Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
https://www.deperewi.gov/

Agenda

Tuesday, August 16, 2022 | **7:30 PM** | **Council Chambers and Virtual**

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 16, 2022** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Electronic or telephonic access to the meeting is provided below:

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
United States: +1 (312) 757-3117
Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at http://deperecitywi.iqm2.com/.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the August 2, 2022 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
5. Proclamation for Fair Housing Month.
6. Consideration of Request to Accept $3,500 Donation from Unison Credit Union to Create Police Training Rooms.
7. Consideration of Request to accept $1,000 donation from Denmark State Bank to Police Department for Funding of the Emergency Assistance Voucher Program.
8. Consideration and Possible Action on Request to Transfer Funds from Unassigned Reserves for Main. Ave. Security Camera Power Cabling in the amount of $13,000.
9. Recommendation and Possible Action to approve the 2023 Classification and Compensation Study
10. Recommendation by the License Committee on the application for change of Agent for the following True North locations. #811 - 841 Main Ave; #812 - 1511 Lawrence Dr.; #813 - 1010 S. Broadway; #814 - 1063 N. Broadway.
11. Recommendation from the License Committee on the application for temporary premises description change submitted by St. Norbert College, Inc., (DBA St. Norbert College), 100 Grant St.

12. Recommendation from Plan Commission to Approve a new 2-foot wide Easement and Occupancy Permit in the Alley Between the 400 Block of Main Avenue and Reid Street.
13. Consideration of Staff Recommendation and Possible Action on award of Equipment Proposal 22-07 for Building Maintenance Vehicle.
14. Recommendation from the Board of Public Works to Approve Definitely De Pere's Request to Install Art Sculpture (Falling Stairs) on Fourth Street.
15. Recommendation from the Board of Public Works to allow Public Parking on City Owned Lot at 360 Main Avenue with the exception of winter months, until such time that the property is sold or developed
16. Resolution #22-70 Authorizing Agreement for Contractor Services Between the City of De Pere and Nicholas Herman Uecker, d/b/a On Site Logging (Tree Removal Services in City Right-of-Way; City Designated Section E3).
17. Resolution #22-71 Amending Order for Sidewalk Installation at 3018 Scarlet Oak Road (ED-3014).
18. Resolution #22-72 Authorizing Intergovernmental Agreement Between the City of De Pere and the Town of Ledgeview for Cost Sharing of Curb Repair and Street Resurfacing (Ledgeview Road and Lone Oak Road).
19. Resolution #22-73 Approving Amendment No. 1 to the State/Municipal Project Agreement with Wisconsin Department of Transportation for Lawrence Drive Reconstruction.
20. Resolution #22-74 Approving Revision #1 to the State/Municipal Financial Agreement for a State - LET Highway Project (STH 32 - Main Avenue & Reid Street).
21. Resolution #22-75 Approving Agreement for Consulting Services Between City of De Pere and Dixon Engineering, Inc. (T-Mobile Wireless Antenna Installation - 9th Street Water Tower).
22. Resolution #22-76 Authorizing Agreement for Consulting Services Between the City of De Pere and Walker Consultants, Inc. (Parking Study Implementation and Parking Analysis).
23. Resolution #22-77, A Resolution Authorizing and Providing for the Sale and Issuance of $10,120,000 General Obligation Promissory Notes, Series 2022A, and All Related Details
24. Resolution #22-78, A Resolution Authorizing and Providing for the Sale and Issuance of $895,000 Taxable General Obligation Promissory Notes, Series 2022B, and All Related Details.
25. Voucher approval.
26. Future agenda items.
27. Consideration and Possible Action on Contracting with Outside Counsel.

    PLEASE TAKE NOTICE THAT, pursuant to Wis. Stats. §19.85(1)(e)and §19.85(1)(g), the Council may convene in closed session for the following purposes:

deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session;

and conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

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.

28. 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:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Michelle Knox
Terrie DuBois

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the August 2, 2022 Common Council meeting.**

ATTACHMENTS:

- 8-2-22 Common Council Minutes_Draft (PDF)

Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
https://www.deperewi.gov/

Draft Minutes

Tuesday, August 2, 2022 **7:30 PM** **Council Chambers and Virtual**

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	Alderperson	Present	
Pamela Gantz	Alderperson	Present	
Jonathon Hansen	Alderperson	Present	
Amy Chandik Kundinger	Alderperson	Present	
Shana Defnet Ledvina	Alderperson	Remote	
Devin Perock	Alderperson	Present	
John Quigley	Alderperson	Excused	
Dean Raasch	Alderperson	Present	
James Boyd	Mayor	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the July 19, 2022 Common Council meeting.

RESULT:	**APPROVED [6 TO 0]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Perock, Raasch
EXCUSED:	John Quigley
AWAY:	Shana Defnet Ledvina

4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC

   None.

5. Recommendation from the Board of Park Commissioners to Accept $250 from De Pere Women's Club to Recreation Scholarship Fund.

RESULT:	**ACCEPTED [6 TO 0]**
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Perock, Raasch
EXCUSED:	John Quigley
AWAY:	Shana Defnet Ledvina

6. Recommendation from the Board of Park Commissioners to Accept a $400 Donation from Lions Club for Beer Gardens.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Defnet Ledvina, Perock, Raasch
EXCUSED:	John Quigley

7. Recommendation from the Board of Park Commissioners to Accept a $500 Donation from Brown County Community Women's Club to Community Center Facility & Activities.

RESULT:	**ACCEPTED [6 TO 0]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Perock, Raasch
EXCUSED:	John Quigley
AWAY:	Shana Defnet Ledvina

8. Recommendation from the Board of Park Commissioners to Accept $2,500 Donation from the Wochinske Foundation for Recreation Scholarship Fund.

RESULT:	**ACCEPTED [6 TO 0]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Perock, Raasch
EXCUSED:	John Quigley
AWAY:	Shana Defnet Ledvina

9. Recommendation from Plan Commission to approve an extraterritorial 4 lot certified survey map at 4609 Cottonwood LN in the Town of Ledgeview (Parcel D-2027).

RESULT:	**APPROVED [6 TO 0]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Perock, Raasch
EXCUSED:	John Quigley
AWAY:	Shana Defnet Ledvina

10. Recommendation from Plan Commission to approve a precise implementation plan for a proposed drive-in or convenience food establishment at 1360 Scheuring RD (Parcel WD-D0021-4).

    Economic Development Director Dan Lindstrom answered questions from Council members regarding landscaping and berm requirements to deflect lighting away from neighboring residential property.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Defnet Ledvina, Perock, Raasch
EXCUSED:	John Quigley

11. Consideration and Possible Action on Wisconsin Public Service Distribution Facilities Agreement.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Defnet Ledvina, Perock, Raasch
EXCUSED:	John Quigley

12. Resolution #22-68 Authorizing Lease Agreement Between City of De Pere, De Pere Deacons Hockey Team, Inc. and De Pere Voyageurs Booster Club, Inc. (Locker Room and Storage Facility).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Defnet Ledvina, Perock, Raasch
EXCUSED:	John Quigley

13. Resolution #22-69 Authorizing Street Name Changes (North Stellita Circle to North Midnight Star CircIe; South Stellita CircIe to South Midnight Star CircIe; Beasle Court to Black Shadow Court and Meyer Way to Diamond Breeze Way).

RESULT:	**DENIED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Defnet Ledvina, Perock, Raasch
EXCUSED:	John Quigley

14. Presentation and discussion regarding the City of De Pere's voting tabulator equipment - request of Alderperson Raasch.

    City Clerk Carey Danen provided an overview of the City’s voting equipment including security, encryption, chain of custody, and testing requirements prior to each election.

15. Voucher approval.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Defnet Ledvina, Perock, Raasch
EXCUSED:	John Quigley

16. Future agenda items.

Alderperson Raasch asked staff to research and then present options for guidelines on panhandling in the City. This will go to Finance-Personnel Committee.

Alderperson Hansen asked that the Sustainability Commission look into whether De Pere could apply for an official Bird City Wisconsin designation.

17. Adjournment.

Alderperson Hansen moved, seconded by Alderperson Carpenter to adjourn the meeting at 7:54 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 16, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Proclamation for Fair Housing Month.**

ATTACHMENTS:

- Fair Housing Month-August 2022 (PDF)

PROCLAMATION

FAIR HOUSING MONTH

WHEREAS, *the City Of De Pere recognizes the passage of the Federal Fair Housing Act; Title VIII of the Civil Rights Act of 1968, as amended; and*

WHEREAS, *this law guarantees that housing throughout the United States should be made available to all citizens without regard to race, color, religion, sex, family status, disability or national origin; and*

WHEREAS, *equality of opportunity for all is a fundamental policy of this nation, state and city, and*

WHEREAS, *barriers which diminish the rights and limit the options of any citizen will ultimately diminish the rights of all citizens; and*

WHEREAS, *the cooperation, commitment and support of all the residents of the City of De Pere is necessary to removing barriers to the enjoyment of living where one chooses within one's means.*

NOW, THEREFORE, *I, James Boyd, Mayor of the City of De Pere, Wisconsin, on behalf of the De Pere Common Council and all De Pere citizens, do hereby proclaim the month of August 2022 as*

FAIR HOUSING MONTH

and request and encourage every citizen and business of our community to support and endorse Fair Housing; to reaffirm their commitment to Fair Housing for all, and wholeheartedly recognize these rights and responsibilities throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of De Pere, Wisconsin, this 16th day of August, 2022.

CITY OF DE PERE, WISCONSIN

James G. Boyd

James G. Boyd, Mayor

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Police**
FROM:	**Jeremy Muraski**
SUBJECT:	**Consideration of Request to Accept $3,500 Donation from Unison Credit Union to Create Police Training Rooms.**

This was not recommended by the Finance Committee as there was no meeting on 8/9.

Unison Credit Union made a donation in the amount of $3,500 to the De Pere Police Department for use in creating basement training rooms that can be utilized by police and fire personnel for scenario-based training as well as tactical room entry and room clearing training.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Police**
FROM:	**Jeremy Muraski**
SUBJECT:	**Consideration of Request to accept $1,000 donation from Denmark State Bank to Police Department for Funding of the Emergency Assistance Voucher Program.**

This was not recommended by the Finance Committee as there was no meeting on 8/9.

Denmark State Bank made a donation in the amount of $1,000 to the De Pere Police Department for use in funding the Emergency Assistance Voucher Program. This is the program that allows officers to provide emergency temporary lodging.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Information Technology**
FROM:	**Steve Massey**
SUBJECT:	**Consideration and Possible Action on Request to Transfer Funds from Unassigned Reserves for Main. Ave. Security Camera Power Cabling in the amount of $13,000.**

ATTACHMENTS:

- Mayor and CC - Consider request by IT Director to transfer funds from Unassigened Reserves for Main Ave Security Camera Power Cabling (DOCX)

CITY OF DE PERE
MEMO

To: Mayor James Boyd
Common Council Members
From: Steve Massey, City IT Director
Date: August 10, 2022
RE: Request to Transfer Funds from Unassigned Reserves - Main Ave. Security Camera Power Cabling

The City of De Pere completed phase 1 of the city facility security camera implementation in March 2021. Phase 1 included the installation of security cameras at the City Hall Complex and the Art Alley. Since the implementation, the De Pere Police Department has been able to easily locate evidentiary video and use it to identify suspects in several cases including damage done to Art Alley exhibits. At this point in time there appears to be a reduction in criminal behavior observed in and around the art alley. Based on Police Department needs and alderperson feedback City Council approved the installation of 3 additional security cameras on Main Ave. in August 2021.

At that time the project was approved the plan was to utilize existing power cabling in the City owned light poles where the cameras will be installed. Upon further investigation the Building Maintenance department discovered that existing power cabling could not be used because the power cables are connected to a central dusk to dawn sensor for the streetlights. New power cabling needs to be ran to several light poles to power the security cameras at the cost of $13,000. The City Administrator has preapproved the installation of new power cabling and we anticipate the power cables to be installed in the next several weeks. Staff is seeking the transfer of funds ($13,000) from unassigned reserves.

SDM

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Recommendation and Possible Action to approve the 2023 Classification and Compensation Study**

ATTACHMENTS:

- Memo to Council -V3 (PDF)
- Final grade Assignments- V2 (PDF)
- De Pere WI - Draft Final Report with Attachements 8.10.2022 (PDF)

CITY OF DE PERE
MEMO

To: Members of the Common Council

From: Shannon Metzler, Human Resources Director

Date: August 16, 2022

RE: Recommendation and Possible Action to approve the 2023 Classification and Compensation Study

As approved by the City Council earlier this year, the City hired Baker Tilly to conduct a compensation study. The compensation study included a review of all non-represented (non-union) positions to quantitatively evaluate and determine market competitiveness and to recommend updates to the grade order as determined by the market analysis. The last formal compensation study was completed in 2013 when we hired Carlson and Dettmann Consulting LLC and all non-represented positions were reviewed. In 2018 a cursory market study was conducted also by Carlson and Dettman Consulting, LLC and was implemented in 2019.

Baker Tilly evaluated the City's positions using the Systematic Analysis and Factor Evaluation (SAFE®) point factor evaluation process. SAFE® is comprised of nine factors developed specifically for local government positions and allows positions to be slotted hierarchy across the City's pay grades. It's important to emphasize that job evaluation is a measurement of the position and not the person in the position.

In addition, Baker Tilly completed a market assessment. The market assessment included 15 public peer organizations and three sources of published salary data that were used as a private sector benchmark. The market data showed that overall, the City's control point (step 6 of the current pay plan) is less than 1% below the market mid-point. This means that overall, our plan is still competitive.

Pay Grade and Title Changes

Baker Tilly is recommending the following positions move up one pay grade:

- Information Technology Director
- Assistant Fire Chief
- GIS Manager/Project Manager
- Water Department Supervisor
- Building Inspector
- Maintenance Specialist
- Recreation Supervisor
- Arborist
- Engineer Technician
- GIS Technician

- IT Support Specialist
- Recreation Coordinator
- Video Production Specialist

Baker Tilly is recommending the following positions move up two pay grades:

- Health Officer/Director
- Assistant City Engineer

Based on the review of the Position Analysis Questionnaires (PAQ) that were submitted, Baker Tilly is recommending reclassifying the DPW Maintenance Workers to DPW Equipment Operators. The Assistant City Administrator role will now supervise a department year-round in addition to the current responsibilities, so the yearly stipend was increased from $2,000 to $5,000. The following title changes were also recommended.

Current Title	Proposed Title
Communication Specialist/Administrative Assistant	Communication Specialist
GIS Technician	GIS Analyst
Accounts Payable Clerk	Accounting Clerk
Payroll Specialist	Payroll/Accounting Specialist
Water Maintenance Worker	Water Utility Operator

How the Current Pay Plan Works

The pay plan is a hybrid with steps to the control point and open "pay for performance" range to the maximum. Generally, the City tries to hire new employees at step 1 however, newly hired employees may be placed administratively anywhere in the assigned range with Human Resources Director approval (up to step 6) or City Administrator approval (above step 6). Employees hired on one of the steps advance one step each January 1st, until they reach step 6. Once they reach step 6, employees can advance through the range by receiving a salary increase through the pay-for-performance process. Employees can receive pay for performance if they are recommended by their supervisor/department head for an outstanding performance award and the performance award review teams awards them a salary increase. Please note that the City's pay-for-performance program allows the performance award review team to award employees that fall anywhere within the pay range (stepping or above step 6) to be awarded pay for performance in the form of a bonus or a one-time allotment of additional paid time off, however only those that are done stepping are eligible for a salary increase.

Implementation Analysis

The 2023 pay plan was first adjusted by the yearly market adjustment, which is completed every year. For 2023, a 5% across-the-board yearly adjustment is being recommended; this adjustment is included in the 2023 budget process and is not included in the implementation costs below.

Baker Tilly developed 2 implementation scenarios for the City to consider, Option 1 and Option 2, as outlined below.

- **Option 1:** Employees receive the step closest to their current salary without a decrease. If a position's grade has changed, the employee would receive the step in that new grade relative to their current salary. For example, if an employee were on step 5 of grade K, they would move to

step 3 of grade L, as step 3 is above their current rate of pay. Employees that were previously above the control point of their pay range that move into a new grade, may now be on a step.

- **Option 2:** Employees maintain their current compa ratio. If a position's grade has changed, the employee would stay on the same step regardless. If an employee was above the control point and their pay grade changed, they would maintain that same percentage above the control point in the new grade.

Through working with Baker Tilly, they are recommending adding two additional steps to our pay plan (steps 7 and 8) with step 8 being 105% of the market. This would allow employees to automatically step up with years of service. Employees would then be slightly higher than the average rate (our control point). Our current pay plan goes up to 120% of market. Baker Tilly is suggesting moving the range maximum to 125% of market. This still allows the same spread for pay for performance as there currently is (i.e. a 20% spread). Therefore, without a performance award salary increase, employees will automatically step up to step 8 (105%) of market. (Employees will only move beyond 105% through pay for performance). This approach matches closer to the City's philosophy of being a leader in the market.

The cost to implement Option 1 and Option 2, based on both a 6-Step and 8-Step plan is follows:

	6-Step Plan	8-Step Plan
Option 1	$24,627	$50,115
Option 2	$144,325	$183,079

The cost to implement the compensation and classification study does not include the cost of benefits, which is currently 14.15%.

Recommendation

We are recommending moving to the 8-Step plan but delaying the implementation of the additional steps (7 & 8) until 2024. Due to the large difference in implementation cost, we are recommending option 1. Even though we would like to have employees stay on their current step, it is typically not cost-effective. With the past compensation study and market reviews, we used the implementation scenario described in Option 1. According to Baker Tilly that is the typical approach to implementation.

The overall cost to implement Option 1, staying with the 6-Step plan for 2023, would be $24,627. These changes would go into effect January 1, 2023 and the cost would be budgeted in the 2023 budget.

We are also recommending adding Option 1 with the 8-Step plan but delaying the implementation of the additional steps until January 1, 2024. That implementation cost would be budgeted into the 2024 budget.

The final report and the proposed grade order sheet is attached. The proposed pay grade order sheet has been updated by the yearly market adjustment (5%) being proposed in the 2023 budget.

Please feel free to contact me at 339-4045 if you have questions prior to the meeting. Thank you.

Attachment 6
City of De Pere, WI

bakertilly

Title & Grade Assignment

Department	Proposed Title	Market Grade	Step 1	Control Point	Maximum
Legal	City Attorney	U	$114,046	$130,354	$162,942
Development Services	Development Services Director	T	$109,546	$125,195	$156,494
Public Works	Public Works Director	T	$109,546	$125,195	$156,494
Public Works	City Engineer	S	$104,832	$119,787	$149,734
Finance	Finance Director	S	$104,832	$119,787	$149,734
Fire	Fire Chief	S	$104,832	$119,787	$149,734
Health	Health Officer/Director	S	$104,832	$119,787	$149,734
Human Resources	Human Resources Director/Assistant City Administrator *	S	$104,832	$119,787	$149,734
Information Technology	Information Technology Director	S	$104,832	$119,787	$149,734
Parks, Recreation & Forestry	Parks, Recreation & Forestry Director	S	$104,832	$119,787	$149,734
Police	Police Chief	S	$104,832	$119,787	$149,734
Public Works	Assistant City Engineer	Q	$93,205	$106,558	$133,198
Fire	Assistant Fire Chief	Q	$93,205	$106,558	$133,198
Police	Police Captain	Q	$93,205	$106,558	$133,198
Fire	Battalion Chief	O	$83,949	$95,950	$119,938
Legal	Assistant City Attorney	N	$79,331	$90,667	$113,334
Public Works	Street Superintendent	N	$79,331	$90,667	$113,334
Finance	City Clerk	M	$74,734	$85,342	$106,678
Public Works	Maintenance Supervisor	M	$74,734	$85,342	$106,678
Parks, Recreation & Forestry	Park Superintendent/Forester	M	$74,734	$85,342	$106,678
Parks, Recreation & Forestry	Recreation Superintendent	M	$74,734	$85,342	$106,678
Public Works	Water Department Supervisor	M	$74,734	$85,342	$106,678
Development Services	GIS Manager/Project Manager	M	$74,734	$85,342	$106,678
Development Services	Senior Building Inspector	L	$70,054	$80,059	$100,074
Development Services	Senior Planner	L	$70,054	$80,059	$100,074
Police	Social Worker	L	$70,054	$80,059	$100,074

Attachment 6
City of De Pere, WI

bakertilly

Department	Proposed Title	Grade	Step 1	Control Point	Maximum
Development Services	Building Inspector	K	$65,395	$74,797	$93,496
Health	Public Health Nurse	K	$65,395	$74,797	$93,496
Parks, Recreation & Forestry	Recreation Supervisor	K	$65,395	$74,797	$93,496
Health	Sanitarian	K	$65,395	$74,797	$93,496
Public Works	Maintenance Specialist	K	$65,395	$74,797	$93,496
Public Works	Engineering Senior Technician	J	$60,798	$69,493	$86,866
Human Resources	Human Resources Generalist	J	$60,798	$69,493	$86,866
Police	Business Manager	J	$60,798	$69,493	$86,866
Administration	Communication Specialist	I	$56,181	$64,168	$80,210
Finance	Deputy Clerk/Treasurer	I	$56,181	$64,168	$80,210
Public Works	Engineering Technician	I	$56,181	$64,168	$80,210
Development Services	GIS Analyst	I	$56,181	$64,168	$80,210
Information Technology	IT Support Specialist	I	$56,181	$64,168	$80,210
Public Works	Mechanic	I	$56,181	$64,168	$80,210
Legal	Paralegal	I	$56,181	$64,168	$80,210
Finance	Payroll/Accounting Specialist	I	$56,181	$64,168	$80,210
Human Resources	Talent Acquisition Specialist	I	$56,181	$64,168	$80,210
Parks, Recreation & Forestry	Arborist	I	$56,181	$64,168	$80,210
Public Works	DPW Leadperson/DPW Equipment Operator **	H	$51,522	$58,885	$73,606
Police	Police Technical Support Analyst	H	$51,522	$58,885	$73,606
Public Works	DPW Equipment Operator	H	$51,522	$58,885	$73,606
Parks, Recreation & Forestry	Recreation Coordinator	H	$51,522	$58,885	$73,606
Public Works	Water Utility Operator	H	$51,522	$58,885	$73,606
Finance	Accounting Clerk	G	$46,883	$53,581	$66,976
Multiple	Administrative Assistant	G	$46,883	$53,581	$66,976
Muncipal Court	Municipal Court Clerk	G	$46,883	$53,581	$66,976
Parks, Recreation & Forestry	Park Leadperson/Parks Maintenance Worker **	G	$46,883	$53,581	$66,976
Parks, Recreation & Forestry	Parks Maintenance Worker	G	$46,883	$53,581	$66,976
Information Technology	Video Production Specialist	G	$46,883	$53,581	$66,976

* receives $5,000 annual stipend
** receives $1.00 extra per hour

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August 5, 2022

Shannon Metzler
Human Resources Director
City of De Pere
335 South Broadway Street
De Pere, WI 54115

Dear Ms. Metzler:

Baker Tilly US, LLP ("Baker Tilly") is pleased to provide the City of De Pere, Wisconsin ("De Pere" or "the City") with results from the completed Classification and Compensation Study. This report documents the approach, findings, and recommendations resulting from the study.

