R	8/18/2020		10.53CR	093143	10.53

Attachment: 8-18-2020 VOUCHERS (9914 : Voucher approval.)

8/13/2020 10:12 AM

A / P CHECK REGISTER

PAGE: 2

PACKET: 06371 AUG 2020 COUNCIL - 2 8-18-20

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4286	JEDD BRADLEY I-202008120949	JEDD BRADLEY	R	8/18/2020		63.88CR	093144	63.88
0038	BROADWAY AUTOMOTIVE INC I-1003673 I-1004235 I-996873P I-998101P	BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC	R R R R	8/18/2020 8/18/2020 8/18/2020 8/18/2020		433.45CR 440.57CR 432.06CR 133.05CR	093145 093145 093145 093145	 1,439.13
0039	BROOKS TRACTOR INC I-D82974	BROOKS TRACTOR INC	R	8/18/2020		99.17CR	093146	99.17
0790	BROWN COUNTY CLERK I-202008120950	BROWN COUNTY CLERK	R	8/18/2020		35.00CR	093147	35.00
1	CARTER, CHARLOTTE I-202008120951	REFUND RENTA	R	8/18/2020		75.00CR	093148	75.00
8110	ABBY CASE I-202008120952	ABBY CASE	R	8/18/2020		688.00CR	093149	688.00
0536	CDW GOVERNMENT INC I-ZMC2214 I-ZPF4234 I-ZPL3432 I-ZPQ2858 I-ZPR2182 I-ZQL8129	CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC	R R R R R R	8/18/2020 8/18/2020 8/18/2020 8/18/2020 8/18/2020 8/18/2020		208.20CR 17.06CR 261.98CR 40.32CR 286.55CR 379.41CR	093150 093150 093150 093150 093150 093150	 1,193.52
6575	CEDAR CORP I-104344	CEDAR CORP	R	8/18/2020		5,860.26CR	093151	5,860.26
2708	CLEANING SOLUTION SERVICES INC I-20675 I-20693 I-20694 I-20697	CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC	R R R R	8/18/2020 8/18/2020 8/18/2020 8/18/2020		2,345.26CR 1,408.76CR 2,384.44CR 2,175.00CR	093152 093152 093152 093152	 8,313.46
0069	DE PERE GREENHOUSE INC I-33438	DE PERE GREENHOUSE INC	R	8/18/2020		58.00CR	093153	58.00
0917	RICK W DE WEERT I-202008120953	RICK W DE WEERT	R	8/18/2020		35.00CR	093154	35.00

Attachment: 8-18-2020 VOUCHERS (9914 : Voucher approval.)

8/13/2020 10:12 AM

A / P CHECK REGISTER

PAGE: 3

PACKET: 06371 AUG 2020 COUNCIL - 2 8-18-20

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	DERENNE, JOE							
	I-202008120954	REFUND PERMIT	R	8/18/2020		50.00CR	093155	50.00
0075	DIGGERS HOTLINE INC							
	I-200 7 36402 PP2	DIGGERS HOTLINE INC	R	8/18/2020		196.80CR	093156	196.80
7707	DUNCAN ASSOCIATES INC							
	I-337-18-19	DUNCAN ASSOCIATES INC	R	8/18/2020		8,174.89CR	093157	8,174.89
0086	ERC INC							
	I-ERC-0720-8262	ERC INC	R	8/18/2020		429.00CR	093158	429.00
3452	ESRI INC							
	I-Q-421153	ESRI INC	R	8/18/2020		50.00CR	093159	50.00
7422	EXCEL UNDERGROUND LLC							
	I-8079	EXCEL UNDERGROUND LLC	R	8/18/2020		8,049.70CR	093160	
	I-8165	EXCEL UNDERGROUND LLC	R	8/18/2020		10,155.56CR	093160	18,205.26
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-21255	FIRE APPARATUS & EQUIPMENT INC	R	8/18/2020		3,076.99CR	093161	3,076.99
0835	FOSTER COACH SALES INC							
	I-20058	FOSTER COACH SALES INC	R	8/18/2020		47.10CR	093162	
	I-20089	FOSTER COACH SALES INC	R	8/18/2020		42.32CR	093162	
	I-20093	FOSTER COACH SALES INC	R	8/18/2020		102.74CR	093162	192.16
0105	FOX SPECIALITY COMPANY							
	I-440101	FOX SPECIALITY COMPANY	R	8/18/2020		67.21CR	093163	67.21
1	GERARD, PAUL							
	I-202008120955	REFUND CRIBBAGE	R	8/18/2020		12.50CR	093164	12.50
2544	GLOBAL RECOGNITION INC							
	I-200251	GLOBAL RECOGNITION INC	R	8/18/2020		2,633.45CR	093165	2,633.45
0116	GRAINGER INC							
	I-9603872061	GRAINGER INC	R	8/18/2020		261.12CR	093166	261.12
0124	GREEN BAY CITY TREASURER							
	I-133440	GREEN BAY CITY TREASURER	R	8/18/2020		13,195.87CR	093167	13,195.87