We would like to thank you, as well as other City staff that aided us in bringing this study to its successful completion. We understand that your employees are your greatest asset and without a competitive pay program the City of De Pere may struggle to attract qualified candidates and retain/reward experienced employees. We have created a classification and compensation system that, if implemented, will ensure that the City's positions are externally competitive and internally equitable.

It has been a pleasure working with the City of De Pere and we hope to provide you with professional assistance in the future. Further, we would be happy to answer any questions or points of clarity to the findings and recommendations of this study.

Sincerely,

Jada Kent

Jada Kent, CCP
Senior Manager

Brenda Turner

Brenda Turner, CCP
Manager

Project Methodology

Baker Tilly approached the classification and compensation study for the City of De Pere by completing each of the following phases or milestones:

- **Data Collection** - Baker Tilly initiated the study by conducting a planning meeting with the City's project team to discuss the current classification and compensation system, goals for conducting the study, and to walk through each phase of the process. Next, Baker Tilly collected documentation from the City, to include job descriptions, organization charts, pay structure, personnel policies, and any other documentation describing how work is performed or compensated. Finally, Baker Tilly facilitated communication meetings with department heads and employees to inform them about the study, answer questions, and review the position analysis questionnaire (PAQ) they were asked to complete. Once PAQ responses were compiled, the City's leadership was tasked with reviewing and providing feedback on employee PAQ responses, as necessary, to ensure accurate and completes responses were provided.

- **Position review** – employee completed PAQs were the basis for a classification review in which Baker Tilly reviewed position titles and made recommendations, as necessary, to ensure titles appropriately reflected the nature and level of work performed. Next, Baker Tilly conducted a job evaluation using our point factor evaluation tool, called SAFE, resulting in a hierarchy of jobs reflective of City's internal equity.

- **Market Assessment** - Baker Tilly assisted the City in identifying appropriate and relevant peer organizations to collect market competitive values (base pay salaries) for benchmark positions from. The results were analyzed and reviewed with the City's project team to determine the organizations desired position within the market.

- **Benefits Comparison** – Peer information on pay plans, pay policies, paid time off programs, health insurance, and retirement was also collected during the market study. A comparison to the City's offerings was prepared.

- **Pay Plan Development** – Baker Tilly utilized the City's existing pay plan and reestablished grade assignments for positions with consideration to internal and external equity. After grade assignments were finalized, implementation costs were calculated and reviewed with the City's project team.

- **Job Descriptions** – De Pere's existing job descriptions will be updated based on finalized job evaluation designations to include any adjustments to titles, FLSA status, education or experience, supervisory relationships, as well as working conditions and physical demands in compliance with the Americans with Disabilities Act (ADA) requirements.

- **Project Completion** - At the conclusion of the study, Baker Tilly prepared this final report documenting the methodology used throughout the classification and compensation study, findings and results of the study, as well as our recommendations based on those results. Going forward, Baker Tilly will provide training to De Pere's human resources team responsible for the maintenance and administration of the new classification and compensation system. This includes instructions for utilizing our SAFE Job Evaluation system going forward.

Position Review

Title Review

Titles were reviewed to ensure consistency in formatting and spelling as well as to ensure titles appropriately reflected the nature and level of work performed. Baker Tilly worked with the City's project team to review and finalize title adjustments. A comparative list of current titles to project titles can be found in ***Attachment 1*.**

Job Evaluation

Job evaluation is the process of comparing a job against other jobs within the organization as a means for determining the relative value of each job. In other words, job evaluation is a tool for identifying the internal value within the organization.

The Systematic Analysis and Factor Evaluation (SAFE®) is a point factor evaluation process comprised of nine (9) compensable factors and was developed specifically for the measurement of local government positions. Job evaluation is often the preferred method for reviewing jobs internally because, as an approach, it tends to be systematic, objective, and – therefore - defensible. For that reason, job evaluation is often a tool used to comply with federal, state, local regulations related to the Equal Pay Act.

All positions were evaluated against the following compensable factors:

Education	Human interaction	Independence of actions
Experience	Working conditions	Impact on the organization
Level of work	Physical demands	Supervision exercised

In using a point factor job evaluation system, the result is a total score for each position which represents the internal value of that position. Collectively, these total scores establish a hierarchy across the organization. It's important to emphasize that job evaluation is a measurement of the position and not the person in the position. Baker Tilly established preliminary job evaluation designations based on employee completed PAQs. The City's project team reviewed and revised SAFE designations, as necessary, and worked with Baker Tilly to establish final scores for each position included in the study.

The following factors were not considered when evaluating positions with the SAFE methodology: employee performance, length of service with the organization, amount of time in the position, education or experience more than what is required by the position, current salary, or market rates.

Market Assessment

Public Peer Organizations

Understanding your labor market is key to selecting relevant peer organizations for a market study. Factors to consider include industry, organization size, geographic location, competition for talent, and published data available.

De Pere identified 15 public peer organizations to be included in the study and base pay information was collected from all 15 organizations, listed below.

1. Appleton
2. Ashwaubenon
3. Fitchburg
4. Fox Crossing
5. Grand Chute
6. Green Bay
7. Manitowoc
8. Menasha
9. Mequon
10. Middleton
11. Neenah
12. Oak Creek
13. Oshkosh
14. Outagamie County
15. Sun Prairie

Published Sources

Published salary data was used as a private sector benchmark in this assessment with data from the following sources included in the study:

- Comp Analyst is a salary data resource from Salary.com that is comprised of HR-reported pay data comprised of 800 million market data points from more than 25,000 organizations resulting in data across 15,000 unique job title, 225 industry breakouts, 27,000+ compensable factors, in 42,000+ geographies.

- Bureau of Labor Statistics (BLS). The Occupational Employment Statistics (OES) survey is a semiannual survey measuring wage rates by industry and is displayed nationally, by state, and/or metropolitan area. BLS data used in this survey was pulled at the 10th and 90th percentile to represent the minimum and maximum thresholds of a salary range.

- Economic Research Institute (ERI) is a salary data resource reporting market data for more than 11,000 jobs in more than 9,000 different locations across more than 1,100 industry sectors. ERI data is updated quarterly. ERI data used in this survey was pulled at the 10th and 90th percentile to represent the minimum and maximum thresholds of a salary range

Data Adjustments

The market data obtained was adjusted, as necessary, to account for the following:

- Differences in work week. For example, reported salaries for a 37.5-hour work week was adjusted to reflect that wage for a 40-hour work week.

- If the market data obtained did not reflect the year in which this study was conducted, the data was aged using World at Work's Annual Salary Budget Survey results.

- Geographic adjustments were applied to account for cost-of-labor differences between the City of De Pere and peer organizations. Baker Tilly uses cost-of-labor differentials reported by the ERI's Geographic Assessor tool. Where cost of living is a measurement of goods and services in each area, the cost of labor is a measurement of compensation paid. Cost of labor can be impacted by the cost of living, but also relates to the supply and demand of labor in each area (rate of unemployment and number of qualified laborers).

    - Geographic differentials applied for each peer and published source can be found in ***Attachment 2.*** A negative adjustment means the cost of labor in that peer's location is greater than in De Pere.

Quality Control

Baker Tilly prepared a summary of each benchmark position which included minimum education and experience requirements. Peer organizations were asked to match the position within their organization with at least a 75% overlap in duties and responsibilities. Baker Tilly reviewed peer

responses and removed or replaced data that appeared to be an inappropriate match. Some organizations returned base pay information for Baker Tilly to match on their behalf.

Because market results are established by a calculation (such as an average of all midpoints), a bigger sample size tends to yield greater confidence in those results. Therefore, Baker Tilly required at least four matches per benchmark position to determine a market value. Positions that had insufficient data (less than four matches) are identified as such in the market results.

Market Results

Of De Pere's 55 positions, 47 were included in the survey as benchmark positions (85%). Baker Tilly requested pay ranges (minimum to maximum) and calculated for the midpoint of each collected range. Of the 47 benchmark positions, 3 received insufficient data and a market value was not calculated. Overall, market values were established for 80% of De Pere's positions.

Average minimum, midpoint, and maximum data results can be found in ***Attachment 3.*** The market average midpoint is commonly observed to reflect "the market" value for a given position. A calculated comparison of De Pere's control point against the market average midpoint for each benchmark position can be found in ***Attachment 4.***

Pay Plan Development

Upon reviewing the market survey results with the City's project team, Baker Tilly led a discussion with the organization regarding desired position within market, pay plan design preferences, and an approach for classifying positions to the pay plan.

The City elected to maintain their existing pay structure with adjustments as necessary.

Proposed Pay Plan

The pay plan is a hybrid with steps to the midpoint/control point and open range to the maximum. There are 20 lettered grades from B to U with an average range spread of around 42.8%. From the control point, each step goes down 2.5 percentage points. The pay plan can be found in ***Attachment 5.***

Grade assignments were reestablished with consideration to internal and external data. More specifically, job evaluation results and market average midpoints were used a guidepost to establish preliminary grade assignments. Adjustments were made to account for supervisor-subordinate relationships, unique market conditions, circumstances where positions were responsible for new or additional duties that impacted the nature and level of work performed, as well as current grade assignments to ensure positions did not receive a decrease in pay. Proposed grade assignments can be found in ***Attachment 6.***

An 8-step plan has also been prepared for the City to implement in 2024. In this pay plan, there are 2 steps beyond the control point, and then an open range to the maximum. The top end of the pay scale was then adjusted to 125% of control point vs 120% to maintain the same percentage (20%) for pay for performance. This pay plan can be found in ***Attachment 7***. Implementation calculations have also been provided based on the 8-step pay plan.

Regression Analysis

In statistical modeling, a regression analysis is used to measure the relationships between data sets and even predict one variable based on another. Here, Baker Tilly used a regression analysis to compare internal data to external data. More specifically, SAFE scores were compared against market average midpoints. The regression analysis, which can be found in ***Attachment 8,*** shows that the internal values for benchmark positions are very closely aligned to those external values with a 90.09% correlation.

As a result, the City would be able to maintain the SAFE job evaluation system as a means for reclassifying positions that have changed over time, new positions, consolidated positions, etc. into the future.

Implementation Analysis

Baker Tilly developed 2 implementation scenarios for the City to consider. Implementation calculations represent base pay only.

1. Employees receive the step closest to their current salary without a decrease. If a positions grade has changed, the employee would receive the step in that new grade relative to their current salary. For example, if an employee were on step 5 but their position moves into a new pay grade, they may now be on a step lower than 5. Employees that were previously above the control point of their pay range that move into a new grade, may now be on a step.

2. Employees maintain their current compa ratio. If a positions grade has changed, the employee would stay on the same step regardless. If an employee was above the control point and their pay grade changed, they would maintain that same percentage above the control point in the new grade.

Recommendations

The City of De Pere is a service-oriented organization. The organization delivers services through its employees who are a major investment in the organization's infrastructure.

This report contains information which has been gathered from a variety of sources, objectively analyzed, and structured in a way that will provide a fair, defensible, and competitive system for the City to compensate its employees. It is our independent judgment that has resulted in the following recommendations.

We urge the City of De Pere to:

- Approve the recommended position title and classification adjustments.

- Approve the proposed pay plan and position grade assignments.

- Approve an implementation scenario that addresses the City's compensation philosophy and/or business goals, and that is fiscally attainable and sustainable.

- Continue efforts to maintain the classification and compensation system by routinely reviewing positions, descriptions, and market rates. This includes adjustments to the pay structure annual to keep pace with the market as well as adoption of merit increases to reward employees and keep them moving through their pay ranges.

Position List - Title Changes

Department	Client Title	Proposed Title
Administration	Communication Specialist/Administrative Assistant	**Communication Specialist**
Development Services	Building Inspector	Building Inspector
Development Services	Development Services Director	Development Services Director
Development Services	GIS Technician	**GIS Analyst**
Development Services	GIS Manager/Project Manager	GIS Manager/Project Manager
Development Services	Senior Building Inspector	Senior Building Inspector
Development Services	Senior Planner	Senior Planner
Finance	Accounts Payable Clerk	**Accounting Clerk**
Finance	City Clerk	City Clerk
Finance	Deputy Clerk/Treasurer	Deputy Clerk/Treasurer
Finance	Finance Director	Finance Director
Finance	Payroll Specialist	**Payroll/Accounting Specialist**
Fire	Assistant Fire Chief	Assistant Fire Chief
Fire	Battalion Chief	Battalion Chief
Fire	Fire Chief	Fire Chief
Health	Health Officer/Director	Health Officer/Director
Health	Public Health Nurse	Public Health Nurse
Health	Sanitarian	Sanitarian
Human Resources	Human Resources Director/Assistant City Administrator	Human Resources Director/Assistant City Administrator
Human Resources	Human Resources Generalist	Human Resources Generalist
Human Resources	Talent Acquisition Specialist	Talent Acquisition Specialist
Information Technology	Information Technology Director	Information Technology Director
Information Technology	IT Support Specialist	IT Support Specialist
Information Technology	Video Production Specialist	Video Production Specialist
Legal	Assistant City Attorney	Assistant City Attorney
Legal	City Attorney	City Attorney
Legal	Paralegal	Paralegal
Multiple	Administrative Assistant	Administrative Assistant
Muncipal Court	Municipal Court Clerk	Municipal Court Clerk

Department	Client Title	Proposed Title
Parks, Recreation & Forestry	Arborist	Arborist
Parks, Recreation & Forestry	Park Leadperson/Parks Maintenance Worker	Park Leadperson/Parks Maintenance Worker
Parks, Recreation & Forestry	Park Superintendent/Forester	Park Superintendent/Forester
Parks, Recreation & Forestry	Parks Maintenance Worker	Parks Maintenance Worker
Parks, Recreation & Forestry	Parks, Recreation & Forestry Director	Parks, Recreation & Forestry Director
Parks, Recreation & Forestry	Recreation Coordinator	Recreation Coordinator
Parks, Recreation & Forestry	Recreation Superintendent	Recreation Superintendent
Parks, Recreation & Forestry	Recreation Supervisor	Recreation Supervisor
Police	Business Manager	Police Business Manager
Police	Police Captain	Police Captain
Police	Police Chief	Police Chief
Police	Police Technical Support Analyst	Police Technical Support Analyst
Police	Social Worker	Social Worker
Public Works	Assistant City Engineer	Assistant City Engineer
Public Works	City Engineer	City Engineer
Public Works	DPW Leadperson/DPW Equipment Operator	DPW Leadperson/DPW Equipment Operator
Public Works	Engineering Senior Technician	Engineering Senior Technician
Public Works	Engineering Technician	Engineering Technician
Public Works	Maintenance Specialist	Maintenance Specialist
Public Works	Maintenance Supervisor	Maintenance Supervisor
Public Works	Mechanic	Mechanic
Public Works	Public Works Director	Public Works Director
Public Works	DPW Equipment Operator	DPW Equipment Operator
Public Works	DPW Maintenance Worker	**Reclassified to DPW Equipment Operator**
Public Works	Street Superintendent	Street Superintendent
Public Works	Water Department Supervisor	Water Department Supervisor
Public Works	Water Maintenance Worker	**Water Utility Operator**

Peer Organizations

Date Pulled	Client Name	Location	Geo Adjust	Client Avg Base
6/12/2022	City of De Pere, WI	De Pere, WI	94.6	71,924

Peer #	Peer Organization	Locality Used	ERI Indicator	GeoDiff %
1	City of Appleton	Appleton, WI	96.7	-2.1%
2	City of Green Bay	Green Bay, WI	95.6	-1.0%
3	City of Manitowoc	Manitowoc, WI	93.2	1.4%
4	City of Menasha	Menasha, WI	95.8	-1.2%
5	City of Mequon	Mequon, WI	100.8	-6.2%
6	City of Middleton	Middleton, WI	96.8	-2.2%
7	City of Oak Creek	Oak Creek, WI	101.1	-6.5%
8	City of Oshkosh	Oshkosh, WI	96.7	-2.1%
9	City of Sun Prairie	Sun Prairie, WI	96.8	-2.2%
10	Outagamie County	Appleton, WI	96.7	-2.1%
11	Town of Grand Chute	Grand Chute, WI	96.7	-2.1%
12	Village of Ashwaubenon	Ashwaubenon, WI	94.9	-0.3%
13	Economic Research Institute (ERI)	De Pere, WI	94.6	0.0%
14	Comp Analyst	United States Average	100	-5.4%
15	Bureau of Labor Statistics (BLS)	Wisconsin State Average	97.6	-3.0%
16	City of Fox Crossing	Neenah, WI	96.1	-1.5%
17	City of Neenah	Neenah, WI	96.1	-1.5%

#	Department	Benchmark Position	Matches	Avg Minimum	Average Midpoint	Avg Maximum	% Range Spread
1	Development Services	Development Services Director	13	$93,306.02	$108,096.05	$123,337.43	32%
2	Development Services	Senior Planner	13	$64,518.44	$76,001.05	$87,483.66	36%
3	Finance	Finance Director	13	$99,247.35	$115,601.57	$131,104.72	32%
4	Finance	City Clerk	13	$69,188.36	$79,994.64	$91,445.31	32%
5	Finance	Deputy Clerk/Treasurer	12	$51,159.75	$58,932.38	$66,705.01	30%
6	Finance	Payroll Specialist	10	$43,933.98	$53,977.31	$61,411.71	40%
7	Fire	Fire Chief	9	$97,678.19	$113,438.32	$129,198.45	32%
8	Fire	Assistant Fire Chief	9	$83,019.79	$96,512.28	$110,004.76	33%
9	Fire	Battalion Chief	6	$80,585.90	$92,308.34	$104,030.78	29%
10	Health	Health Officer/Director	5	$87,896.45	$109,148.65	$130,400.84	48%
11	Human Resources	Human Resources Generalist	13	$56,446.03	$67,896.03	$79,346.02	41%
12	Human Resources	Human Resources Director/Assistant City Administrator	10	$96,321.80	$114,682.18	$133,042.55	38%
13	Information Technology	Information Technology Director	8	$92,411.13	$107,960.35	$123,509.57	34%
14	Legal	City Attorney	12	$107,449.52	$124,820.64	$149,534.25	39%
15	Parks, Recreation & Forestry	Recreation Coordinator	9	$51,387.00	$62,759.48	$70,793.43	38%
16	Parks, Recreation & Forestry	Parks, Recreation & Forestry Director	10	$86,059.31	$101,623.12	$116,350.30	35%
17	Parks, Recreation & Forestry	Recreation Superintendent	7	$64,899.02	$76,583.92	$88,268.82	36%
18	Parks, Recreation & Forestry	Parks Maintenance Worker	13	$42,671.15	$50,666.62	$57,021.13	34%
19	Police	Police Chief	12	$99,390.78	$115,065.81	$130,740.83	32%
20	Police	Police Captain	12	$81,330.83	$96,137.44	$110,944.05	36%
21	Public Works	Public Works Director	12	$99,967.53	$116,945.00	$132,424.41	32%
22	Public Works	Assistant City Engineer	8	$84,434.69	$99,931.86	$115,429.04	37%
23	Public Works	Maintenance Supervisor	12	$64,123.10	$77,111.72	$88,017.33	37%
24	Public Works	Engineering Technician	12	$52,435.23	$63,922.18	$75,409.14	44%
25	Public Works	DPW Equipment Operator	10	$46,169.29	$54,842.44	$61,707.21	34%
26	Public Works	Water Department Supervisor	11	$68,430.43	$81,462.46	$95,417.98	39%
27	Public Works	Water Maintenance Worker	13	$45,650.90	$54,641.16	$62,020.40	36%
28	Development Services	Building Inspector	13	$55,981.97	$69,061.09	$80,077.64	43%
29	Development Services	GIS Technician	11	$51,409.81	$63,173.76	$72,927.58	42%
30	Finance	Accounts Payable Clerk	11	$40,560.53	$49,233.40	$56,836.68	40%
31	Health	Public Health Nurse	5	$59,416.06	$67,614.69	$75,813.33	28%
32	Health	Sanitarian	3	Insufficient Data			
33	Human Resources	Talent Acquisition Specialist	3	Insufficient Data			
34	Information Technology	IT Support Specialist	12	$50,445.11	$61,215.68	$71,986.24	43%
35	Legal	Assistant City Attorney	3	Insufficient Data			
36	Legal	Paralegal	9	$45,983.91	$56,474.07	$68,101.02	48%
37	Muncipal Court	Municipal Court Clerk	7	$42,222.32	$49,631.03	$57,039.75	35%
38	Parks, Recreation & Forestry	Arborist	8	$48,137.58	$59,115.47	$66,595.91	38%
39	Parks, Recreation & Forestry	Recreation Supervisor	8	$58,008.46	$69,514.72	$79,135.56	36%
40	Police	Business Manager	6	$57,838.61	$68,243.42	$78,489.84	36%
41	Police	Social Worker	6	$49,446.36	$61,074.39	$71,704.17	45%
42	Public Works	City Engineer	10	$90,040.25	$110,376.51	$131,821.35	46%
43	Public Works	Street Superintendent	8	$71,750.15	$85,091.46	$98,432.76	37%
44	Public Works	Engineering Senior Technician	8	$56,431.53	$67,750.16	$79,068.79	40%
45	Public Works	Mechanic	12	$48,296.95	$59,346.36	$68,215.59	41%
46	Multiple	Administrative Assistant	13	$40,064.59	$48,457.95	$56,273.14	40%
47	Public Works	DPW Maintenance Worker	14	$40,518.72	$48,790.38	$55,258.66	36%

Department	Position Title	Current Midpoint	95% of Mkt	+ / (-) Mkt	Avg. Midpoint	+ / (-) Mkt	105% of Mkt	+ / (-) Mkt
Development Services	Development Services Director	$124,061.60	$102,691.25	▼(17.2%)	$108,096.05	▼(12.9%)	$113,500.85	▼(8.5%)
Development Services	Senior Planner	$79,112.80	$72,201.00	▼(8.7%)	$76,001.05	▼(3.9%)	$79,801.10	▲0.9%
Finance	Finance Director	$118,383.20	$109,821.49	▼(7.2%)	$115,601.57	▼(2.3%)	$121,381.65	▲2.5%
Finance	City Clerk	$84,364.80	$75,994.91	▼(9.9%)	$79,994.64	▼(5.2%)	$83,994.37	▼(0.4%)
Finance	Deputy Clerk/Treasurer	$63,419.20	$55,985.76	▼(11.7%)	$58,932.38	▼(7.1%)	$61,879.00	▼(2.4%)
Finance	Payroll Specialist	$63,419.20	$51,278.44	▼(19.1%)	$53,977.31	▼(14.9%)	$56,676.17	▼(10.6%)
Fire	Fire Chief	$118,383.20	$107,766.41	▼(9.0%)	$113,438.32	▼(4.2%)	$119,110.24	▲0.6%
Fire	Assistant Fire Chief	$100,006.40	$91,686.66	▼(8.3%)	$96,512.28	▼(3.5%)	$101,337.89	▲1.3%
Fire	Battalion Chief	$94,806.40	$87,692.92	▼(7.5%)	$92,308.34	▼(2.6%)	$96,923.76	▲2.2%
Health	Health Officer/Director	$105,258.40	$103,691.22	▼(1.5%)	$109,148.65	▲3.7%	$114,606.08	▲8.9%
Human Resources	Human Resources Generalist	$68,650.40	$64,501.23	▼(6.0%)	$67,896.03	▼(1.1%)	$71,290.83	▲3.8%
Human Resources	Human Resources Director/Assistant City Administrator	$118,383.20	$108,948.07	▼(8.0%)	$114,682.18	▼(3.1%)	$120,416.29	▲1.7%
Information Technology	Information Technology Director	$110,520.80	$102,562.33	▼(7.2%)	$107,960.35	▼(2.3%)	$113,358.36	▲2.6%
Legal	City Attorney	$128,814.40	$118,579.61	▼(7.9%)	$124,820.64	▼(3.1%)	$131,061.67	▲1.7%
Parks, Recreation & Forestry	Recreation Coordinator	$52,956.80	$59,621.51	▲12.6%	$62,759.48	▲18.5%	$65,897.46	▲24.4%
Parks, Recreation & Forestry	Parks, Recreation & Forestry Director	$118,383.20	$96,541.96	▼(18.4%)	$101,623.12	▼(14.2%)	$106,704.28	▼(9.9%)
Parks, Recreation & Forestry	Recreation Superintendent	$84,364.80	$72,754.73	▼(13.8%)	$76,583.92	▼(9.2%)	$80,413.12	▼(4.7%)
Parks, Recreation & Forestry	Parks Maintenance Worker	$52,956.80	$48,133.29	▼(9.1%)	$50,666.62	▼(4.3%)	$53,199.95	▲0.5%
Police	Police Chief	$118,383.20	$109,312.52	▼(7.7%)	$115,065.81	▼(2.8%)	$120,819.10	▲2.1%
Police	Police Captain	$105,258.40	$91,330.57	▼(13.2%)	$96,137.44	▼(8.7%)	$100,944.31	▼(4.1%)
Public Works	Public Works Director	$124,061.60	$111,097.75	▼(10.4%)	$116,945.00	▼(5.7%)	$122,792.25	▼(1.0%)
Public Works	Assistant City Engineer	$94,806.40	$94,935.27	▲0.1%	$99,931.86	▲5.4%	$104,928.46	▲10.7%
Public Works	Maintenance Supervisor	$68,650.40	$73,256.13	▲6.7%	$77,111.72	▲12.3%	$80,967.30	▲17.9%
Public Works	Engineering Technician	$58,177.60	$60,726.07	▲4.4%	$63,922.18	▲9.9%	$67,118.29	▲15.4%
Public Works	DPW Equipment Operator	$58,177.60	$52,100.32	▼(10.4%)	$54,842.44	▼(5.7%)	$57,584.56	▼(1.0%)
Public Works	Water Department Supervisor	$79,112.80	$77,389.33	▼(2.2%)	$81,462.46	▲3.0%	$85,535.58	▲8.1%
Public Works	Water Maintenance Worker	$58,177.60	$51,909.10	▼(10.8%)	$54,641.16	▼(6.1%)	$57,373.22	▼(1.4%)
Development Services	Building Inspector	$68,650.40	$65,608.04	▼(4.4%)	$69,061.09	▲0.6%	$72,514.15	▲5.6%
Development Services	GIS Technician	$58,177.60	$60,015.08	▲3.2%	$63,173.76	▲8.6%	$66,332.45	▲14.0%
Finance	Accounts Payable Clerk	$52,956.80	$46,771.73	▼(11.7%)	$49,233.40	▼(7.0%)	$51,695.07	▼(2.4%)
Health	Public Health Nurse	$73,860.80	$64,233.96	▼(13.0%)	$67,614.69	▼(8.5%)	$70,995.43	▼(3.9%)
Health	Sanitarian	$73,860.80	Insufficient data					
Human Resources	Talent Acquisition Specialist	$63,419.20	Insufficient data					
Information Technology	IT Support Specialist	$58,177.60	$58,154.89	▼(0.0%)	$61,215.68	▲5.2%	$64,276.46	▲10.5%
Legal	Assistant City Attorney	$89,575.20	Insufficient data					
Legal	Paralegal	$63,419.20	$53,650.37	▼(15.4%)	$56,474.07	▼(11.0%)	$59,297.78	▼(6.5%)
Muncipal Court	Municipal Court Clerk	$52,956.80	$47,149.48	▼(11.0%)	$49,631.03	▼(6.3%)	$52,112.59	▼(1.6%)
Parks, Recreation & Forestry	Arborist	$58,177.60	$56,159.69	▼(3.5%)	$59,115.47	▲1.6%	$62,071.24	▲6.7%
Parks, Recreation & Forestry	Recreation Supervisor	$68,650.40	$66,038.98	▼(3.8%)	$69,514.72	▲1.3%	$72,990.45	▲6.3%
Police	Business Manager	$68,650.40	$64,831.25	▼(5.6%)	$68,243.42	▼(0.6%)	$71,655.59	▲4.4%
Police	Social Worker	$79,112.80	$58,020.67	▼(26.7%)	$61,074.39	▼(22.8%)	$64,128.11	▼(18.9%)
Public Works	City Engineer	$118,383.20	$104,857.69	▼(11.4%)	$110,376.51	▼(6.8%)	$115,895.34	▼(2.1%)
Public Works	Street Superintendent	$89,575.20	$80,836.88	▼(9.8%)	$85,091.46	▼(5.0%)	$89,346.03	▼(0.3%)
Public Works	Engineering Senior Technician	$68,650.40	$64,362.65	▼(6.2%)	$67,750.16	▼(1.3%)	$71,137.67	▲3.6%
Public Works	Mechanic	$63,419.20	$56,379.04	▼(11.1%)	$59,346.36	▼(6.4%)	$62,313.67	▼(1.7%)
Public Works	Administrative Assistant	$52,956.80	$46,035.05	▼(13.1%)	$48,457.95	▼(8.5%)	$50,880.85	▼(3.9%)
Public Works	DPW Maintenance Worker	$52,956.80	$46,350.86	▼(12.5%)	$48,790.38	▼(7.9%)	$51,229.90	▼(3.3%)

Pay Plan

Grade	1	2	3	4	5	6 (Control Point)	Maximum (CP x 125%)	Range Spread (Min to Max)	Midpoint Differential
U	$114,046.40	$117,332.80	$120,619.20	$123,864.00	$127,150.40	$130,353.60	$162,942.00	42.87%	4.12%
T	$109,545.80	$112,675.68	$115,805.56	$118,935.44	$122,065.32	$125,195.20	$156,494.00	42.86%	4.51%
S	$104,832.00	$107,827.20	$110,843.20	$113,796.80	$116,812.80	$119,787.20	$149,734.00	42.83%	7.12%
R	$97,884.80	$100,651.20	$103,459.20	$106,267.20	$109,033.60	$111,820.80	$139,776.00	42.80%	4.94%
Q	$93,204.80	$95,908.80	$98,508.80	$101,212.80	$103,875.20	$106,558.40	$133,198.00	42.91%	5.26%
P	$88,566.40	$91,083.20	$93,662.40	$96,158.40	$98,737.60	$101,233.60	$126,542.00	42.88%	5.51%
O	$83,948.80	$86,361.60	$88,712.00	$91,124.80	$93,579.20	$95,950.40	$119,938.00	42.87%	5.83%
N	$79,331.20	$81,619.20	$83,865.60	$86,174.40	$88,400.00	$90,667.20	$113,334.00	42.86%	6.24%
M	$74,734.40	$76,793.60	$78,977.60	$81,120.00	$83,262.40	$85,342.40	$106,678.00	42.74%	6.60%
L	$70,054.40	$72,072.00	$74,068.80	$76,065.60	$78,062.40	$80,059.20	$100,074.00	42.85%	7.04%
K	$65,395.20	$67,329.60	$69,118.40	$71,052.80	$72,904.00	$74,796.80	$93,496.00	42.97%	7.63%
J	$60,798.40	$62,524.80	$64,251.20	$66,019.20	$67,724.80	$69,492.80	$86,866.00	42.88%	8.30%
I	$56,180.80	$57,720.00	$59,363.20	$60,964.80	$62,545.60	$64,168.00	$80,210.00	42.77%	8.97%
H	$51,521.60	$53,019.20	$54,516.80	$55,972.80	$57,449.60	$58,884.80	$73,606.00	42.86%	9.90%
G	$46,883.20	$48,214.40	$49,545.60	$50,939.20	$52,270.40	$53,580.80	$66,976.00	42.86%	10.99%
F	$42,286.40	$43,492.80	$44,699.20	$45,884.80	$47,112.00	$48,276.80	$60,346.00	42.71%	8.81%
E	$38,792.00	$39,873.60	$40,996.80	$42,120.00	$43,243.20	$44,366.40	$55,458.00	42.96%	8.11%
D	$35,921.60	$36,961.60	$37,980.80	$39,000.00	$40,040.00	$41,038.40	$51,298.00	42.81%	7.99%
C	$33,259.20	$34,216.00	$35,172.80	$36,108.80	$37,065.60	$38,001.60	$47,502.00	42.82%	7.91%
B	$30,825.60	$31,699.20	$32,572.80	$33,446.40	$34,320.00	$35,214.40	$44,018.00	42.80%	

bakertilly

Title & Grade Assignment

Department	Proposed Title	Market Grade	Step 1	Control Point	Maximum
Legal	City Attorney	U	$114,046	$130,354	$162,942
Development Services	Development Services Director	T	$109,546	$125,195	$156,494
Public Works	Public Works Director	T	$109,546	$125,195	$156,494
Public Works	City Engineer	S	$104,832	$119,787	$149,734
Finance	Finance Director	S	$104,832	$119,787	$149,734
Fire	Fire Chief	S	$104,832	$119,787	$149,734
Health	Health Officer/Director	S	$104,832	$119,787	$149,734
Human Resources	Human Resources Director/Assistant City Administrator *	S	$104,832	$119,787	$149,734
Information Technology	Information Technology Director	S	$104,832	$119,787	$149,734
Parks, Recreation & Forestry	Parks, Recreation & Forestry Director	S	$104,832	$119,787	$149,734
Police	Police Chief	S	$104,832	$119,787	$149,734
Public Works	Assistant City Engineer	Q	$93,205	$106,558	$133,198
Fire	Assistant Fire Chief	Q	$93,205	$106,558	$133,198
Police	Police Captain	Q	$93,205	$106,558	$133,198
Fire	Battalion Chief	O	$83,949	$95,950	$119,938
Legal	Assistant City Attorney	N	$79,331	$90,667	$113,334
Public Works	Street Superintendent	N	$79,331	$90,667	$113,334
Finance	City Clerk	M	$74,734	$85,342	$106,678
Public Works	Maintenance Supervisor	M	$74,734	$85,342	$106,678
Parks, Recreation & Forestry	Park Superintendent/Forester	M	$74,734	$85,342	$106,678
Parks, Recreation & Forestry	Recreation Superintendent	M	$74,734	$85,342	$106,678
Public Works	Water Department Supervisor	M	$74,734	$85,342	$106,678
Development Services	GIS Manager/Project Manager	M	$74,734	$85,342	$106,678
Development Services	Senior Building Inspector	L	$70,054	$80,059	$100,074
Development Services	Senior Planner	L	$70,054	$80,059	$100,074
Police	Social Worker	L	$70,054	$80,059	$100,074

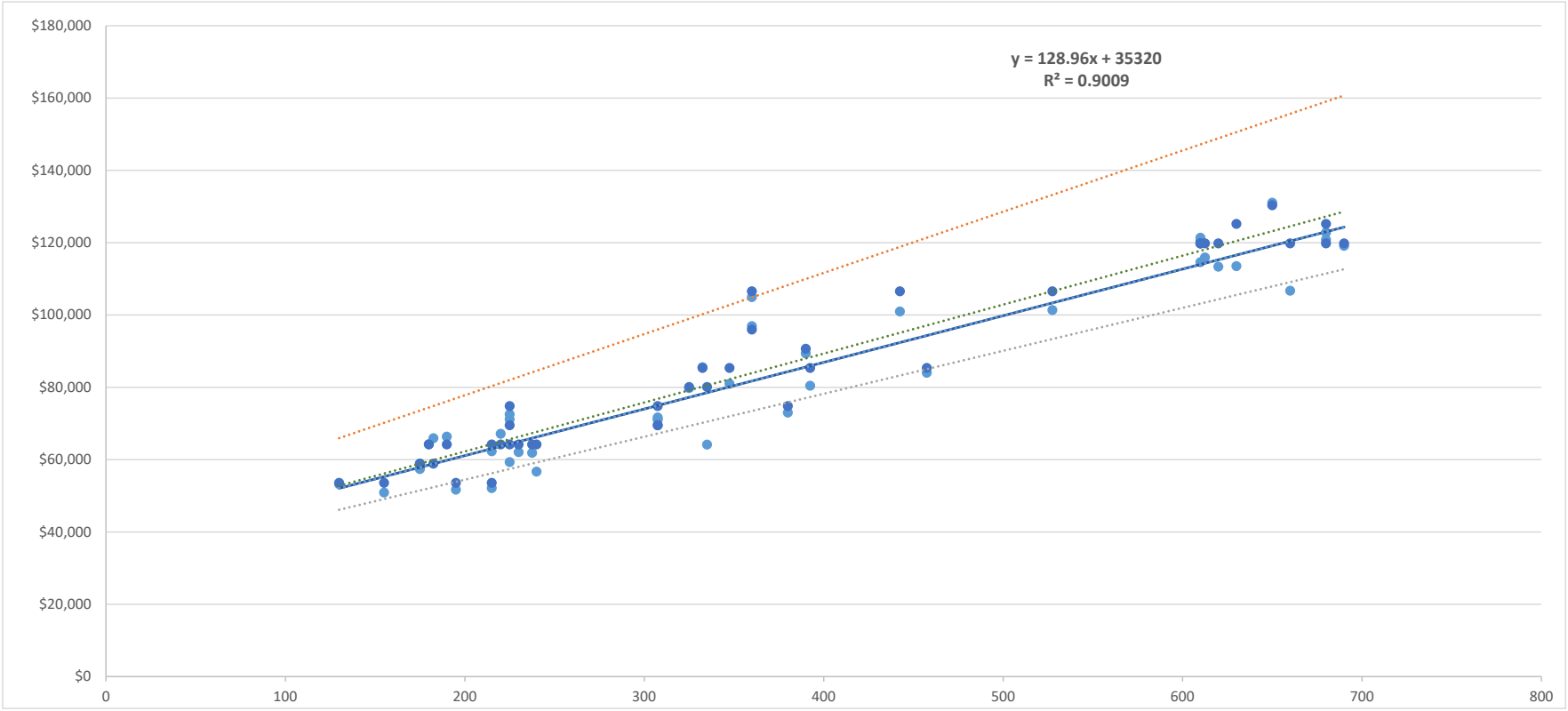
Department	Proposed Title	Grade	Step 1	Control Point	Maximum
Development Services	Building Inspector	K	$65,395	$74,797	$93,496
Health	Public Health Nurse	K	$65,395	$74,797	$93,496
Parks, Recreation & Forestry	Recreation Supervisor	K	$65,395	$74,797	$93,496
Health	Sanitarian	K	$65,395	$74,797	$93,496
Public Works	Maintenance Specialist	K	$65,395	$74,797	$93,496
Public Works	Engineering Senior Technician	J	$60,798	$69,493	$86,866
Human Resources	Human Resources Generalist	J	$60,798	$69,493	$86,866
Police	Business Manager	J	$60,798	$69,493	$86,866
Administration	Communication Specialist	I	$56,181	$64,168	$80,210
Finance	Deputy Clerk/Treasurer	I	$56,181	$64,168	$80,210
Public Works	Engineering Technician	I	$56,181	$64,168	$80,210
Development Services	GIS Analyst	I	$56,181	$64,168	$80,210
Information Technology	IT Support Specialist	I	$56,181	$64,168	$80,210
Public Works	Mechanic	I	$56,181	$64,168	$80,210
Legal	Paralegal	I	$56,181	$64,168	$80,210
Finance	Payroll/Accounting Specialist	I	$56,181	$64,168	$80,210
Human Resources	Talent Acquisition Specialist	I	$56,181	$64,168	$80,210
Parks, Recreation & Forestry	Arborist	I	$56,181	$64,168	$80,210
Public Works	DPW Leadperson/DPW Equipment Operator **	H	$51,522	$58,885	$73,606
Police	Police Technical Support Analyst	H	$51,522	$58,885	$73,606
Public Works	DPW Equipment Operator	H	$51,522	$58,885	$73,606
Parks, Recreation & Forestry	Recreation Coordinator	H	$51,522	$58,885	$73,606
Public Works	Water Utility Operator	H	$51,522	$58,885	$73,606
Finance	Accounting Clerk	G	$46,883	$53,581	$66,976
Multiple	Administrative Assistant	G	$46,883	$53,581	$66,976
Muncipal Court	Municipal Court Clerk	G	$46,883	$53,581	$66,976
Parks, Recreation & Forestry	Park Leadperson/Parks Maintenance Worker **	G	$46,883	$53,581	$66,976
Parks, Recreation & Forestry	Parks Maintenance Worker	G	$46,883	$53,581	$66,976
Information Technology	Video Production Specialist	G	$46,883	$53,581	$66,976

* receives $5,000 annual stipend
** receives $1.00 extra per hour

Pay Plan

Grade	1	2	3	4	5	6 (Control Point)	7	8	Maximum (CP x 125%)	Range Spread (Min to Max)	Midpoint Differential
U	$114,046.40	$117,332.80	$120,619.20	$123,864.00	$127,150.40	$130,353.60	$133,612.44	$136,871.28	$162,942.00	42.87%	4.12%
T	$109,545.80	$112,675.68	$115,805.56	$118,935.44	$122,065.32	$125,195.20	$128,325.08	$131,454.96	$156,494.00	42.86%	4.51%
S	$104,832.00	$107,827.20	$110,843.20	$113,796.80	$116,812.80	$119,787.20	$122,781.88	$125,776.56	$149,734.00	42.83%	7.12%
R	$97,884.80	$100,651.20	$103,459.20	$106,267.20	$109,033.60	$111,820.80	$114,616.32	$117,411.84	$139,776.00	42.80%	4.94%
Q	$93,204.80	$95,908.80	$98,508.80	$101,212.80	$103,875.20	$106,558.40	$109,222.36	$111,886.32	$133,198.00	42.91%	5.26%
P	$88,566.40	$91,083.20	$93,662.40	$96,158.40	$98,737.60	$101,233.60	$103,764.44	$106,295.28	$126,542.00	42.88%	5.51%
O	$83,948.80	$86,361.60	$88,712.00	$91,124.80	$93,579.20	$95,950.40	$98,349.16	$100,747.92	$119,938.00	42.87%	5.83%
N	$79,331.20	$81,619.20	$83,865.60	$86,174.40	$88,400.00	$90,667.20	$92,933.88	$95,200.56	$113,334.00	42.86%	6.24%
M	$74,734.40	$76,793.60	$78,977.60	$81,120.00	$83,262.40	$85,342.40	$87,475.96	$89,609.52	$106,678.00	42.74%	6.60%
L	$70,054.40	$72,072.00	$74,068.80	$76,065.60	$78,062.40	$80,059.20	$82,060.68	$84,062.16	$100,074.00	42.85%	7.04%
K	$65,395.20	$67,329.60	$69,118.40	$71,052.80	$72,904.00	$74,796.80	$76,666.72	$78,536.64	$93,496.00	42.97%	7.63%
J	$60,798.40	$62,524.80	$64,251.20	$66,019.20	$67,724.80	$69,492.80	$71,230.12	$72,967.44	$86,866.00	42.88%	8.30%
I	$56,180.80	$57,720.00	$59,363.20	$60,964.80	$62,545.60	$64,168.00	$65,772.20	$67,376.40	$80,210.00	42.77%	8.97%
H	$51,521.60	$53,019.20	$54,516.80	$55,972.80	$57,449.60	$58,884.80	$60,356.92	$61,829.04	$73,606.00	42.86%	9.90%
G	$46,883.20	$48,214.40	$49,545.60	$50,939.20	$52,270.40	$53,580.80	$54,920.32	$56,259.84	$66,976.00	42.86%	10.99%
F	$42,286.40	$43,492.80	$44,699.20	$45,884.80	$47,112.00	$48,276.80	$49,483.72	$50,690.64	$60,346.00	42.71%	8.81%
E	$38,792.00	$39,873.60	$40,996.80	$42,120.00	$43,243.20	$44,366.40	$45,475.56	$46,584.72	$55,458.00	42.96%	8.11%
D	$35,921.60	$36,961.60	$37,980.80	$39,000.00	$40,040.00	$41,038.40	$42,064.36	$43,090.32	$51,298.00	42.81%	7.99%
C	$33,259.20	$34,216.00	$35,172.80	$36,108.80	$37,065.60	$38,001.60	$38,951.64	$39,901.68	$47,502.00	42.82%	7.91%
B	$30,825.60	$31,699.20	$32,572.80	$33,446.40	$34,320.00	$35,214.40	$36,094.76	$36,975.12	$44,018.00	42.80%	

Regression Analysis



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation by the License Committee on the application for change of Agent for the following True North locations. #811 - 841 Main Ave; #812 - 1511 Lawrence Dr.; #813 - 1010 S. Broadway; #814 - 1063 N. Broadway.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation from the License Committee on the application for temporary premises description change submitted by St. Norbert College, Inc., (DBA St. Norbert College), 100 Grant St.**

ATTACHMENTS:

- SNC Premises Description Change_8.16.22 (PDF)

Premise Description Change

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07/01/2022 *(mm dd yyyy)* ending: 06/30/2023 *(mm dd yyyy)*

To the Governing Body of the: ☐ Town of ☐ Village of ☑ City of DePere

County of Brown

Aldermanic Dist. No. _____ (If required by ordinance)

Check one: ☐ Individual ☐ Partnership ☐ Limited Liability Company ☑ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number: 456102011225103	
FEIN Number: 39-1399196	
TYPE OF LICENSE REQUESTED	**FEE**
☐ Class A beer	$
☑ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☑ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$
TOTAL FEE	$

Name (Individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

St. Norbert College, Inc.