Attachment: 8-18-2020 VOUCHERS (9914 : Voucher approval.)

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7528	AARON HANSON I-202008120956	AARON HANSON	R	8/18/2020		107.99CR	093168	107.99
2454	TIMOTHY F HEGGLAND I-202008120957	TIMOTHY F HEGGLAND	R	8/18/2020		6,000.00CR	093169	6,000.00
1244	HOWARD IMMEL INC I-20-18 (1)	HOWARD IMMEL INC	R	8/18/2020		193,488.11CR	093170	193,488.11
1252	HURCKMAN MECHANICAL INDUSTRIES INC I-W32702 I-W32703 I-W32704	HURCKMAN MECHANICAL INDUSTRIES HURCKMAN MECHANICAL INDUSTRIES HURCKMAN MECHANICAL INDUSTRIES	R R R	8/18/2020 8/18/2020 8/18/2020		1,606.52CR 253.00CR 785.56CR	093171 093171 093171	 2,645.08
1399	INDOFF INC C-3388276 I-3386893 I-3389573 I-3390585 I-3393201 I-3394097	INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC	R R R R R R	8/18/2020 8/18/2020 8/18/2020 8/18/2020 8/18/2020 8/18/2020		12.37 31.86CR 48.94CR 73.14CR 59.36CR 348.54CR	093172 093172 093172 093172 093172 093172	 549.47
7620	JT ENGINEERING INC I-190094-03	JT ENGINEERING INC	R	8/18/2020		9,243.00CR	093173	9,243.00
1276	JX ENTERPRISES INC C-14134920P I-14133119P I-14134663P I-14134667P I-14134668P I-14134866P I-14136150P I-14136153P	JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC	R R R R R R R R	8/18/2020 8/18/2020 8/18/2020 8/18/2020 8/18/2020 8/18/2020 8/18/2020 8/18/2020		10.77 384.95CR 354.85CR 95.12CR 36.01CR 23.25CR 111.62CR 17.40CR	093174 093174 093174 093174 093174 093174 093174 093174	 1,012.43
7763	KEY BENEFIT CONCEPTS LLC I-2261268	KEY BENEFIT CONCEPTS LLC	R	8/18/2020		3,450.00CR	093175	3,450.00
3986	KIMPS ACE HARDWARE CORP I-375283	KIMPS ACE HARDWARE CORP	R	8/18/2020		5.49CR	093176	5.49
5228	KOSOBUCKI, MARTY I-202008120958 I-202008120959 I-202008120960 I-202008120961 I-202008120962 I-202008120963 I-202008120964	KOSOBUCKI, MARTY KOSOBUCKI, MARTY KOSOBUCKI, MARTY KOSOBUCKI, MARTY KOSOBUCKI, MARTY KOSOBUCKI, MARTY KOSOBUCKI, MARTY	R R R R R R R	8/18/2020 8/18/2020 8/18/2020 8/18/2020 8/18/2020 8/18/2020 8/18/2020		13.23CR 6.33CR 8.05CR 5.75CR 5.75CR 5.75CR 25.30CR	093177 093177 093177 093177 093177 093177 093177	 70.16