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Bruess	Brian		1
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Massey	Julie		
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Anfang	Autumn		
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name St. Norbert College Business Phone Number 920-403-1352
2. Address of Premises see attached Post Office & Zip Code 54115
3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

   see attached

4. Legal description (omit if street address is given above): _____
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☑ Yes ☐ No.

   (b) If yes, under what name was license issued? St. Norbert College

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☐ Yes ☑ No

7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☑ No
If yes, explain.

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☑ No

9. (a) **Corporate/limited liability company applicants only:** Insert state _____ and date _____ of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☑ No

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☑ No
If yes, explain.

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☑ Yes ☐ No

11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☑ Yes ☐ No

12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☑ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.)	Title/Member	Date
Massey, Julie	Secretary	8/1/2022
Signature	Phone Number	Email Address
	920-403-3014	julie.massey@snc.edu

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
8/1/22			
Date license granted	**Date license issued**	**License number issued**	

AT-106 (R. 3-19)

Extension of Premise for:

Thursday, Sept. 8th, 2022; 5-7 pm

Location: Bush Art Center; 403 Third Street(attached to Michels Commons which is licensed), first floor area outside the galleries

Thursday, Sept. 15th, 2022; 6pm-9:30pm

Abbot Pennings Hall of Fine Arts; Walter lobby, 315 Third St.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Recommendation from Plan Commission to Approve a new 2-foot wide Easement and Occupancy Permit in the Alley Between the 400 Block of Main Avenue and Reid Street.**

On July 25, 2022, Plan Commission unanimously recommended approval by a vote of 7-0.

ATTACHMENTS:

- Easement and Occupancy Agreement Main-Reid Alley WD-893(GenCap De Pere)8-8-22 (PDF)
- Report to Plan Commission - New Easement in Alley at 400 Main and Reid St (PDF)
- Easement Application (PDF)
- Exhibit A-WD-893 Exhibit - Gencap (PDF)
- WD-893 Legal Description - Gencap (PDF)
- First Amendment to the RA for De Pere and De Pere West Development LLC (2000) (PDF)

EASEMENT AND OCCUPANCY PERMIT AGREEMENT ALONG THE PUBLIC ALLEY BETWEEN MAIN AVENUE AND REID STREET FROM 4TH STREET TO 5TH STREET (Adjacent to Parcel WD-893)

THIS AGREEMENT is executed this _____day of _____, 2022, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and GenCap De Pere 1, LLC, a Wisconsin Limited Liability Company ("GenCap").

WHEREAS, the City is desirous of creating new and improving existing public parking facilities in the area of and specifically along the public alleyway in the block bordered by Main Avenue, 5th Street, Reid Street, and 4th Street (the "Block"); and

WHEREAS, City has obtained from GenCap an 8' portion of WD-893 for construction of the portion of the alley to serve the 400 Block of Main Avenue and Reid Street to enhance property values in the area and encourage economic development within and around said Block; and

WHEREAS, during the site investigation process, the parties concluded that several of the private light pole footings encroached approximately one foot into the area dedicated for the public along said alley, and the City is willing to grant GenCap an Easement and Occupancy Permit for replacement and/or repair of the private light pole footings across its property, as shown on the attached Exhibit A, upon the terms and conditions more fully set forth herein; and

WHEREAS, City and GenCap believe this Agreement is consistent with and in promotion of the public interest.

NOW THEREFORE, upon the mutual promises and obligations contained herein, together with such other consideration, including the mutual benefits to be received by both parties attendant to the City's provision of the easement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I
EASEMENT

1. **Grant of Easement**
   City hereby grants and conveys to GenCap, its successors and assigns, the right, permission and authority to place, construct, reconstruct, maintain and repair the private light pole footings upon the following described property:

   The southerly 2 feet of the northerly 8 feet of Lots 21 & 22, Carabin's Addition to West De Pere and Lots 5,6, 7 & 8, Underwood's Addition to the City of De Pere, all being part of Private Claim 29, West Side of Fox River, City of De Pere, Brown County, Wisconsin.

   Said parcel contains 2,817 Square Feet (0.065 Acres) of land more or less. Subject to any easements and restrictions of record ("the Easement Area")

together with the right to enter upon the Easement Area. GenCap, on behalf of itself and its successors and assigns, covenants and agrees that no building or structure shall be erected over and/or under the Easement Area and that GenCap shall not use the Easement Area in a manner which will impair the rights of the City or the public in such public parking facilities.

2. Maintenance of Easement Area

GenCap shall perform all construction, reconstruction, replacement, maintenance and repair on the private light poles and footings within the Easement Area in accordance with its usual and customary practices and procedures.

3. Run With the Land

All of the terms and conditions of this Agreement, including the benefits and burdens, shall run with the land and be binding upon, and inure to the benefit of, and be enforceable by the heirs, successors and assigns of both parties.

4. Hold Harmless

GenCap shall save and hold City harmless from any and all injury occurring to persons or property of City, its agents, officials, employees or third parties, which are alleged to have occurred as a result of the use of the Easement Area described hereunder. Such hold harmless is intended to be to the fullest extent permitted by law and is to include reasonable attorney's fees occasioned in the defense of any claim or civil action addressed by this provision.

5. Effective Date

This Agreement shall be recorded in the Brown County Register of Deeds Office, which date of recording shall be the effective date of this Agreement and the effective date of the grant of Easement to GenCap.

6. Termination

This grant of Easement shall become null and void and shall cease and all rights granted hereby shall revert back to the servient tenement upon the discontinuance of said easement by City and the contemporaneous revocation of the Occupancy Permit as provided in paragraph II.3. below, which revocation shall be recorded with the Register of Deeds for Brown County. Upon termination of the Easement for any reason, City shall retain ownership of the light pole footings and any associated equipment or require removal of the same by GenCap, at City's option.

II
OCCUPANCY PERMIT

1. Occupancy Permit

For the consideration described above, City herby grants GenCap an Occupancy Permit for that area shown in Exhibit A, upon the Terms and Conditions set forth below. Said Occupancy Permit shall be effective upon the recording of this Agreement.

2. Terms and Conditions

Use of the Occupancy Permit is subject to the following terms and conditions:

A. An Occupancy Permit is given for GenCap's exclusive use for the purpose of light pole footings associated with commercial use of Parcel WD-893 by GenCap or its tenants.

B. GenCap shall keep the area encompassing the Occupancy Permit, together with the Easement Area, maintained as required under paragraph I.2. above.

C. GenCap shall save and hold the City harmless from any and all injury occurring to persons or property of GenCap, its agents or employees, third parties, the City or its agents, employees or officials which are alleged to have occurred as a result of the use of the Occupancy Permit described hereunder. Such hold harmless is intended to be to the fullest extent permitted by law and is to include reasonable attorney's fees occasioned in the defense of any claim or civil action addressed by this provision.

3. Termination

A. The Occupancy Permit shall be valid and accrue to the successors and assigns of GenCap until such time as City deems the easement provided under paragraph I. is no longer needed for public purposes. Should City so determine, it shall notify GenCap that the Occupancy Permit will terminate and GenCap shall, within 90 days after such written notice, discontinue such use. Upon termination for any reason, City shall retain ownership of the light pole footings and any associated equipment or require removal of the same by GenCap, at City's option.

B. Upon the expiration of the time period specified above, the Easement granted by this Agreement shall also expire and all rights granted thereby shall terminate as provided in paragraph I.6.

C. During the time period between delivery of the written notice terminating the Occupancy Permit and the expiration of the Easement Area, GenCap shall take all steps necessary to remove the light pole footings installed within the Easement Area.

III
MISCELLANEOUS

1. Obligations Run with the Land

The obligations contained herein shall run with the land and are binding on City's and Gen Cap's successors and assigns. This Agreement and any amendment thereto shall be recorded with the office of the Brown County Register of Deeds.

2. Assignment

Neither party shall assign this Agreement without the written consent of the other party.

3. 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 contract 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.

A. If to Gen Cap De Pere 1, LLC:
General Capital Management, Inc.
Attn: _____
6938 North Santa Monica Boulevard
Fox Point, WI 53217-3942

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

4. Law Governing

This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

5. Entire Agreement

This Agreement contains all agreements, terms, covenants, conditions and representations 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.

[***Signatures to follow on Page 5 of 5***]

GenCap De Pere 1, LLC
By:

_____
Authorized Agent Signature
Print name:_____

STATE OF WISCONSIN)
)SS.
_____ COUNTY)

Personally came before me this ____ day of _____, 2022, the above named _____ known as the person(s) who executed the foregoing instrument and acknowledged the same.

_____
Notary Public
My Commission Expires: _____

City of De Pere
By:

_____
James G. Boyd
Mayor

_____
Carey E. Danen
City Clerk

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2022, the above 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: _____

Drafted by: Attorney Kristen K. Johnson

ITEM 8: **Consideration and possible action regarding a new 2-foot wide easement and occupancy permit in the alley between the 400 BLK of Main AV and Reid ST. ***

SITE MAP



REQUESTED ACTION: New Easement and Occupancy Permit Request. *

The new 2-foot wide easement and occupancy permit is proposed on the newly established property lines for the continued use of private light poles and light pole bases by the owner of 400 Reid ST

COMMON DESCRIPTION: Between the 400 BLK of Main AV and Reid ST.

PARCEL NUMBER(S): Pending Brown County recording.

ZONING: B-1 (Central Business District).

SURROUNDING LAND USES: Office, residential, and retail uses (B-1) in all directions.

COMPREHENSIVE PLAN: Commercial

APPLICANT/OWNER: Applicant and Owner
City of De Pere
335 S Broadway ST
De Pere, WI 54115

SITE HISTORY: In the late 1990's the City and RDA began parcel assemblage to redevelop the north side of the 400 block of Reid ST. Following the completion of the assemblage the City issued an RFP for development and the two-phased project was awarded to De Pere West Development LLC. The two parties entered into a development agreement in early 2000, but shortly after the approval, the City development team realized that the City needed additional land to construct a two-way functioning alley. The Developer and the City approved an amendment to the agreement granting the City an additional 8' to construct the alley to serve the 400 block of Main AV and Reid ST. De Pere West Development LLC was to submit a CSM dedicating the land for approval; however, the dedication never occurred and for the past 21 years a portion of the public alley was on private property.

During the ROW and easement acquisition for the new alley, the City approached the owners of 400 Reid Street (GENCAP DE PERE 1 LLC) and 444 Reid Street (PARK PLACE HOLDINGS REID STREET LLC) to acquire the 8' necessary to reconstruct the alley. The owners agreed and approved a Quit Claim Deed (QCD) to the City for the necessary area. During the site investigation process, the City and owner of 400 Reid Street concluded that several of the private light poll footings encroached approximately one-foot into the area to be dedicated. Both parties agreed to record the QCD and prepare an easement and occupancy permit to enable the owner needed to replace or repair the light poles and footings.

STAFF REVIEW: The City of De Pere is requesting a new 2-foot wide easement and occupancy permit for the continued use of the private light poles and light pole bases to the benefiting parcel WD-893 (400 Reid Street – AKA Reid Street Crossing).

STAFF RECOMMENDATION: Staff recommends APPROVAL of the new easement and occupancy permit request and forwarding the recommendation to the Council for its final approval at a future meeting. Any final easement and occupancy permit language will be subject to the final approval of the City Attorney's office.

DE PERE RUNS DEEPER	**CITY OF DE PERE** **APPLICATION FOR RELEASE OF EASEMENTS & NEW EASEMENTS**	**Fee:** ~~$ 368.00~~ **Receipt #:** **Date:**

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity)	Authorized Representative	Title	
City of De Pere	Daniel Lindstrom	Development Services Director	
Mailing Address	**City**	**State**	**ZIP Code**
335 S Broadway	De Pere	WI	54115
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	
dlindstrom@deperewi.gov	920-339-2370	-	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity)	Contact Person	Title	
Mailing Address	**City**	**State**	**ZIP Code**
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	

SECTION 3: Project or Site Location

Project Address/Description	Parcel No.
new 2-foot wide easement and occupancy permit in the alley between the 400 BLK of Main AV and Reid ST	TBD

SECTION 4: Easement Information

Existing Zoning:	None- WIll be used for transportation
Present Use of Parcel:	Alley
Proposed Use of Parcel:	Alley

Submit the following with application:
1-Scaled exhibit map identifying easement.
2-Legal description for easement.
3-Sample of document(s) the petitioner will use for recording purposes.
4-Summary/description of reason why easement needs to be release and or created.
5-Statement from all affected utilities indicating they agree with release and/or new easement.

SECTION 5: Certification and Permission

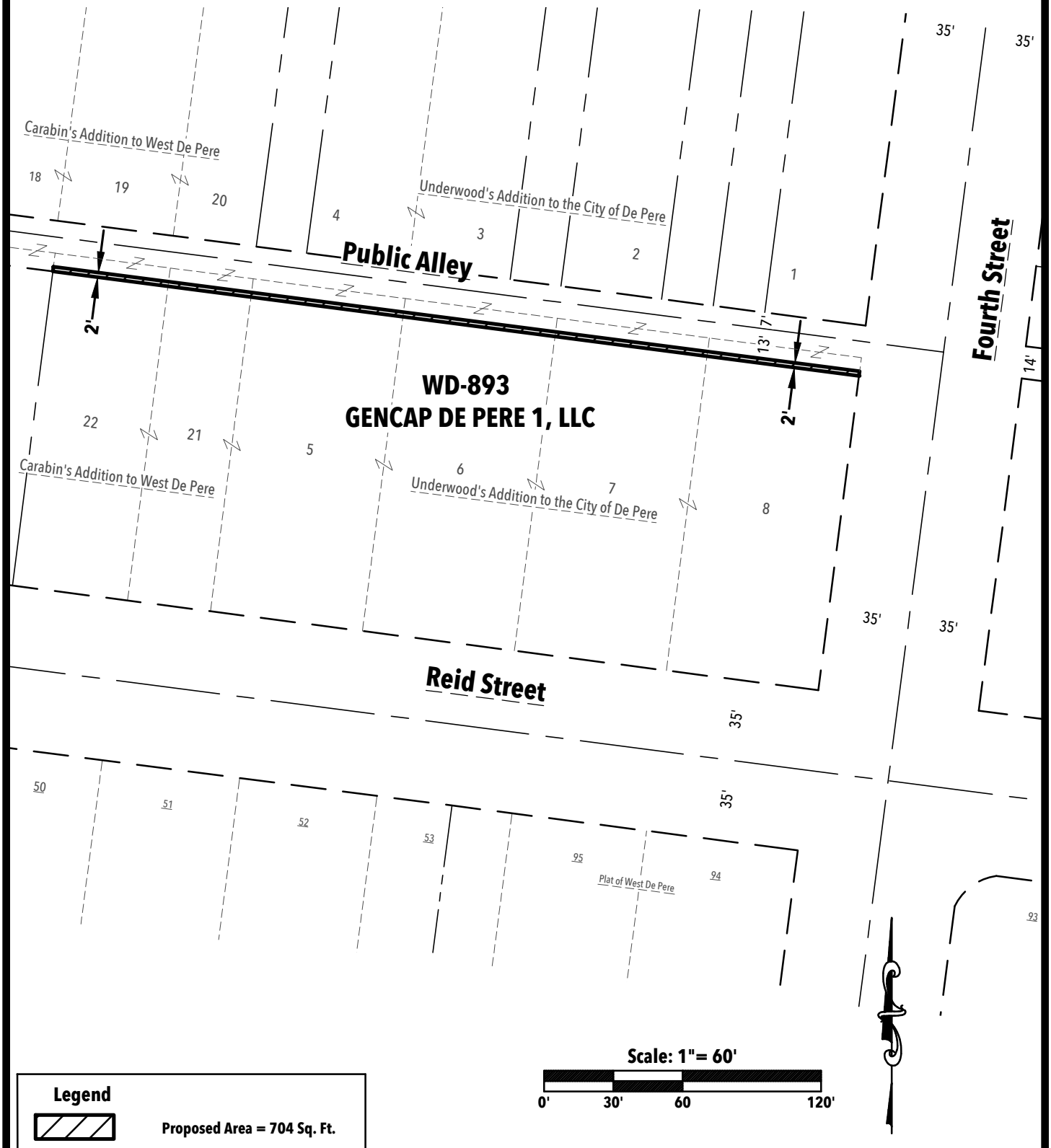
Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print)	Title	Phone Number
Daniel Lindstrom	Development Services Director	920-339-2370
Signature of Applicant		**Date Signed**
		7/01/2022

TO BE COMPLETED BY CITY STAFF	
Easement Release authorized by the De Pere Municipal Code, Chapter 46.	

EXHIBIT 'A'



Legend

Proposed Area = 704 Sq. Ft.

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
PHONE:(920) 662-9641
FAX:(920) 662-9141
INTERNET: www.releeinc.com R:\0400\0404\0404469\Phase 2 - WDP 4th to 5th Alley Legal\dwg\WD-893 Exhibit - Gencap.dwg

CITY OF DE PERE
Engineering Division
925 S. Sixth Street
De Pere, Wisconsin 54115
Office (920) 339-4061
Fax (920) 339-4071

Date: 5/27/2022

REL Job #:404469

Exhibit
Sheet 1 of 1

WD-893 LEGAL DESCRIPTION

The southerly 2 feet of the northerly 8 feet of Lots 21 & 22, Carabin's Addition to West De Pere and Lots 5, 6, 7 & 8, Underwood's Addition to the City of De Pere, all being part of Private Claim 29, West Side of Fox River, City of De Pere, Brown County, Wisconsin.

Said parcel contains 2,817 Square Feet (0.065 Acres) of land more or less. Subject to any easements and restrictions of record.

FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF DE PERE, CITY OF DE PERE REDEVELOPMENT AUTHORITY, AND DE PERE WEST DEVELOPMENT, LLC

WHEREAS, the City of De Pere, a Wisconsin municipal corporation ("City"), City of De Pere Redevelopment Authority, a Wisconsin quasi-municipal entity ("RDA"), and De Pere West Development, LLC, a Wisconsin limited liability company, ("De Pere West"), hereinafter referred to as "the Parties," entered into a Redevelopment Agreement ("the Agreement") on January 4, 2000; and

WHEREAS, the parties wish to address issues pertaining to the public alleyway which abuts and intersects the "Project Area" under the Agreement.

NOW THEREFORE, it is hereby agreed as follows:

1. The 14 ft. public alley running east to west in the block bounded by Fourth Street, Main Avenue, Fifth Street, and Reid Street, depicted on both Exhibits A and B in the Agreement, shall remain a public alleyway and shall not be vacated or otherwise closed unless there is unanimous consent to do so by the property owners abutting thereto.

2. De Pere West shall obtain a certified survey of the project area after title to the same has been delivered to it pursuant to the terms of the Agreement.

3. The certified survey map shall dedicate to the public an additional 8 ft of real property so that the public alleyway is a total of 22 ft. wide at the conclusion of the dedication.

4. The City shall be responsible for all maintenance, repair, and reconstruction of the entire right-of-way upon dedication thereof. De Pere West shall reimburse City, on an annual basis, for 36% of all costs associated with maintenance, repair and reconstruction of the same, excepting those costs associated with curb and gutter repair or

replacement, for which De Pere West will have responsibility to reimburse City 100% of the costs thereof.

5. City shall be responsible for the placement, location, and necessity of any and/or all signage within the public alleyway.

6. De Pere West shall have no responsibility or cost sharing in any municipal utility (storm sewer, sanitary sewer, water) costs.

7. All terms, conditions, and other rights and obligations found in the agreement between the parties shall remain in full force and affect unless explicitly modified herein.

Dated this 8th day of August, 2000.

DE PERE WEST, LLC
BY:

Michael Fritsch, President
Board of Managers

Steven Corrigan, Vice President
Board of Managers

Richard E. Nell, Secretary
Board of Managers

CITY OF DE PERE
BY:

Michael J. Walsh
Mayor

REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE
BY:

Theodore J. Penn
Chairman

001102.wpd

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Consideration of Staff Recommendation and Possible Action on award of Equipment Proposal 22-07 for Building Maintenance Vehicle.**

ATTACHMENTS:

- City of De Pere proposal E22-07 Memo (PDF)
- CITY OF DE PERE PROPOSAL E22-07 (PDF)
- Bid Specification Quality, Monroe Equipment (PDF)
- Low Bid, Truck Equipment pictures (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Common Council
From: Thomas Blohowiak Maintenance Supervisor
Date: August 16, 2022

RE: **Consideration and possible action on award of Equipment Proposal 22-07**

The vehicle for the new building maintenance position that was approved in the 2022 budget with 50% funded by a 10 year note and the other 50% funded from the Pool Referendum. The vehicle was approved in the budget for $55,000. We sent out our Equipment Proposal. The Maintenance Department received Bids on July 14,2022 for Equipment Proposal 22-07 one (1) 2023 or current production year 1 Ton 4X2 cab and chassis with toolbox. Ewald's Hartford Ford was the only chassis vender to bid, and they offered three body choices.

The bid body choices received are as follows:

Ewald Hartford Ford	Amount
Ford F450 W/ Truck Equipment body	$84,819
Ford F450 W/ Monroe Equipment Body	$90,320
Ford F450 W/ Casper equipment Body	$91,645

Staff reviewed the Specification and body choices. Truck Equipment body did not meet specifications on the gauge of steel for the doors and a lower grade of galvanize steel for the body. The shelves are mounted with 4 screws and light gauge steel. The door striker pin is half the diameter, See attached pictures to see the quality difference from low bid and the Body we specified form Monroe. Staff's recommendation is to accept the bid from Ewald for the Ford F450 W/ Monroe Equipment body installed for $90,320. $40,000 will come from 10 Year note and the remainder from the Pool referendum.

Attachments:

CITY OF DE PERE PROPOSAL E22-07 (PDF)
Bid Specification Quality, Monroe Equipment (PDF)
Low Bid, Truck Equipment pictures (PDF)

CITY OF DE PERE

EQUIPMENT PROPOSAL
E22-07

ONE (1) 2023 OR CURRENT PRODUCTION YEAR
1 TON 4 x 2 CAB AND CHASSIS WITH TOOLBOX

Proposals will be received until
July 14, 2022 @ 9:15am CST

CITY OF DE PERE

PROPOSAL E22-07

NOTICE TO SUPPLIERS

ONE (1) 2023 OR CURRENT PRODUCTION YEAR 1 TON 4 x 2 CAB AND CHASSIS WITH TOOLBOX

1. Proposals will be received at the City of De Pere, Municipal Service Center, 925 S. Sixth Street, De Pere, Wisconsin 54115, until proposal opening at 9:15 a.m. CST on Thursday, July 14, 2022.

2. All proposals are to be submitted on completed City of De Pere proposal forms which shall include the Notice to Suppliers, Specifications and Quotation Form.

3. The successful supplier shall provide a certified check or acceptable guarantee in the amount of five percent (5%) of the proposal, payable to the City of De Pere, as a guarantee that the supplier will execute the terms as set forth in the specifications. In the case that the supplier fails to execute said terms, the amount of the guarantee shall be forfeited to the City of De Pere as liquidated damages.

4. The City of De Pere reserves the right to reject any or all proposals, to waive any irregularities, and to accept any proposal which the City deems most favorable to the interest of the City of De Pere.

5. Questions regarding the Notice to Suppliers, Specifications and/or Quotation Form may be referred to Thomas Blohowiak, Maintenance Supervisor at (920) 339-4072 ext. 2250.

CITY OF DE PERE

PROPOSAL E22-07

ONE (1) 2023 OR CURRENT PRODUCTION YEAR 1 TON 4 x 2 CAB AND CHASSIS WITH TOOLBOX

This proposal, submitted by the undersigned supplier to the City of De Pere, in accordance with the advertisement inviting proposals which will be received until proposal opening at 9:15 a.m. CST Thursday, July 14, 2022. The undersigned bidder agrees to furnish and deliver the equipment specified herein F.O.B., Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, within Can Not be quoted consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned, being duly sworn, does depose and say that he/she is an authorized representative of Ewald's Hartford Ford (Supplier Company Name) of Hartford (City), WI. (State), and that the said supplier has examined and carefully prepared it's proposal from the Notice to Suppliers, Special provisions and Minimum Specifications and has checked the same in detail before submitting said proposal; and that the said proposer or it's agents, officers, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive competition in connection with this proposal.

Signature of Supplier

Director of Fleet Sales
Title

Scott B. Kussow
Print or type name of supplier

NOTARY PUBLIC AMY M. RADDATZ STATE OF WISCONSIN

Subscribed and sworn to before me this

13 day of July, 2022.

Waukesha County, Wisconsin

Notary Public

My commission expires 9/30/2025.

CITY OF DE PERE

SCHEDULE OF PRICES

PROPOSAL E22-07

ONE (1) 2023 OR CURRENT PRODUCTION YEAR 1 TON 4 x 2 CAB AND CHASSIS WITH TOOLBOX

* 1. One 2023 Ford F450 SuperCab 2WD C+C 84" CA
complete as per attached equipment specifications dated 7/13/22
** $ 84,546

Optional Trailer Brake Controller add #273.

Options

1. Extended warranty chassis 100,000 Mile___ Year $ Varies by coverage, term in years, and deductible.

* Specifications used to prepare this quote are model year 2022, subject to change when 2023 specifications are released. Factory ordering is due to open up in October 2022 with the earliest production in the 1st quarter of 2023.

** Body specifications and pricing supplied by Truck Equipment Green Bay.
Optional body by Monroe Truck add $5,501.
optional body by Caspo's Truck add $6,826.

CITY OF DE PERE

SPECIAL PROVISIONS

PROPOSAL E22-07

ONE (1) 2023 OR CURRENT PRODUCTION YEAR 1 TON 4 x 2 CAB AND CHASSIS WITH TOOLBOX

1. GENERAL. The equipment to be furnished and delivered under this proposal will be in accordance with the Notice to Suppliers, the attached Minimum Specifications, and these Special Provisions.

2. MINIMUM SPECIFICATIONS. It is not the intent of the Minimum Specifications attached as part of this proposal to exclude any prospective supplier. The Minimum Specifications are to be used as guidelines that indicate approximately what the City of De Pere is looking for. Deviation from these specifications will not automatically result in rejection of any proposal. However, any deviation under these specifications should be justified by the supplier to facilitate review and analysis of all proposals by the City of De Pere.

3. The City of De Pere reserves the right to reject any or all proposals, to waive any irregularities, and to accept any proposal which the City deems most favorable to the interest of the City of De Pere.

4. Questions regarding the Notice to Suppliers, Specifications and/or Quotation Form may be referred to Thomas Blohowiak, Maintenance Supervisor at (920) 339-4072 ext. 2250.

CITY OF DE PERE

MINIMUM SPECIFICATIONS

PROPOSAL E22-07

ONE (1) 2023 OR CURRENT PRODUCTION YEAR 1 TON 4 x 2 CAB AND CHASSIS WITH TOOLBOX

The intent of these specifications is to cover minimum requirements for a fully automated side loading wide body recycler. Failure to complete this information is grounds for rejection of the proposal. Proposers are requested to state wherein your equipment meets or fails to meet the specifications by checking 'Yes' or 'No' in the provided space. If 'No' is checked, an explanation must be provided.

MODEL:

- 2023 or current production year

Comply: (Yes) No Explain 2023.

ENGINE:

- 6.2 liter or larger 8 cylinder minimum

Comply: (Yes) No Explain 7.3L V8 Gas.

REAR AXLE RATIO:

- Range 3.73 axle ratio

Comply: Yes (No) Explain 4.88 axle ratio.

TRANSMISSION:

- Automatic 6-speed w/overdrive

Comply: (Yes) No Explain 10 Speed Automatic.

GVWR RATING:

- Compare to 1 Ton with heavy duty suspension with dual rear wheels

Comply: Yes (No) Explain F450 required for SuperCab 84" CA.

CAB TO AXLE:

- 84" Cab to Axle

Comply: (Yes) No Explain _____.

ELECTRICAL SYSTEM:

- Electrical system shall be a 12-volt system with a 200 AMP alternator with two (2) 610 CCA battery
- Power mirrors
- Backup camera

Comply: (Yes) No Explain _____.

BRAKES:

- Power ABS Brakes

Comply: (Yes) No Explain _____.

STEERING:

- Power Steering system

Comply: (Yes) No Explain _____.

TIRES:

- All season tires

Comply: Yes (No) Explain All Position Tires.

COLOR:

- Solid red, similar to vehicle fleet

Comply: (Yes) No Explain Race Red.

CAB:

- Extended cab with 4 doors but not a crew cab

Comply: (Yes) No Explain SuperCab.

ACCESSORIES:

- Pulse/interval washer & wipers
- Swing out recreational Power adjust mirrors on left & right sides
- Rust proofing & undercoating
- Oil – AMP & temp gauges
- Heavy duty rubber flooring
- Heavy duty black mud flaps on front & rear
- AM/FM radio with Bluetooth
- Full size spare tire with rim
- All parts & safety equipment as supplied by the Manufacturer at time of sale, to include fire extinguisher
- Windshield with tinted glass
- Air Conditioning
- Highest output heater

Comply: (Yes) No Explain _____.

BOX: Equipment Supplied by Truck Equipment Green Bay

General:

- U.S. Manufactured
- Entire body to be made of A60 galvanneal steel

Comply: (Yes) No Explain Stahl Challenger CST 134 VVD, 48.5 ST II

Approximate body dimensions:

- 132" overall length
- 96" overall width

- 40" overall height
- 48" wide cargo area

Comply: (Yes) No Explain _____.

Compartment and shelving layout:

- Street side front and second vertical compartment to have two adjustable shelves in compartment
- Curbside side front vertical compartment to have two (2) 3", one (1) 4" and one (1) 5" roll out mechanics drawers with minimum 250# per drawer capacity
- Curbside second vertical compartment to have two adjustable shelves in compartment
- Street side horizontal open
- Curbside side horizontal compartment to have two (2) 4" roll out mechanics drawers with minimum 250# per drawer capacity
- Street side and curbside rear to have two adjustable shelves

Comply: (Yes) No Explain _____.

Body general:

- Body shall be 14 gauge A60 Galvanneal steel minimal thickness on all body panels, framing and shelving
- Doors to be 18 gauge A60 Galvanneal steel double wall construction with reinforcements
- Door locks and handles to be stainless steel paddle-activated style latches
- Adjustable door strikes
- Doors to be weather-stripped neoprene seals that pass a pressure leak test
- 12 gauge A60 Galvanneal steel floor with tread design
- Door hinges to be a bolt on design to allow for easy adjustment and door replacement

Comply: Yes (No) Explain Doors are 20 GA twin panel with 16 ga. stiffeners

Lighting and electrical:

- LED stop, tail, directional and back up lights to be recessed shock mounted
- Whelen LED light bar or equal mounted on body back window protector
- Whelen VTX609A/G LED strobes or equal in front grill
- Whelen VTX609A/G LED strobes or equal at rear of side packs
- Whelen VTX609A/G LED strobes or equal side of box by wheel well area
- Whelen LINSV2A/W LED strobes or equal under both mirrors
- Two flood lights and a traffic advisor light bar mounted at rear on back window protector
- LED Rope lights inside tool compartments on same switch as Flood lights

Comply: (Yes) No Explain _____

Extras:

- Class V trailer receiver hitch
- 7 prong RV and flat 4 prong plug
- 12 v/120v invertor. 2000 watt. Include isolator to prevent drain of both OEM batteries. Mounted in Passenger Rear Compartment.
- Backup alarm
- Spray liner on floor to be 3/16" to ¼" thick
- Spray liner to be 1/8" to 3/16" and to extend up all three walls and include the top of the compartments
- Aftermarket stainless tube steps
- 1500# capacity liftgate with 42" +5" two-piece platform aluminum
- Kill switch for liftgate
- Stop/turn/tail and 3-ID lights at rear of liftgate and stop/turn/tail on rear of box also
- Two rows 4' long of adjustable D-ring track assembly mounted in the rear ½ of body, top row full length of box
- Rear step assembly mounted to body on each side of liftgate, right side step to have a 2" trailer hitch socket to hold a vise the city will purchase
- Wire power and ground cable to underside of dash for customer install of two-way radio key switch controlled
- One above bed aluminum toolbox with lid that flips up. Approximately 16" tall x 18" deep x 96" long (outside dimensions) Maxon CZ 54-1642 EA 48, 1600lb capacity aluminum platform. 5" Raptor Step bars/ 2000 watt invertor

Comply: (Yes) No Explain _____.

Primer, topcoat and undercoat:

- Body shall be e-coated
- Body shall be powder coated red over entire body including underside of body and inside compartments for increased rust protection
- Underside of body to be completely under coated

Comply: (Yes) No Explain _____.

Manuals:

- Parts and service manuals or CD for all items shall be provided in bound book upon delivery of the completed unit. If online give Web link will meet spec.

Comply: (Yes) No Explain CD Service Manual.

Warranty:

- 6-year parts and labor on all body equipment
- Warranty statements must be included with quotations

- Lifetime warranty on locks and latches

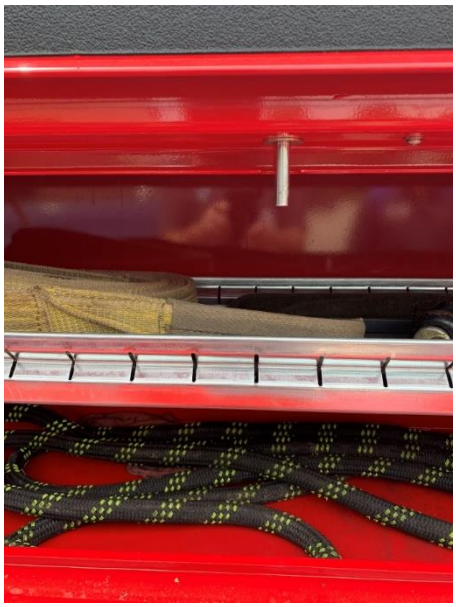
Comply: (Yes) No Explain One except. on on the inverter. Inverter warranty for 2 years.

DELIVERY:

Truck to be delivered to 925 S. Sixth Street De Pere, WI 54115

Monroe Body Pictures









Pic 1 Body constuction, reinforced corner

Pic 2 DSoor striker

Pic 3 Shelf mounts

Pic 4 the door is built heavier with a shock closer

Truck Equipment Body Pictures low bid.









Pic 1 body steel thickness

Pic 2 door striker

Pic 3 & 4 showing shelf steel and spring closer

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to Approve Definitely De Pere's Request to Install Art Sculpture (Falling Stairs) on Fourth Street.**

The Board of Public Works at the August 8, 2022 meeting approved Definitely De Pere's Request to Install Art Sculpture (Falling Stairs) on Fourth Street with the Art Sculpture (New Dawn) being approved by the Board of Park Commissioners and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

Definitely De Pere has requested approval of the installation of art sculptures. (See attached request).

Staff recommends approval.

ATTACHMENTS:

- Definitely De Pere Sculpture Location Request 8-3-2022 (PDF)

M E M O R A N D U M

To: Board of Public Works

From: Tina Quigley, Executive Director

Date: August 3, 2022

Re: Downtown Sculpture Locations Request for Approval

Project Overview

On June 7, 2022, the Common Council unanimously adopted Resolution #22-51 Redirecting Excess Stadium Tax Allocation from the Streetscape Allocation to the Public Art Allocation. This request was made by Definitely De Pere to purchase sculptures to be installed downtown.

Definitely De Pere has worked with the Department of Public Works Director to identify locations suitable for display of two sculptures; one in the public right away, and one in a designated park area. Please see attached documents including a map of the two locations and photos of the sculptures.

Request for Approval

Definitely De Pere is requesting the Board of Public Works to approve the proposed location of the Falling Stairs sculpture to be installed on 4th Street. The sculpture will be bolted to the existing sidewalk and can be moved in the future when the proposed mid-block crossing is constructed.

Definitely De Pere will be asking the Parks Board to approve the installation of the New Dawn Sculpture at the designated parks property, George Street Landing.

Thank you!

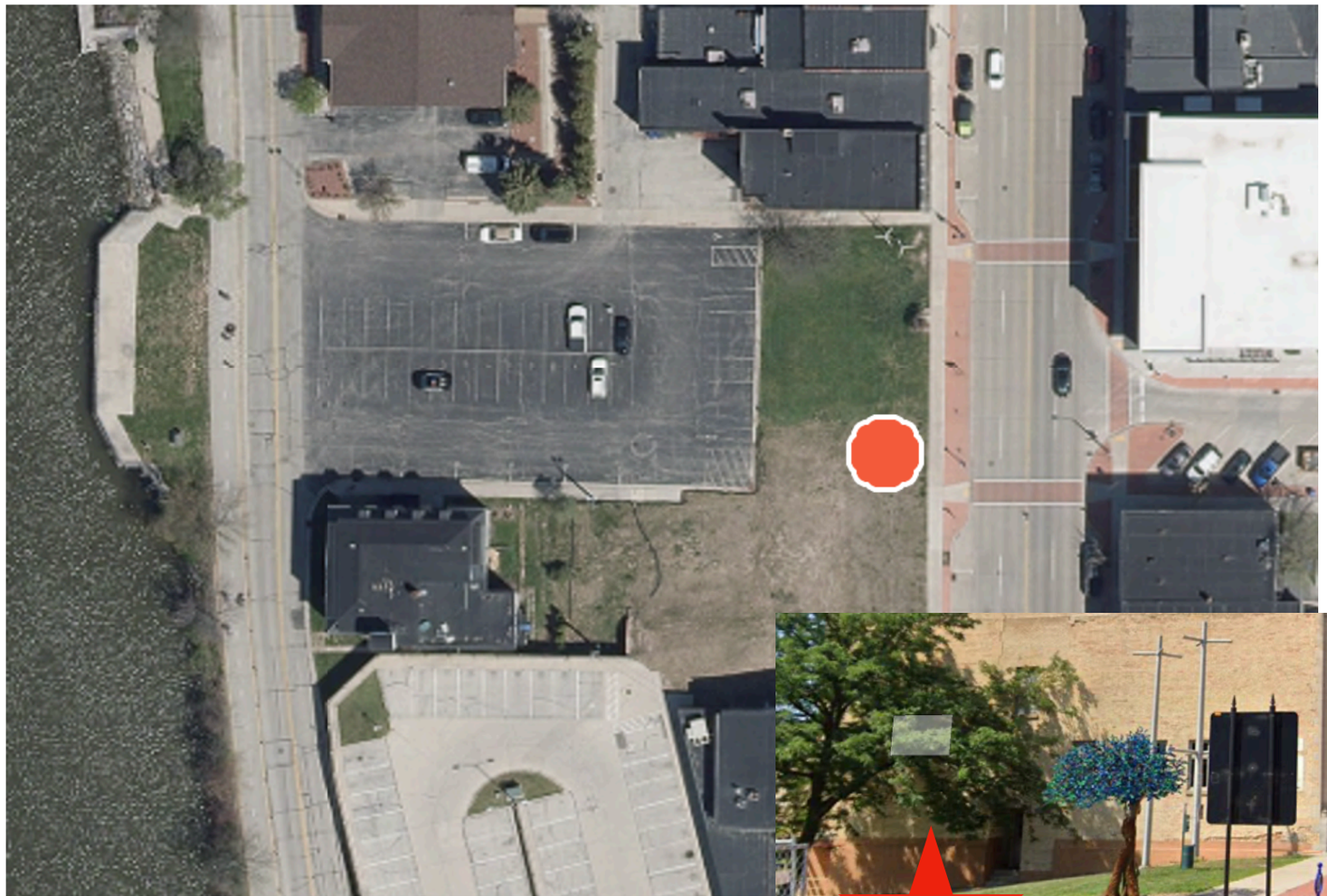
Sculpture #1
Title: Falling Stairs
Artist: Steven Haas
Medium: Aluminum
Dimensions: 120” x 48” x 24”
Location: 4th Street







Sculpture #2
Title: New Dawn
Artist: Ned Cain
Medium: Aluminum
Dimensions: 120” x 84” x 78”
Location: George S Landing







City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to allow Public Parking on City Owned Lot at 360 Main Avenue with the exception of winter months, until such time that the property is sold or developed**

The Board of Public Works at the August 8, 2022 meeting approved allowing Public Parking on City Owned Lot at 360 Main Avenue with the exception of winter months, until such time that the property is sold or developed and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

The City currently owns the vacant lot at 360 Main Avenue. The lot is paved and could be used for public parking during the non-winter months. The intent of the discussion with the BOPW is to determine whether the City should open up this area for public parking during the non-winter months.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Resolution #22-70 Authorizing Agreement for Contractor Services Between the City of De Pere and Nicholas Herman Uecker, d/b/a On Site Logging (Tree Removal Services in City Right-of-Way; City Designated Section E3).**

The Board of Park Commissioners, at the July 21, 2022 meeting, recommended approving the proposal from On-Site Logging for the removal of 109 ash trees and the restoration of the stumps in section E3 for approximately $77,570, with the contractor removing additional trees and stumps to maximize the budget amount of $80,000. The motion was approved with a 5-1 vote.

ATTACHMENTS:

- Reso22-70 (PDF)
- Nicholas Herman Uecker dba On Site Logging(Tree Removal-City Designated Section E3)8-8-22 (PDF)
- Exhibit A-Nicholas Herman Uecker-On Site Logging (PDF)
- Exhibit B-Nicholas Herman Uecker-On Site Logging (PDF)
- Memo - staff approval of On Site Logging for contracted ash removal service 7-11-22 (PDF)
- RFP Ash Tree Removals with Proposal (PDF)

RESOLUTION #22-70

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND NICHOLAS HERMAN UECKER, D/B/A ON SITE LOGGING
(Tree Removal Services in City Right-of-Way; City Designated Section E3)

WHEREAS, the City is in need of tree removal services, as well as full stump removal and restoration services to remove approximately 109 ash trees infested with emerald ash borer within the road right-of-way in an area designed by the City as Tree Removal – Section E3 and Stump Removal and Restoration – Section E3; and

WHEREAS, Nicholas Herman Uecker, d/b/a On Site Logging has available and offers to provide personnel and equipment necessary to accomplish the work within the required timeframe.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement for Contractor Services Between the City of De Pere and Nicholas Herman Uecker, d/b/a On Site Logging as is attached hereto.

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 16th day of August, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 7/21/2022

AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN THE CITY OF DE PERE AND NICHOLAS HERMAN UECKER,
D/B/A ON SITE LOGGING
(Tree Removal Services in City Right-of-Way; City Designated Section E3)

THIS AGREEMENT made and entered into this ___ day of _____, 2022, by and between the City of De Pere, Wisconsin, a Wisconsin municipal corporation ("City"), and Nicholas Herman Uecker, d/b/a On Site Logging, a sole proprietor ("Contractor").