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0153	LAFORCE INC							
	I-1135059	LAFORCE INC	R	8/18/2020		67.00CR	093178	
	I-1831794SO	LAFORCE INC	R	8/18/2020		13.50CR	093178	80.50
2044	LIGHTHOUSE TITLE INC							
	I-202008130965	LIGHTHOUSE TITLE INC	R	8/18/2020		75.00CR	093179	75.00
1	MARSHALEK, MARGARET							
	I-202008130966	REFUND BIN	R	8/18/2020		12.00CR	093180	12.00
0173	MENARDS INC							
	I-69324	MENARDS INC	R	8/18/2020		34.35CR	093181	
	I-69417	MENARDS INC	R	8/18/2020		51.35CR	093181	
	I-69598	MENARDS INC	R	8/18/2020		17.09CR	093181	
	I-69641	MENARDS INC	R	8/18/2020		79.04CR	093181	
	I-69649	MENARDS INC	R	8/18/2020		26.59CR	093181	
	I-69707	MENARDS INC	R	8/18/2020		33.49CR	093181	
	I-69849	MENARDS INC	R	8/18/2020		19.98CR	093181	
	I-70055	MENARDS INC	R	8/18/2020		34.74CR	093181	
	I-70066	MENARDS INC	R	8/18/2020		23.44CR	093181	
	I-70082	MENARDS INC	R	8/18/2020		12.67CR	093181	332.74
3191	NCI							
	I-AR17900	NCI	R	8/18/2020		394.16CR	093182	
	I-AR18266	NCI	R	8/18/2020		394.16CR	093182	
	I-AR18306	NCI	R	8/18/2020		210.00CR	093182	998.32
6555	NES ECOLOGICAL SERVICES							
	I-77972	NES ECOLOGICAL SERVICES	R	8/18/2020		7,753.64CR	093183	7,753.64
0531	NORTHEAST AUTO PARTS INC							
	C-349826	NORTHEAST AUTO PARTS INC	R	8/18/2020		24.99	093184	
	I-349591	NORTHEAST AUTO PARTS INC	R	8/18/2020		32.99CR	093184	
	I-349652	NORTHEAST AUTO PARTS INC	R	8/18/2020		7.30CR	093184	
	I-349688	NORTHEAST AUTO PARTS INC	R	8/18/2020		15.60CR	093184	
	I-349765	NORTHEAST AUTO PARTS INC	R	8/18/2020		36.10CR	093184	
	I-349813	NORTHEAST AUTO PARTS INC	R	8/18/2020		146.96CR	093184	
	I-349845	NORTHEAST AUTO PARTS INC	R	8/18/2020		6.56CR	093184	
	I-349885	NORTHEAST AUTO PARTS INC	R	8/18/2020		9.10CR	093184	
	I-349936	NORTHEAST AUTO PARTS INC	R	8/18/2020		27.48CR	093184	
	I-349956	NORTHEAST AUTO PARTS INC	R	8/18/2020		39.08CR	093184	
	I-349961	NORTHEAST AUTO PARTS INC	R	8/18/2020		32.95CR	093184	329.13

Attachment: 8-18-2020 VOUCHERS (9914 : Voucher approval.)

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6260	NORTHERN SOUND & VIDEO LLC							
	I-IDE50200729	NORTHERN SOUND & VIDEO LLC	R	8/18/2020		16,323.49CR	093185	16,323.49
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-20200263	PETROLEUM EQUIP SERVICE OF WI	R	8/18/2020		3,467.67CR	093186	3,467.67
0208	POMP'S TIRE SERVICE INC							
	I-90066062	POMP'S TIRE SERVICE INC	R	8/18/2020		99.95CR	093187	
	I-90066093	POMP'S TIRE SERVICE INC	R	8/18/2020		84.95CR	093187	184.90
1246	PREVEA HEALTH							
	I-128447	PREVEA HEALTH	R	8/18/2020		145.75CR	093188	145.75
6948	RAY'S TIRE							
	I-1013959	RAY'S TIRE	R	8/18/2020		839.80CR	093189	839.80
0225	RED D MIX CONCRETE INC							
	I-76998	RED D MIX CONCRETE INC	R	8/18/2020		135.60CR	093190	135.60
8202	SHERWIN WILLIAMS CO							
	I-3568-1	SHERWIN WILLIAMS CO	R	8/18/2020		662.50CR	093191	662.50
8158	SHIRLEY FEED MILL							
	I-64057	SHIRLEY FEED MILL	R	8/18/2020		387.80CR	093192	387.80
0257	STREICHER'S INC							
	I-I1443372	STREICHER'S INC	R	8/18/2020		34.99CR	093193	
	I-I1444945	STREICHER'S INC	R	8/18/2020		31.99CR	093193	66.98
0267	TRAFFIC & PARKING CONTROL INC							
	I-I674374	TRAFFIC & PARKING CONTROL INC	R	8/18/2020		657.25CR	093194	657.25
0268	TRUCK EQUIPMENT INC							
	I-909381-00	TRUCK EQUIPMENT INC	R	8/18/2020		4.17CR	093195	
	I-911759-00	TRUCK EQUIPMENT INC	R	8/18/2020		370.58CR	093195	
	I-912095-00	TRUCK EQUIPMENT INC	R	8/18/2020		49.62CR	093195	424.37
8233	UEMSI/HTV							
	I-148769-IN	UEMSI/HTV	R	8/18/2020		1,641.00CR	093196	
	I-2095298-IN	UEMSI/HTV	R	8/18/2020		542.14CR	093196	2,183.14
1229	UTILITY SALES AND SERVICE INC							
	I-70594-IN	UTILITY SALES AND SERVICE INC	R	8/18/2020		180.00CR	093197	180.00