WITNESSETH

WHEREAS, the City is in need of tree removal services, as well as full stump removal and restoration services to remove approximately 109 ash trees infested with emerald ash borer within the road right-of-way in an area designated by the City as Tree Removal – Section E3 and Stump Removal and Restoration – Section E3; and

WHEREAS, the Contractor has available and offers to provide personnel and equipment necessary to accomplish the work within the required time.

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in City's Request for Proposals for Tree Removal Services (Exhibit A) and Contractor's Proposal thereto (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 Contractor'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 Contractor 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. Such writing shall include the scope of the work to be done, the schedule for commencing and completing the work and the basis for compensation for such work.

II. SCOPE OF CONTRACTOR SERVICES

Contractor agrees to perform those services as described in Exhibit A, specifically related to tree removal services, as well as full stump removal and restoration services

for Tree Removal – Section E3 and Stump Removal and Restoration – Section E3, including any additional specific assignment(s) designated by City to maximize the budgeted amount.

III. CITY OBLIGATIONS

City agrees to provide Contractor with a listing and location of stumps, and other information concerning the project that may be applicable, as are available.

IV. TIME FOR COMPLETION

Time is of the essence in Contractor's performance under this Agreement. Contractor shall commence work after notice and proceed with all deliberate speed to meet the time requirements of the City. Should Contractor encounter any circumstances, which, in the Contractor's opinion, will delay performance, Contractor shall so inform the City in writing.

V. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation as identified in Exhibit B, to be paid monthly, based upon work accomplished. Compensation for any additional services authorized by City shall be as agreed upon by the City and Contractor and set forth in the written authorization for those additional special services.

VI. INSURANCE

A. The Contractor 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, with per occurrence limits of $1,000,000, with additional umbrella liability insurance coverage of not less than $5,000,000.

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.

The Contractor shall provide City with a certificate of insurance outlining the required coverage and naming the City as an additional insured thereunder for purposes of the Contract.

VII. INDEMNIFICATION

Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

VIII. SUBCONTRACTS

The Contractor shall not subcontract any of the work required hereunder without the specific written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Contractor shall be responsible to the City for the actions of person and firms performing subcontract work.

IX. 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 Contractor without the prior written consent of the other.

X. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

A. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.

B. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of 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 that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

C. CONTRACTOR'S RESPONSIBILITY FOR WORK. Until acceptance of the Work by the Director of Parks, Recreation & Forestry, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Forester.

XI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Parks, Recreation & Forestry. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Parks, Recreation & Forestry to do so.

XII. INTEGRATION

This Agreement represents the entire understanding of the City and Contractor 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.

XIII. 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.

XIV. 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 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 Contractor's services, the Contractor 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 Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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.

XV. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:	If to Contractor:
City of De Pere	On Site Logging
Attn: City Administrator	Attn: Nicholas Herman Uecker
335 South Broadway Street	P.O. Box 97
De Pere, WI 54115	Forestville, WI 54213

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

ON SITE LOGGING

By: _____
Nicholas Herman Uecker
Sole Proprieter, d/b/a On Site Logging

By: _____
Print Name/Title: _____

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\2022\Contractor\Nicholas Herman Uecker dba On Site Logging(Tree Removal-City Designated Section E3)8-8-22.docx

Request for Proposals

for

Tree Removal Services

Project Summary

The City of De Pere is seeking proposals from qualified contractors for the removal of ash trees, located within the road right of way, that are infested with emerald ash borer. The bid will be split to provide options for the tree removal, along with the option for stump removal and site restoration with pulverized topsoil, seed, and mulch with straw. A map of the area and the location of the trees is in the attached appendices. The City will evaluate proposals based upon professional qualifications, quality assurance and competitive pricing.

The project limits will include removal of all ash trees in the street side terrace, within the project area pictured in the attached appendices. This work is to include the removal and disposal of all generated debris from the tree removal operations, as well as the stumping operation in the optional bid. The debris can be brought to the City Compost Facility, located at 655 Rockland Road in De Pere. Questions concerning the RFP should be addressed prior to bid submittal. Proposals will be accepted until July 8, 2022, with the Forestry Department, located at the Municipal Service Center at 925 S. Sixth St., De Pere, WI 54115.

Questions on this request can be directed to:
Don Melichar, Park Superintendent/City Forester
925 S. Sixth St.
De Pere, WI 54115
(920) 339-8362
dmelichar@deperewi.gov

Qualifications of Contractors

The Contractor shall be required, before the award of any contracts, to show to the complete satisfaction of the City that it has the necessary facilities, ability, and resources to provide the services specified herein in a satisfactory manner. The Contractor shall be required to give history and references to satisfy the City regarding the Contractor's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Contractor to perform the work. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the Contractor fails to satisfy the City that the contractor is properly qualified to carry out the obligations of the contract and to complete the work described herein. Evaluation of the contractor's qualifications shall include, without limitation:

1. The ability, capacity, skill, and resources to perform the work or provide the service required; and
2. The ability of the contractor to perform the work or provide the service promptly, or within the time specified, without delay or interference; and
3. The character, integrity, reputation, judgment, experience, and efficiency of the contractor; and
4. The quality of performance of previous tree removal contracts or services.

Scope of Services

Street trees to be removed by the Contractor are ash trees located within the public right-of-way indicated on the City map located in the attached appendices, shown as associated size colored dots on the included map and associated address list. Street trees are those located between the curb and sidewalk, or where the sidewalk should be.

Examination of Project Area

Before submitting a bid, each Contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract. Tree diameters on the included listing are approximates and are not a substitute for field verification. If the Contractor receives an award from their submitted bid, failure to have made such investigations and examinations will in now way relieve the Contractor from their obligations to comply in every detail with all provisions and requirements of the contract documents. Nor will the City accept a plea of ignorance of such conditions and requirements as a basis for any claim whatsoever by the Contractor for additional compensation.

Quantities

Whenever a bid is sought seeking a request for proposals, the quantities shall be construed as estimates for the purpose of obtaining prices unless otherwise stated. **If funds to complete the entire project area are unavailable, the City may reduce the number of trees in all, or part, to meet the budgetary goal allocated for this project.**

Removal Specifications

1. The work shall consist of removing inventoried ash trees, and associated debris, from the street right-of-way as indicated on the maps and lists in the attached appendices. All trees are highlighted with colored dots on the maps.
2. To minimize the spread of EAB, the abutting property owners may have the option to retain portions of the trees suitable for firewood. This is to be coordinated with the Contractor and property owner. No wood is to be left in the street right-of-way. All chips, logs, and other debris shall be removed by the Contractor.
3. Stumps shall be ground out to original grade with soil mounding from the tree's root flare being eliminated. The stumps and surface roots are to be removed in all instances and the stumps shall be cut deep enough to sever them from the root system or down to 15' deep. Stump grindings shall be disposed of by the Contractor.
4. The stump holes are to be filled as soon as physically possible with pulverized topsoil, mounding them enough to compensate for settling and in no event shall be left unfilled overnight.
5. The area is to be seeded with Earth Carpet Choice Sun-N-Shade Turfgrass Mixture, available at County Visions in De Pere, or equivalent blend at rate of 4-6 lbs. per 1,000 sq. ft. After seeding, the area is to be covered with clean straw to aid in germination. The property owner will be responsible to water the newly seeded area. The Contractor will not be responsible for the germination or watering of the seeded area.

Working Hours

The Contractor shall schedule work between the hours of 7:00 am and 5:00 pm., Monday through Friday, unless otherwise authorized by the City.

Site Appearance and Clean-Up

Removed limbs and branches temporarily placed in the terrace area shall be placed in such a manner as to eliminate any obstruction to motor vehicles and pedestrians.

The Contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Site cleanup shall include without limitation, removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, terrace, sidewalk, private lawns, and driveways, with the

appropriate tools for the job. The site shall be returned to the same state it existed in prior to the removal work. Under no circumstances shall any material be allowed to lie on the terrace overnight without permission being previously granted by the City.

As removals may occur during or after snow events, some debris may not be immediately accessible for clean-up. In these instances, it is the responsibility of the Contractor to reclean and rake up debris in these areas after the snow melts. No extra payment shall be made for this clean-up work.

Debris Disposal

Disposal of wood chips and debris generated by the work described within this contract shall be the responsibility of the Contractor and, if desired and approved by the Forester, can be dumped at the City's compost facility, located at 655 Rockland Road. The contractor may deliver chips to the homes of City residents as requested by the residents without charge, at a time convenient for the Contractor. Chips shall be dropped only on private property and not on the terrace or in the street. Logs left at the homeowner's request must be on the resident's property and not in the terrace.

Damage to Public or Private Property

Should any damage to private or public property occur, because of the service performed or work done by the Contractor, the Contractor shall immediately notify the City of such damage. Any correction of damage shall be resolved within ten (10) days after the damage occurs. Should the damage not be rectified within the time frame agreed upon, or to the satisfaction of the City, the City reserves the right to repair or replace that which was damaged and assess the Contractor with such costs as may be reasonable and related to damage caused by the Contractor and deduct these costs from any payment due to the Contractor.

Overhead Utilities

Tree removal operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to the Contractor's operation. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches that may conflict with or create a hazard in conducting the operations of this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.

Insurance

During the life of the Agreement, the Contractor shall maintain 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 $5,000,000.

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.

The contractor 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 contractor 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 contractor'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.

Safety Standards

All equipment to be used and all work to be performed shall be in full compliance with the current revision of the ANSI Standard Z-133.1, or as amended by written agreement.

Traffic Control

The Contractor shall conduct its operations in a manner that will not interrupt pedestrian or vehicle traffic except as approved by the City. The work area shall be confined to the smallest area possible to allow maximum use of the street or sidewalk and to reduce any hazard to traffic or pedestrians to a minimum. The Contractor shall provide adequate traffic control for work area protection in compliance with the latest edition of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways. All personnel, signs, barricades, and any other items or devices necessary shall be provided by the Contractor. The City shall make no separate payment for this work. Traffic control shall include without limitation the following:

1. Whenever possible, work vehicles shall be parked on the same side of the street as the work site. Vehicles shall park with right wheels to the curb or to the right edge of the right-hand shoulder.
2. Whenever possible the work site on a two lane street or highway shall be confined to one traffic lane leaving the opposite lane open to traffic.
3. Work area protection shall take into account the duration of the project, the size of the project, the lanes of traffic, the volume of traffic, the speed limit, and the distance to the work area from the pavement.
4. Work vehicles shall have the flasher light lit but not as a substitute for any traffic control devices for work area protection that may be necessary.
5. Under certain field conditions such as hills and curves, the spacing of the traffic control devices shall be adjusted as necessary.
6. Warning signs such as "Men Working" or "Tree Work Ahead" shall be diamond shaped having a black symbol or message on an orange reflective background. Such signs shall be 48 inches by 48 inches in size and shall be posted at a minimum height of 12 inches above the pavement.

7. Cones used as daytime channeling devices shall be at least 18 inches tall, conical or tubular in shape with a broadened base, and orange in color. Cones shall be spaced equal in feet to the posted speed limit or closer along the taper length.
8. Channeling devices shall be positioned to provide adequate taper length before the work area to guide traffic through the work area. Taper length can be calculated using the following formulas.
    a. L = taper length in feet
    b. W = width of lane closure in feet
    c. S = posted speed limit
    d. For streets of speed limit 40 mph or less L = [Wx(S Squared)] /60
    e. For streets of speed limit 45 mph or greater L = WxS
9. Should individuals progress ahead of vehicles, such as tree climbers, cones shall be placed in the roadway to alert motorists of activity in those trees.
10. For lane closures on multilane highways, appropriate warning signs such as "Right Lane Closed" and channeling devices at the appropriate intervals shall be used depending on the speed limit.
11. Should complete street closure be required for a maximum of 8 hours on any given day in order to complete contract work, the Contractor shall notify the Parks, Recreation & Forestry and Public Works Departments, and the appropriate barricades (at least 3 Type II barricades at each intersection), "Road Closed" and "Detour" arrow signs used.
12. Workers shall be appropriately dressed with Class II or III high visibility safety apparel that is appropriate for the jobsite.

Contractor Personnel and Equipment

The Contractor shall supply all material, equipment, and personnel necessary to complete the work specified. The Contractor shall rent equipment, if needed, to cover any equipment breakdowns that would cause this contract to not be completed in the allotted time. All vehicles shall have the contractor's name in a visible location to avoid possible parking tickets. All vehicles and equipment shall abide by the Traffic Control standards listed in Section W.

All individuals shall be familiar with specifications identified in this document and shall be experienced in tree removal operations. The day-to-day supervision and control of the Contractor's employees is the sole responsibility of the Contractor.

The Contractor shall always provide qualified supervision of each crew while working under this contract. Each supervisor shall be fluent in English and be authorized by the Contractor to accept and act upon all directives issued by the City.

Inspection of Work

All work shall be completed to the satisfaction of the City Forester, or the City of De Pere Director of Parks, Recreation, and Forestry, and same shall resolve any questions as to proper procedures or quality of workmanship.

Unsatisfactory Work

If at any time during the contract, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being notified either by written or oral notice, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order correction of the deficiency by separate contract or with its own resources at the expense of the Contractor. The City reserves the right to terminate the whole or any part of this contract in the event the awarded Contractor fails to perform any of the provisions of this contract.

Liquidated Damages

The City and Contractor recognize that time and work quality is of the essence to this contract. They also recognize the delays, expense, and difficulties involved in a legal proceeding. Should the Contractor fail to complete the work as specified in this contract, the Contractor shall be liable to the City for liquidated damages in the following amounts:

1. $100.00 per day for failure to complete the work in the time frames required by this contract;
2. $100.00 per day for failure to clean-up and restore each site as required by this contract.

Failure to Enforce

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

Cost and Basis of Payment

The Contractor affirms and states that the prices submitted herein constitute the total cost to the City for all the work involved in the respective items. This cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, supervision, overhead expenses, inspection costs, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered separately and collectively.

Partial payment shall be made to the Contractor as work progresses, but, in no case, shall payment be made on trees not completed to the satisfaction of the City and in accordance with these specifications and accepted arboricultural practices.

City Responsibilities

The City will be actively involved with all aspects of the project. The City will provide access to the GIS system, as well as providing a map of the service area and a table showing the current tree sizes within the area, if requested.

Once the contract is awarded, the City Forester will provide a detailed list to the contractor of all the trees to be removed, if requested.

City Contact and Questions

City of De Pere Municipal Service Center
C/O: Don Melichar, Park Superintendent / City Forester
925 S. Sixth St.
De Pere, WI 54115
(920) 339-8362
dmelichar@deperewi.gov

Proposal Submittals

Each bidder shall submit a proposal, either by paper copy or via email, to Don Melichar, Park Superintendent/City Forester and should be clearly marked Indicating: **Tree Removal Proposal**. Proposals must be submitted to our office by **July 8th at 10:30 am** at the location listed above.

Deliverables

The deliverables for the project include the following:

1. Provide a summary of personnel to work on this project and a list of equipment
2. Provide an understanding of the project
3. A summary of similar work and four (4) references who can attest to the contractor's ability to fulfill this contract. Include names, addresses, phone numbers and email addresses. At least one (1) reference that can attest to the Contractors previous satisfactory performance of a municipal or other governmental tree removal contract is preferred
4. Provide Proposed Fee Schedule
5. Provide a timeline of events to include (but not limited to) the kick off meeting, mobilization, and completion schedule
6. Applicable insurance information

Award of Contract

The City reserves the right to reject any or all bids or award multiple contracts as deemed advantageous to the City. Separate contracts may be awarded for tree removal and stump removal and restoration.

The City Forester will review the submitted bids and will make a recommendation of award to the Board of Park Commissioners at their July 21, 2022, meeting, who, in turn, may approve the contract and recommend sending it to Common Council for approval. Work may begin immediately upon acceptance of a signed contract, or at a time mutually agreed upon by the Contractor and the City Forester. **All work shall be completed prior to December 31, 2022.** Partial invoices for work completed can be submitted to the City for payment.

Additional Information

1. A detailed map of the project area, including tree sizes per project area
2. A sample Consultant Agreement the City uses

Proposed Fee Schedule

Company Name:_____

Company Representative:_____

Company Address:_____

Phone:_____ Email:_____

Signature:_____

Item	Fee
Tree Removal – Section E1	$
Tree Removal – Section E2	$
Tree Removal – Section E3	$
Tree Removal – Section W1	$
Tree Removal – Section W2	$
Tree Removal – Section W3	$
Total Fee	$

Additional Option:

Item	Fee
Stump Removal and Restoration – Section E1	$
Stump Removal and Restoration – Section E2	$
Stump Removal and Restoration – Section E3	$
Stump Removal and Restoration – Section W1	$
Stump Removal and Restoration – Section W2	$
Stump Removal and Restoration – Section W3	$
Total Fee	$

Personnel and Equipment

The approximate number of personnel who will be at the work site daily is _____

List of equipment _____

_____

_____

_____

_____

References

1. Company/Customer Name: _____

   Contact Name and Phone: _____

   Address: _____

   City, State, Zip: _____

   E-mail Address: _____

   Type and Date of Work: _____

2. Company/Customer Name: _____

Contact Name and Phone: _____

Address: _____

City, State, Zip: _____

E-mail Address: _____

Type and Date of Work: _____

3. Company/Customer Name: _____

Contact Name and Phone: _____

Address: _____

City, State, Zip: _____

E-mail Address: _____

Type and Date of Work: _____

4. Company/Customer Name: _____

Contact Name and Phone: _____

Address: _____

City, State, Zip: _____

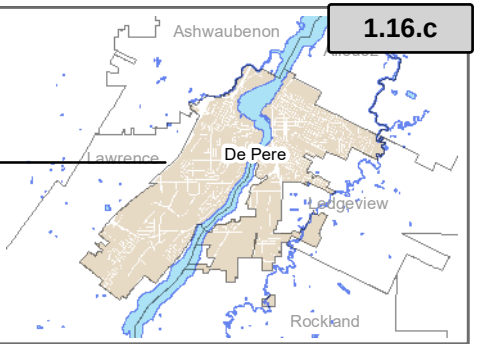
E-mail Address: _____

Type and Date of Work: _____

De Pere Ash Tree Removal

City of De Pere, Wisconsin

Project Overview



West 1

East 1

East 2

West 2

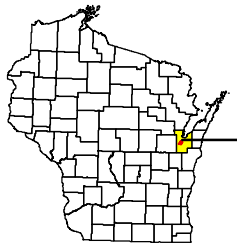
West 3

East 3

Exhibit A
Page 12 of 14

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. 11/29/21

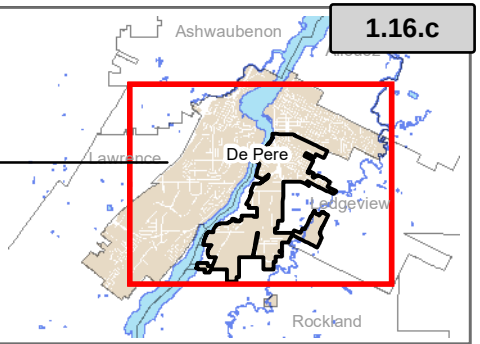
1 in



De Pere Ash Tree Removal

City of De Pere, Wisconsin

Project Location East 3



Trunk Size	Ash Count
0-5"	2
6-10"	20
11-20"	77
21-30"	9
31-40"	0
40"+	1
Total	109

Legend

- 0-5"
- 6-10"
- 11-20"
- 21-30"
- 31-40"
- 40+

Area E3

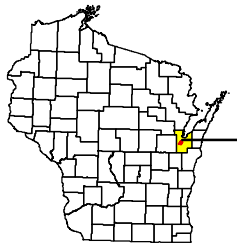
GRANT ST
CHICAGO ST
CHARLES ST
SCHEURING RD
LOST DAUPHIN RD
AMERICAN BL
ENTERPRISE DR
S. BROADWAY ST
57
32
G
GV
X
PP

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Exhibit A
Page 13 of 14

N W E S

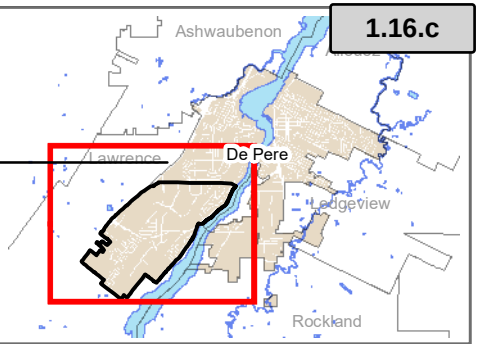
1 in



De Pere Ash Tree Removal

City of De Pere, Wisconsin

Project Location West 3



Trunk Size	Ash Count
0-5"	1
6-10"	28
11-20"	68
21-30"	29
31-40"	7
40"+	0
Total	133

Legend

- 0-5"
- 6-10"
- 11-20"
- 21-30"
- 31-40"
- 40+

Area 3

F

SCHEURING RD

AMERICAN BL

LOST DAUPHIN

LAWRENCE DR

LOST DAUPHIN RD

41

57

32

Exhibit A
Page 14 of 14

N
W E
S

1 in

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Proposed Fee Schedule

Company Name: On Site Logging

Company Representative: Nick Uecker

Company Address: PO Box 97 Forestville WI 54213

Phone: 920-559-0398 Email: onsitelogging@Yahoo.com

Signature: Nick Uecker

Item	Fee
Tree Removal – Section E1	$ 33,425
Tree Removal – Section E2	$ 66,150
Tree Removal – Section E3	$ 43,250
Tree Removal – Section W1	$ 17,975
Tree Removal – Section W2	$ 63,735
Tree Removal – Section W3	$ 55,475
Total Fee	$ 280,010

Additional Option:

Item	Fee
Stump Removal and Restoration – Section E1	$ 32,088
Stump Removal and Restoration – Section E2	$ 63,504
Stump Removal and Restoration – Section E3	$ 34,320
Stump Removal and Restoration – Section W1	$ 17,256
Stump Removal and Restoration – Section W2	$ 43,704
Stump Removal and Restoration – Section W3	$ 53,256
Total Fee	$ 244,128

Personnel and Equipment

The approximate number of personnel who will be at the work site daily is 5+

List of equipment Debris truck with loader, Debris truck with grapple saw, wheeled or track skidsteers, Stump grinder, Bucket truck, crew trucks, Dump trailer

References

1. Company/Customer Name: Peters Concrete
   Contact Name and Phone: Duke or Kevin 920-494-3700
   Address: 3748 Atkinson Drive
   City, State, Zip: Green Bay 54303
   E-mail Address: Kevin@PetersConcrete.com
   Type and Date of Work: Tree removals / land clearing 2018+

2. Company/Customer Name: MCC
Contact Name and Phone: Berlin or Sam 920-749-3360
Address: 2600 N Roemer Rd
City, State, Zip: Appleton WI 54911
E-mail Address: alicia.marx@murphyinc.org
Type and Date of Work: Tree Work / Land Clearing 2018 +

3. Company/Customer Name: Jossart Brothers Construction
Contact Name and Phone: Jason 920-339-8500
Address: 1682 Swan Road
City, State, Zip: De Pere WI 54115
E-mail Address: Jasonh@Jossartbrothers.com
Type and Date of Work: Tree work / Land Clearing 2018+

4. Company/Customer Name: Advance Construction
Contact Name and Phone: Paul or Chris 920-434-3978
Address: 2141 Woodale Ave G.
City, State, Zip: Green Bay WI 54313
E-mail Address: cvandenbush@advconst.net
Type and Date of Work: Tree work / Land Clearing 2018 +

Have done ash removals for the City of Middleton (Forester Mark Wegner) and Kimberly

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Don Melichar
Date: July 12, 2022

RE: Contracted Ash Removal Proposals

Issue: The Parks Department seeks the Park Board approval of On Site Logging to remove ash trees and possibly stumps in the terrace if approved.

Summary: In the 2022 budget there was $80,000 allocated toward contracting services to remove ash trees in the terrace. After advertising, staff received one proposal from On Site Logging. For the RFP, the City was divided into 6 sections, the same sections used by Public Works for any street work. Each of these sections identified how many ash trees were in it, trunk diameter, and the location of the trees. From this information, On Site Logging proposed monetary amounts for ash tree removals for each section. Also, as an alternate option, the contractor was also instructed to propose the cost to remove and restore the stumps from each removal.

After review of the proposal, staff recommends two possible outcomes:

- Approve the removal of 188 trees from sections E1 & E3 in the amount of $76,675. After conversing with On Site Logging, they would also work with staff to remove additional trees in other sections to maximize the budgeted amount.
- Approve the removal of 109 trees from section E3 in the amount of $43,250 and the removal/restoration of the removed trees stumps in that same section in the amount of $34,320 for a total of $77,570. Again, the contractor agrees to remove additional trees/stumps to maximize the budgeted amount.

Staff recommends approval of On Site Logging to perform services, if the City's insurance requirements are met. On Site Logging has assured staff that they would increase their insurance to the requested amount if their proposal is approved by the City.

If you have any questions, please contact me at 339-8362.

Proposed Fee Schedule

Company Name: On Site Logging

Company Representative: Nick Uecker

Company Address: PO Box 97 Forestville WI 54213

Phone: 920-559-0398 Email: onsitelogging@Yahoo.com

Signature: Nick Uecker

Item	Fee
Tree Removal – Section E1	$ 33,425
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The approximate number of personnel who will be at the work site daily is 5+

List of equipment Debris truck with loader, Debris truck with grapple saw, wheeled or track skidsteers, Stump grinder, Bucket truck, crew trucks, Dump trailer

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   Address: 3748 Atkinson Drive
   City, State, Zip: Green Bay 54303
   E-mail Address: Kevin@PetersConcrete.com
   Type and Date of Work: Tree removals / land clearing 2018+

2. Company/Customer Name: MCC
Contact Name and Phone: Berlin or Sam 920-749-3360
Address: 2600 N Roemer Rd
City, State, Zip: Appleton WI 54911
E-mail Address: alicia.marx@murphyinc.org
Type and Date of Work: Tree Work / Land Clearing 2018 +

3. Company/Customer Name: Jossart Brothers Construction
Contact Name and Phone: Jason 920-339-8500
Address: 1682 Swan Road
City, State, Zip: De Pere WI 54115
E-mail Address: Jasonh@jossartbrothers.com
Type and Date of Work: Tree work / Land Clearing 2018+

4. Company/Customer Name: Advance Construction
Contact Name and Phone: Paul or Chris 920-434-3978
Address: 2141 Woodale Ave G.
City, State, Zip: Green Bay WI 54313
E-mail Address: cvandenbush@advconst.net
Type and Date of Work: Tree work / Land Clearing 2018 +

Have done ash removals for the City of Middleton (Forester Mark Wegner) and Kimberly

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/6/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 R & R Insurance Services, Inc N14 W23900 Stone Ridge Drive Waukesha WI 53188	CONTACT NAME: Jenny Hirth, CISR PHONE (A/C, No, Ext): (262)502-3856 FAX (A/C, No): (262)502-3856 E-MAIL ADDRESS: Jenny.Hirth@rrins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: West Bend Mutual Ins. Co. — 15350
INSURED Nicholas Herman Uecker dba On Site Logging 7195 W Center Road Forestville WI 54213	INSURER B: Society Insurance — 15261 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: CL2172612505 — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Blanket AI/PNC/WOS per written contract GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X		A601822 Form WB1482 0717 Form CG2404 0509	7/30/2021	7/30/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS X Blkt AI/PNC/WOS per written contract			A601822 Form CA2048Z 1013 Form CA0444 1013	7/30/2021	7/30/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			A601822	7/30/2021	7/30/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WP561950 Nicholas Uecker-EXCLUDED	3/9/2021	3/9/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A	Motor Truck Cargo			A601822	7/30/2021	7/30/2022	Limit/deductible	10,000/500

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

RE: Sewer and Water Construction - Apple Creek Ct. & Palmann Park, Unit U-21 - Dept. of Public Works - City of Appleton.
Superior Sewer and Water Inc., City of Appleton, Town of Grand Chute, Outagamie County Parks Department and Montessori School are included as additional insureds on the General Liability, per form listed above when required by written contract.

CERTIFICATE HOLDER

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

Brian Balongue/JH328 Brian Balongue

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Request for Proposals

for

Tree Removal Services

Project Summary

The City of De Pere is seeking proposals from qualified contractors for the removal of ash trees, located within the road right of way, that are infested with emerald ash borer. The bid will be split to provide options for the tree removal, along with the option for stump removal and site restoration with pulverized topsoil, seed, and mulch with straw. A map of the area and the location of the trees is in the attached appendices. The City will evaluate proposals based upon professional qualifications, quality assurance and competitive pricing.

The project limits will include removal of all ash trees in the street side terrace, within the project area pictured in the attached appendices. This work is to include the removal and disposal of all generated debris from the tree removal operations, as well as the stumping operation in the optional bid. The debris can be brought to the City Compost Facility, located at 655 Rockland Road in De Pere. Questions concerning the RFP should be addressed prior to bid submittal. Proposals will be accepted until July 8, 2022, with the Forestry Department, located at the Municipal Service Center at 925 S. Sixth St., De Pere, WI 54115.

Questions on this request can be directed to:
Don Melichar, Park Superintendent/City Forester
925 S. Sixth St.
De Pere, WI 54115
(920) 339-8362
dmelichar@deperewi.gov

Qualifications of Contractors

The Contractor shall be required, before the award of any contracts, to show to the complete satisfaction of the City that it has the necessary facilities, ability, and resources to provide the services specified herein in a satisfactory manner. The Contractor shall be required to give history and references to satisfy the City regarding the Contractor's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Contractor to perform the work. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the Contractor fails to satisfy the City that the contractor is properly qualified to carry out the obligations of the contract and to complete the work described herein. Evaluation of the contractor's qualifications shall include, without limitation:

1. The ability, capacity, skill, and resources to perform the work or provide the service required; and
2. The ability of the contractor to perform the work or provide the service promptly, or within the time specified, without delay or interference; and
3. The character, integrity, reputation, judgment, experience, and efficiency of the contractor; and
4. The quality of performance of previous tree removal contracts or services.

Scope of Services

Street trees to be removed by the Contractor are ash trees located within the public right-of-way indicated on the City map located in the attached appendices, shown as associated size colored dots on the included map and associated address list. Street trees are those located between the curb and sidewalk, or where the sidewalk should be.

Examination of Project Area

Before submitting a bid, each Contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract. Tree diameters on the included listing are approximates and are not a substitute for field verification. If the Contractor receives an award from their submitted bid, failure to have made such investigations and examinations will in now way relieve the Contractor from their obligations to comply in every detail with all provisions and requirements of the contract documents. Nor will the City accept a plea of ignorance of such conditions and requirements as a basis for any claim whatsoever by the Contractor for additional compensation.

Quantities

Whenever a bid is sought seeking a request for proposals, the quantities shall be construed as estimates for the purpose of obtaining prices unless otherwise stated. **If funds to complete the entire project area are unavailable, the City may reduce the number of trees in all, or part, to meet the budgetary goal allocated for this project.**

Removal Specifications

1. The work shall consist of removing inventoried ash trees, and associated debris, from the street right-of-way as indicated on the maps and lists in the attached appendices. All trees are highlighted with colored dots on the maps.
2. To minimize the spread of EAB, the abutting property owners may have the option to retain portions of the trees suitable for firewood. This is to be coordinated with the Contractor and property owner. No wood is to be left in the street right-of-way. All chips, logs, and other debris shall be removed by the Contractor.
3. Stumps shall be ground out to original grade with soil mounding from the tree's root flare being eliminated. The stumps and surface roots are to be removed in all instances and the stumps shall be cut deep enough to sever them from the root system or down to 15' deep. Stump grindings shall be disposed of by the Contractor.
4. The stump holes are to be filled as soon as physically possible with pulverized topsoil, mounding them enough to compensate for settling and in no event shall be left unfilled overnight.
5. The area is to be seeded with Earth Carpet Choice Sun-N-Shade Turfgrass Mixture, available at County Visions in De Pere, or equivalent blend at rate of 4-6 lbs. per 1,000 sq. ft. After seeding, the area is to be covered with clean straw to aid in germination. The property owner will be responsible to water the newly seeded area. The Contractor will not be responsible for the germination or watering of the seeded area.

Working Hours

The Contractor shall schedule work between the hours of 7:00 am and 5:00 pm., Monday through Friday, unless otherwise authorized by the City.

Site Appearance and Clean-Up

Removed limbs and branches temporarily placed in the terrace area shall be placed in such a manner as to eliminate any obstruction to motor vehicles and pedestrians.

The Contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Site cleanup shall include without limitation, removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, terrace, sidewalk, private lawns, and driveways, with the

appropriate tools for the job. The site shall be returned to the same state it existed in prior to the removal work. Under no circumstances shall any material be allowed to lie on the terrace overnight without permission being previously granted by the City.

As removals may occur during or after snow events, some debris may not be immediately accessible for clean-up. In these instances, it is the responsibility of the Contractor to reclean and rake up debris in these areas after the snow melts. No extra payment shall be made for this clean-up work.

Debris Disposal

Disposal of wood chips and debris generated by the work described within this contract shall be the responsibility of the Contractor and, if desired and approved by the Forester, can be dumped at the City's compost facility, located at 655 Rockland Road. The contractor may deliver chips to the homes of City residents as requested by the residents without charge, at a time convenient for the Contractor. Chips shall be dropped only on private property and not on the terrace or in the street. Logs left at the homeowner's request must be on the resident's property and not in the terrace.

Damage to Public or Private Property

Should any damage to private or public property occur, because of the service performed or work done by the Contractor, the Contractor shall immediately notify the City of such damage. Any correction of damage shall be resolved within ten (10) days after the damage occurs. Should the damage not be rectified within the time frame agreed upon, or to the satisfaction of the City, the City reserves the right to repair or replace that which was damaged and assess the Contractor with such costs as may be reasonable and related to damage caused by the Contractor and deduct these costs from any payment due to the Contractor.

Overhead Utilities

Tree removal operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to the Contractor's operation. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches that may conflict with or create a hazard in conducting the operations of this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.

Insurance

During the life of the Agreement, the Contractor shall maintain 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 $5,000,000.

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.

The contractor 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 contractor 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 contractor'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.

Safety Standards

All equipment to be used and all work to be performed shall be in full compliance with the current revision of the ANSI Standard Z-133.1, or as amended by written agreement.

Traffic Control

The Contractor shall conduct its operations in a manner that will not interrupt pedestrian or vehicle traffic except as approved by the City. The work area shall be confined to the smallest area possible to allow maximum use of the street or sidewalk and to reduce any hazard to traffic or pedestrians to a minimum. The Contractor shall provide adequate traffic control for work area protection in compliance with the latest edition of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways. All personnel, signs, barricades, and any other items or devices necessary shall be provided by the Contractor. The City shall make no separate payment for this work. Traffic control shall include without limitation the following:

1. Whenever possible, work vehicles shall be parked on the same side of the street as the work site. Vehicles shall park with right wheels to the curb or to the right edge of the right-hand shoulder.
2. Whenever possible the work site on a two lane street or highway shall be confined to one traffic lane leaving the opposite lane open to traffic.
3. Work area protection shall take into account the duration of the project, the size of the project, the lanes of traffic, the volume of traffic, the speed limit, and the distance to the work area from the pavement.
4. Work vehicles shall have the flasher light lit but not as a substitute for any traffic control devices for work area protection that may be necessary.
5. Under certain field conditions such as hills and curves, the spacing of the traffic control devices shall be adjusted as necessary.
6. Warning signs such as "Men Working" or "Tree Work Ahead" shall be diamond shaped having a black symbol or message on an orange reflective background. Such signs shall be 48 inches by 48 inches in size and shall be posted at a minimum height of 12 inches above the pavement.

7. Cones used as daytime channeling devices shall be at least 18 inches tall, conical or tubular in shape with a broadened base, and orange in color. Cones shall be spaced equal in feet to the posted speed limit or closer along the taper length.
8. Channeling devices shall be positioned to provide adequate taper length before the work area to guide traffic through the work area. Taper length can be calculated using the following formulas.
    a. L = taper length in feet
    b. W = width of lane closure in feet
    c. S = posted speed limit
    d. For streets of speed limit 40 mph or less L = [Wx(S Squared)] /60
    e. For streets of speed limit 45 mph or greater L = WxS
9. Should individuals progress ahead of vehicles, such as tree climbers, cones shall be placed in the roadway to alert motorists of activity in those trees.
10. For lane closures on multilane highways, appropriate warning signs such as "Right Lane Closed" and channeling devices at the appropriate intervals shall be used depending on the speed limit.
11. Should complete street closure be required for a maximum of 8 hours on any given day in order to complete contract work, the Contractor shall notify the Parks, Recreation & Forestry and Public Works Departments, and the appropriate barricades (at least 3 Type II barricades at each intersection), "Road Closed" and "Detour" arrow signs used.
12. Workers shall be appropriately dressed with Class II or III high visibility safety apparel that is appropriate for the jobsite.

Contractor Personnel and Equipment

The Contractor shall supply all material, equipment, and personnel necessary to complete the work specified. The Contractor shall rent equipment, if needed, to cover any equipment breakdowns that would cause this contract to not be completed in the allotted time. All vehicles shall have the contractor's name in a visible location to avoid possible parking tickets. All vehicles and equipment shall abide by the Traffic Control standards listed in Section W.

All individuals shall be familiar with specifications identified in this document and shall be experienced in tree removal operations. The day-to-day supervision and control of the Contractor's employees is the sole responsibility of the Contractor.

The Contractor shall always provide qualified supervision of each crew while working under this contract. Each supervisor shall be fluent in English and be authorized by the Contractor to accept and act upon all directives issued by the City.

Inspection of Work

All work shall be completed to the satisfaction of the City Forester, or the City of De Pere Director of Parks, Recreation, and Forestry, and same shall resolve any questions as to proper procedures or quality of workmanship.

Unsatisfactory Work

If at any time during the contract, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being notified either by written or oral notice, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order correction of the deficiency by separate contract or with its own resources at the expense of the Contractor. The City reserves the right to terminate the whole or any part of this contract in the event the awarded Contractor fails to perform any of the provisions of this contract.

Liquidated Damages

The City and Contractor recognize that time and work quality is of the essence to this contract. They also recognize the delays, expense, and difficulties involved in a legal proceeding. Should the Contractor fail to complete the work as specified in this contract, the Contractor shall be liable to the City for liquidated damages in the following amounts:

1. $100.00 per day for failure to complete the work in the time frames required by this contract;
2. $100.00 per day for failure to clean-up and restore each site as required by this contract.

Failure to Enforce

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

Cost and Basis of Payment

The Contractor affirms and states that the prices submitted herein constitute the total cost to the City for all the work involved in the respective items. This cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, supervision, overhead expenses, inspection costs, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered separately and collectively.

Partial payment shall be made to the Contractor as work progresses, but, in no case, shall payment be made on trees not completed to the satisfaction of the City and in accordance with these specifications and accepted arboricultural practices.

City Responsibilities

The City will be actively involved with all aspects of the project. The City will provide access to the GIS system, as well as providing a map of the service area and a table showing the current tree sizes within the area, if requested.

Once the contract is awarded, the City Forester will provide a detailed list to the contractor of all the trees to be removed, if requested.

City Contact and Questions

City of De Pere Municipal Service Center
C/O: Don Melichar, Park Superintendent / City Forester
925 S. Sixth St.
De Pere, WI 54115
(920) 339-8362
dmelichar@deperewi.gov

Proposal Submittals

Each bidder shall submit a proposal, either by paper copy or via email, to Don Melichar, Park Superintendent/City Forester and should be clearly marked Indicating: **Tree Removal Proposal**. Proposals must be submitted to our office by **July 8th at 10:30 am** at the location listed above.

Deliverables

The deliverables for the project include the following:

1. Provide a summary of personnel to work on this project and a list of equipment
2. Provide an understanding of the project
3. A summary of similar work and four (4) references who can attest to the contractor's ability to fulfill this contract. Include names, addresses, phone numbers and email addresses. At least one (1) reference that can attest to the Contractors previous satisfactory performance of a municipal or other governmental tree removal contract is preferred
4. Provide Proposed Fee Schedule
5. Provide a timeline of events to include (but not limited to) the kick off meeting, mobilization, and completion schedule
6. Applicable insurance information

Award of Contract

The City reserves the right to reject any or all bids or award multiple contracts as deemed advantageous to the City. Separate contracts may be awarded for tree removal and stump removal and restoration.

The City Forester will review the submitted bids and will make a recommendation of award to the Board of Park Commissioners at their July 21, 2022, meeting, who, in turn, may approve the contract and recommend sending it to Common Council for approval. Work may begin immediately upon acceptance of a signed contract, or at a time mutually agreed upon by the Contractor and the City Forester. **All work shall be completed prior to December 31, 2022.** Partial invoices for work completed can be submitted to the City for payment.

Additional Information

1. A detailed map of the project area, including tree sizes per project area
2. A sample Consultant Agreement the City uses

Proposed Fee Schedule

Company Name:_____

Company Representative:_____

Company Address:_____

Phone:_____ Email:_____

Signature:_____

Item	Fee
Tree Removal – Section E1	$
Tree Removal – Section E2	$
Tree Removal – Section E3	$
Tree Removal – Section W1	$
Tree Removal – Section W2	$
Tree Removal – Section W3	$
Total Fee	$

Additional Option:

Item	Fee
Stump Removal and Restoration – Section E1	$
Stump Removal and Restoration – Section E2	$
Stump Removal and Restoration – Section E3	$
Stump Removal and Restoration – Section W1	$
Stump Removal and Restoration – Section W2	$
Stump Removal and Restoration – Section W3	$
Total Fee	$

Personnel and Equipment

The approximate number of personnel who will be at the work site daily is _____

List of equipment _____

_____

_____

_____

_____

References

1. Company/Customer Name: _____

   Contact Name and Phone: _____

   Address: _____

   City, State, Zip: _____

   E-mail Address: _____

   Type and Date of Work: _____

2. Company/Customer Name: _____

Contact Name and Phone: _____

Address: _____

City, State, Zip: _____

E-mail Address: _____

Type and Date of Work: _____

3. Company/Customer Name: _____

Contact Name and Phone: _____

Address: _____

City, State, Zip: _____

E-mail Address: _____

Type and Date of Work: _____

4. Company/Customer Name: _____

Contact Name and Phone: _____

Address: _____

City, State, Zip: _____

E-mail Address: _____

Type and Date of Work: _____

CONTRACT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF DE PERE AND _____

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between the City of De Pere, Wisconsin, ("City"), and _____ ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those _____ services described in the City's Request for Proposals, _____, dated _____, attached and incorporated as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. 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.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's proposal attached and incorporated as Exhibit B. The date for each progress payment should be the 3rd Tuesday of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the 4th Friday of the Month.

III. INSURANCE

The Contractor shall maintain during the course of the project, 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 per occurrence; with additional umbrella liability insurance coverage to a total of not less than $5,000,000.

2. Automobile Liability

   (A) Coverages must include the following extensions:
   Comprehensive Form
   (1) All Owned Autos
   (2) All Hired Autos

SAMPLE

(3) All Non-Owned Autos
(4) Mobile Equipment
(5) Specialized Equipment
(6) Contractual Liability
(7) Uninsured Motorists to Limit of Policy
(8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:
Combined Single Limit/Bodily Injury and Property Damage:
$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:
Limits equal to above combined single limit

3. Worker's Compensation and Employers' Liability Insurance
Limits of Liability: Statutory

The Contractor shall provide City with a certificate of insurance outlining the required coverage and naming the City as an additional insured thereunder for purposes of the Contract.

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.

2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of 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 that

SAMPLE

they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

3. PERMITS AND LICENSING. The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.

4. WORK SAFETY AND HEALTH. The Contractor shall comply with all federal, state and local laws governing work safety and health and shall provide all safeguards, safety devices and protective equipment, and take any other needed actions as the Contractor or the City Engineer may determine reasonably necessary, to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

5. RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

   The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

   It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

SAMPLE

6. CONTRACTOR'S RESPONSIBILITY FOR WORK. Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.

7. PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. 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 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 Contractor's services, the Contractor 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 Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration

SAMPLE

Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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.