Attachment: 8-18-2020 VOUCHERS (9914 : Voucher approval.)

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PACKET: 06371 AUG 2020 COUNCIL - 2 8-18-20

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3311	VINTON CONSTRUCTION CORP I-20-06 (2)	VINTON CONSTRUCTION CORP	R	8/18/2020		212,941.30CR	093198	212,941.30
5539	VORPAHL FIRE & SAFETY CORP I-215300340	VORPAHL FIRE & SAFETY CORP	R	8/18/2020		372.00CR	093199	372.00
8234	KATIE WARPINSKI I-202008130967	KATIE WARPINSKI	R	8/18/2020		142.00CR	093200	142.00
6418	WI DEPT OF NATURAL RESOURCES I-VPLE0000006039	WI DEPT OF NATURAL RESOURCES	R	8/18/2020		105.00CR	093201	105.00
6469	WI DOCUMENT IMAGING I-109021	WI DOCUMENT IMAGING	R	8/18/2020		832.40CR	093202	832.40
0296	WI ECONOMIC DEVELOPMENT ASSOC I-MR 2020-3334	WI ECONOMIC DEVELOPMENT ASSOC	R	8/18/2020		325.00CR	093203	325.00
7710	WI HUMANE SOCIETY I-1774	WI HUMANE SOCIETY	R	8/18/2020		177.00CR	093204	177.00
7350	WI MEDIA I-3458705	WI MEDIA	R	8/18/2020		94.98CR	093205	94.98
7968	YOUTH ENRICHMENT LEAGUE I-4057	YOUTH ENRICHMENT LEAGUE	R	8/18/2020		2,476.00CR	093206	2,476.00
4173	ZORN COMPRESSOR & EQUIPMENT INC I-320611-00	ZORN COMPRESSOR & EQUIPMENT IN	R	8/18/2020		781.60CR	093207	781.60

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	74	0.00	601,966.37	601,966.37
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	74	0.00	601,966.37	601,966.37

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 8-18-2020 VOUCHERS (9914 : Voucher approval.)

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	8/2020	80,645.05CR
201	8/2020	6,667.33CR
208	8/2020	493.80CR
260	8/2020	5,860.26CR
290	8/2020	7,753.64CR
405	8/2020	479,622.53CR
601	8/2020	11,209.56CR
650	8/2020	9,714.20CR
=====		
ALL		601,966.37CR

Attachment: 8-18-2020 VOUCHERS (9914 : Voucher approval.)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 18, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Operator License applications.

ATTACHMENTS:

- Operator List_8-18-20 (PDF)

CITY OF DE PERE
License Committee - August 18, 2020

New Operator License Applications	
1	ANDERSON, ALEXIS E.
2	DAY, SEAN T.
3	GOEB, ANTHONY J.
4	LEMENSE, CORY P.
5	PAGENKOPF, AMY C.
6	PETERSON, JENNIFER N.
7	WHITE, SAMANTHA T.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 18, 2020

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 18, 2020

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Discussion and Possible Action Concerning Temporary Absences in
Fire Department Battalion Chief Position.