VIII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:	If to Contractor:
City of De Pere	Name of Business
Attention:	Attention:
925 South Sixth Street	Address:
De Pere, WI 54115	

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

Name of Contractor
By:

_____

CITY OF DE PERE
By:

_____
James G. Boyd, Mayor

_____
Carey E. Danen, City Clerk

Approved as to Form:

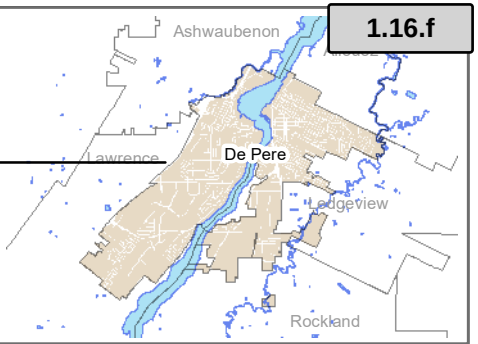
_____
City Attorney
J:\Law\Agreements\Contractor Agreement Template1-5-22.docx

SAMPLE

De Pere Ash Tree Removal

City of De Pere, Wisconsin

Project Overview



West 1

East 1

East 2

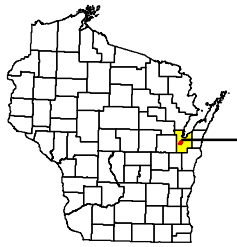
West 2

West 3

East 3

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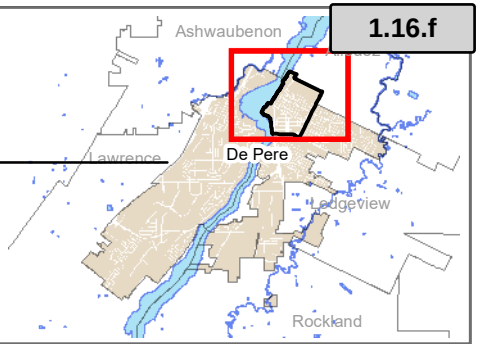
1 in



De Pere Ash Tree Removal

City of De Pere, Wisconsin

Project Location East 1



Trunk Size	Ash Count
0-5"	0
6-10"	9
11-20"	54
21-30"	11
31-40"	4
40"+	1
Total	79

Legend

- 0-5"
- 6-10"
- 11-20"
- 21-30"
- 31-40"
- 40+

Area E1

N. BROADWAY ST

GEORGE ST

N/S WEBSTER AV

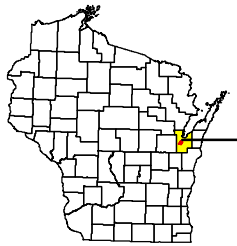
RIDGEWAY BL

Fox River

X

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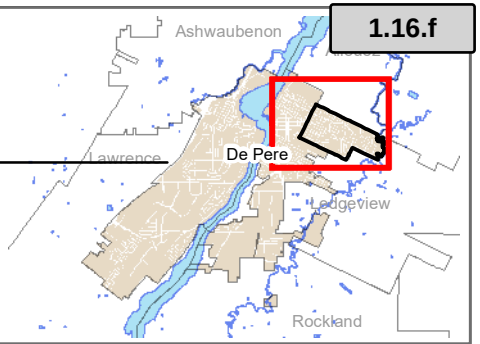
1 in



De Pere Ash Tree Removal

City of De Pere, Wisconsin

Project Location East 2



Trunk Size	Ash Count
0-5"	0
6-10"	8
11-20"	110
21-30"	36
31-40"	1
40"+	0
Total	155

Legend

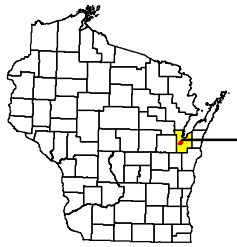
- 0-5"
- 6-10"
- 11-20"
- 21-30"
- 31-40"
- 40+

GEORGE ST
N/S WEBSTER AV
RIDGEWAY BL
CHICAGO ST
CHARLES ST
Area E2
Legion Park
Dickinson School
Nature Center
Jim Martin Park
East River Trail
De Pere High School
De Pere Middle School
Optimist
Mount Olivet Cemetery

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N W E S

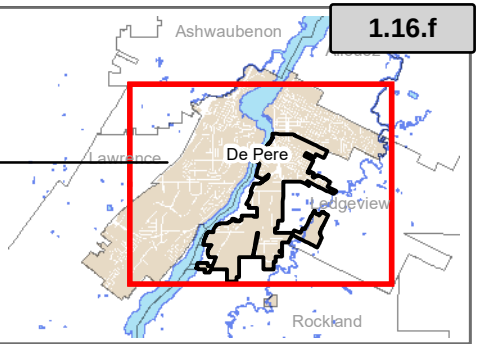
1 in



De Pere Ash Tree Removal

City of De Pere, Wisconsin

Project Location East 3



Trunk Size	Ash Count
0-5"	2
6-10"	20
11-20"	77
21-30"	9
31-40"	0
40"+	1
Total	109

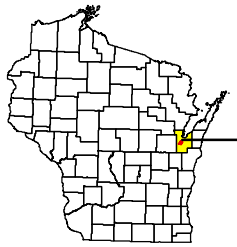
Legend

- 0-5"
- 6-10"
- 11-20"
- 21-30"
- 31-40"
- 40+

Area E3

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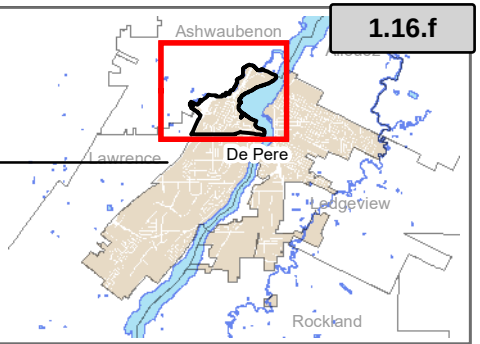
1 in



De Pere Ash Tree Removal

City of De Pere, Wisconsin

Project Location West 1



Trunk Size	West 1
0-5"	0
6-10"	3
11-20"	19
21-30"	12
31-40"	2
40"+	1
Total	37

Legend

- 0-5"
- 6-10"
- 11-20"
- 21-30"
- 31-40"
- 40+

Area 1

FORT HOWARD AV

MAIN AV

GRANT ST

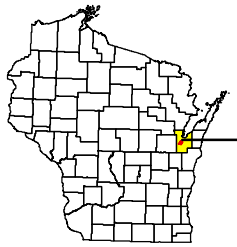
N BROAD

Fox River

41

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. 4/19/22

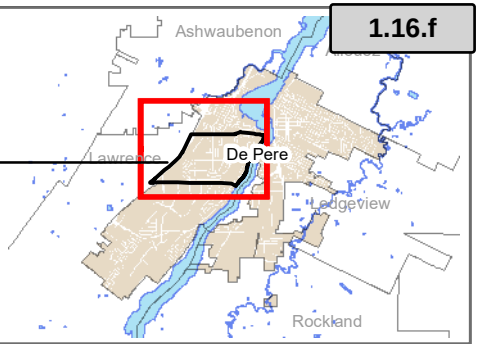
1 in



De Pere Ash Tree Removal

City of De Pere, Wisconsin

Project Location West 2



Trunk Size	Ash Counts
0-5"	2
6-10"	21
11-20"	71
21-30"	19
31-40"	3
40"+	0
Total	116

Legend

- 0-5"
- 6-10"
- 11-20"
- 21-30"
- 31-40"
- 40+

GRANT ST

LAWRENCE DR

SCHEURING RD

DAUPHIN RD

Area 2

VFW Park

Community Center

West De Pere High School

West De Pere Intermediate School

West De Pere Middle School

Our Lady of Lourdes Catholic School

Municipal Services Center

Mel Nicks Field

Westwood School

Schneider Stadium

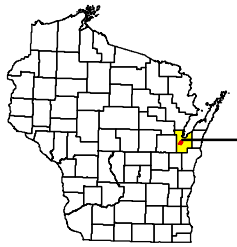
Syble Hopp School

St. Norbert College

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N W E S

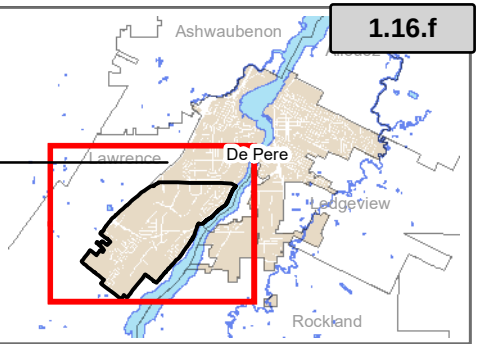
1 in



De Pere Ash Tree Removal

City of De Pere, Wisconsin

Project Location West 3



Trunk Size	Ash Count
0-5"	1
6-10"	28
11-20"	68
21-30"	29
31-40"	7
40"+	0
Total	133

Legend

- 0-5"
- 6-10"
- 11-20"
- 21-30"
- 31-40"
- 40+

Area 3

F

SCHEURING RD

AMERICAN BL

LOST DAUPHIN RD

LAWRENCE DR

41

57

32

N

W

E

S

1 in

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. 11/29/21

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #22-71 Amending Order for Sidewalk Installation at 3018 Scarlet Oak Road (ED-3014).**

The Board of Public Works at the August 8, 2022 meeting approved the deferral for sidewalk installation at 3018 Scarlet Oak Road until June 30, 2023 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Reso22-71 (PDF)
- 2022 0808 CI_BOPW_3018_Scarlet_Oak_SW_Deferral (PDF)
- 2022 0801 CE_Shier_3018_Scarlet_Oak_Extension_Request (PDF)
- Exhibit 2 - Pine Trail Crossing Subdivision Sidewalk Gaps (PDF)

RESOLUTION #22-71

AMENDING ORDER FOR SIDEWALK
INSTALLATION AT 3018 SCARLET OAK ROAD (ED-3014)

WHEREAS, the Board of Public Works reviews the installation of sidewalks adjacent to undeveloped and other lots on a yearly basis; and

WHEREAS, on May 17, 2022, in support of the recommendation of the Board of Public Works, the Common Council adopted Resolution #22-45 Ordering Installation of Sidewalks at Various Locations for 2022 and 2023; and

WHEREAS, the property owner of 3018 Scarlet Oak Road (ordered for 2022 installation) has requested a deferral of the sidewalk installation to 2023 to accommodate construction of a spec home on the property, such deferral being in accordance with the Board of Public Works policies on “gap” sidewalk construction in the City; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends granting the requested deferral.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council of the City of De Pere hereby amends its order under Resolution #22-45 for the owner of the property at 3018 Scarlet Oak Road (WD-3014) to comply with and install sidewalks in the public right-of-way adjacent to the premises in accordance with the Standards and Specifications for the Construction of Sidewalks adopted by the City Council, a copy of which shall be served upon each property owner listed herein; and FURTHER that such sidewalks be installed on or before June 30, 2023.

BE IT FURTHER RESOLVED THAT:

> The Common Council authorizes the payment of expenses incurred by the City for sidewalk installation pursuant to Order of the Board of Public Works under Wis. Stats. §66.0907 in up to five (5) annual installments for costs in excess of $1,000, together with interest thereon at the rate of 2.032% (the interest rate at which the city last bonded, plus 1%).

BE IT FURTHER RESOLVED THAT:

Should the owner of such property subject to this order fail or neglect to install such sidewalk in accordance with the Standards referenced above, the City shall cause such work to be done at the expense of the owner. If the City does such work and the owner fails to pay the City for the work so performed within thirty (30) days of invoice thereof, the City shall place the costs of such installation as a special charge against the tax roll for such property under Wis. Stats. §66.0627.

A copy of this order shall be served upon each property owner identified herein as provided in Wis. Stats. §66.0907(3).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of August, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/08/2022

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 8, 2022

RE: **Consideration and possible action on the deferral of the sidewalk installation at 3018 Scarlet Oak Road until June 30, 2023***

Keith Shier, property owner of 3018 Scarlet Oak Road contacted Engineering Staff to request that the deadline to install sidewalk at their vacant property be extended a year. Mr. Shier is in the process of drawing up a plan and building a spec home in the next few months.

Exhibit 2 shows this property's location within the Pine Trail Crossing Subdivision.

Background

On June 7, 2021 the Board of Public Works approved the project approach for gap sidewalk installation orders based on the following policy:

> "*Concrete sidewalks shall be constructed in the right-of-way as set forth herein where the following conditions exist:*
>
> 1. *Along the streets adjacent to a lot on which a building is constructed;*
> 2. *At least 80% of the lots are developed or 80% of the frontage is on lots that are developed, per side of the street; or*
> 3. *On all streets in subdivisions after it has been ten (10) or more years since the acceptance of the first building permit for the subdivision phase."*

On October 11, 2021, the board added the following language to the gap sidewalk installation policy for the deferral of gap sidewalk installation orders:

> *"To accommodate new home construction, the Board of Public Works may defer sidewalk gap orders up to one year after the initial order construction date. After which, sidewalk shall be installed by the Department of Public Works if there is no home construction taking place."*

The property owners at 2562 E. Scarlet Oak Road, 635 Diversity Drive have and 2406 Kilrush Road already been given an extension by the Board of Public Works until June 30, 2023. The extension was given due to the anticipated home construction at these properties.

Recommendation:

Staff does not oppose the deferral request based on recent decisions by the Board. If the Board votes to approve the deferral request, a one-year extension to June 30, 2023 will be granted. If approved an amended resolution will need to be created reflecting this deferral.

Attachments:

Exhibit 1 – Shier Extension Request Letter (PDF)
Exhibit 2 – Property Location Map (PDF)

City of De Pere,

I am requesting as a contractor/owner (ST) a 1 year hold on my city sidewalk at 3018 Scarlet Oak Dr. I am in the process of drawing up a plan and starting a spec house in the months to come.

Thank you,

Keith Shim 8-1-22

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BY:

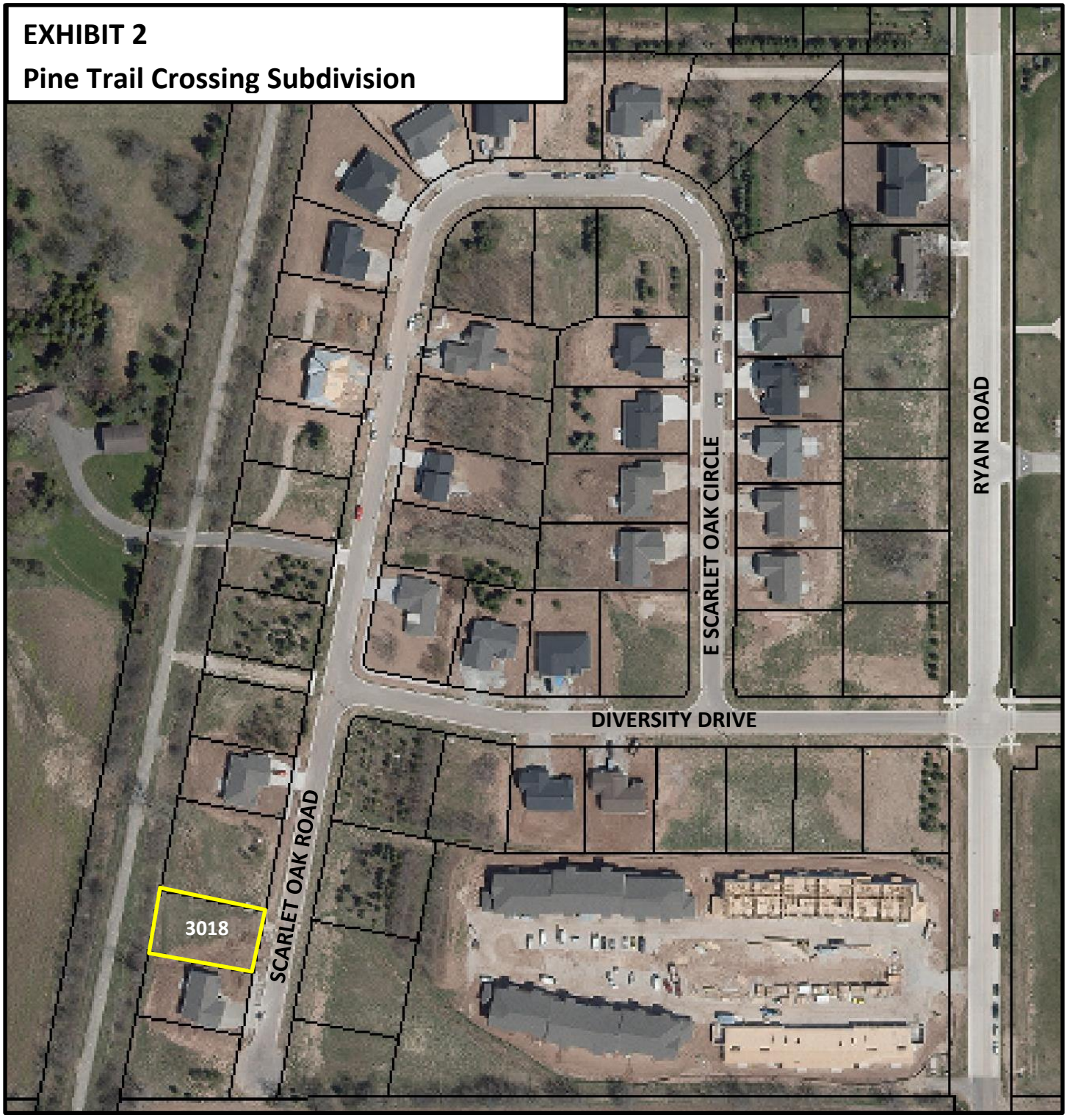
CITY OF DE PERE

Public Works - Engineering Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4061 | www.de-pere.org

EXHIBIT 2

Pine Trail Crossing Subdivision



S:\PW Secretary\Board Meetings\2022\May\2023 Sidewalk Gaps\Exhibit 2 - Pine Trail Crossing Subdivision Sidewalk Gaps.docx

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #22-72 Authorizing Intergovernmental Agreement Between the City of De Pere and the Town of Ledgeview for Cost Sharing of Curb Repair and Street Resurfacing (Ledgeview Road and Lone Oak Road).**

The Board of Public Works at the August 8, 2022 meeting approved the Intergovernmental Agreement between the City of De Pere and Town of Ledgeview for Lone Oak and Ledgeview Road Construction and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

Attached is an intergovernmental agreement between the City and the Town of Ledgeview for cost sharing of construction costs for resurfacing Ledgeview Road and Lone Oak Road. The cost sharing for the construction project is based proportionally upon the frontage of each road bordering each municipality.

Staff recommends the BOPW approve this agreement and forward to Council for approval.

ATTACHMENTS:

- Reso22-72 (PDF)
- Lone Oak - Ledgeview Rd Depere Intergovernmental agreement (PDF)

RESOLUTION #22-72

AUTHORIZING INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DE PERE AND THE TOWN OF LEDGEVIEW
FOR COST SHARING OF CURB REPAIR AND STREET RESURFACING
(Ledgeview Road and Lone Oak Road)

WHEREAS, Wisconsin Statutes §66.0301 authorizes local governments to enter into cooperative agreements for the receipt of or furnishing of services or the joint exercise of any power or duty required or authorized by law and is liberally construed in favor or cooperative action between local governments ; and

WHEREAS, both the City of De Pere ("City") and the Town of Ledgeview ("Town") are interested resurfacing Ledgeview Road and Lone Oak Road and repairing the connected curbing (the "Project"); and

WHEREAS, the City and Town desire to share in the costs associated with the Project proportionally based upon the frontage of each road bordering each municipality and wish to enter into an Intergovernmental Agreement to clarify the responsibilities of each municipality; and

WHEREAS, the City and Town believe it is in their individual and mutual best interests to enter into this Agreement to foster intergovernmental cooperation between the jurisdictions in an effort to share costs and expenses of this Project and reduce the burden to each individual municipality; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are hereby authorized and directed to execute the Intergovernmental Agreement Between the Town of Ledgeview and the City of De Pere for Cost Sharing of Curb Repair and Street Resurfacing as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, 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 16th day of August, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/08/2022

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF LEDGEVIEW AND THE CITY OF DEPERE FOR COST SHARING OF CURB REPAIR AND STREET RESURFACING

This Wis. Stat. §66.0301 Intergovernmental Agreement for the sharing of costs for curb repair and street resurfacing ("Project") is entered into by the Town of Ledgeview ("Ledgeview") and the City of DePere ("DePere"), for the purposes of creating an agreement between Ledgeview and DePere to share in the costs of curb repair and street resurfacing for Ledgeview Road and Lone Oak Road (collectively referred to as "Roads") which have shared frontage as set forth below:

WHEREAS, Ledgeview and DePere desire to resurface the Roads and repair the connected curbing;

WHEREAS, Ledgeview and DePere will share in the costs of the Project proportionally based upon the frontage of each road bordering each municipality;

WHEREAS, Ledgeview and DePere desire to enter into this Intergovernmental Agreement for purposes of clarifying the responsibility of each municipality;

WHEREAS, the parties will work together on this Project in an effort to share costs and expenses and to reduce the burden on each individual municipality. By working together, the municipalities herein believe that it will be in their common interest to share in the aforementioned costs and expenses.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Ledgeview and DePere agree as follows:

1. DePere will be responsible for all costs related to engineering, bidding and plan drafting for the Project.

2. The Project will be bid by DePere as Project 22-07 Curb Repair and Street Resurfacing with a bid date of May 31, 2022 at 1:00 p.m.

3. The parties shall share costs of the bidding as follows:

a. Ledgeview Road. DePere shall pay 21.4% of the bid price for the curb repair and street resurfacing of Ledgeview Road based upon 2,035 feet of frontage (see Exhibit A).

b. Ledgeview Road. Ledgeview shall pay 78.6% of the bid price for the curb repair and street resurfacing of Ledgeview Road based upon 7,476 feet of-frontage (see Exhibit A).

c. Lone Oak Road. DePere shall pay 39.8% of the bid price for the curb repair and street resurfacing of Ledgeview Road based upon 1,546 feet of frontage (see Exhibit B)

d. Lone Oak Road. Ledgeview shall pay 60.2% of the bid price for the curb repair and street resurfacing of Ledgeview Road based upon 2,336 feet of frontage (see Exhibit B).

4. All concrete work and inlet repair shall be paid by the municipality on which municipality the property borders.

5. The scope of work is further identified in Exhibit C, namely pages 1-3 and page C124-C136.

6. Field inspection of the construction will be performed by each municipality for their respective portions.

7. This Intergovernmental Agreement shall run with the land and may be amended only with the written consent of Ledgeview and De Pere. Any dispute with respect to this Agreement shall be venued in Brown County, Circuit Court. Prior to the commencement of any legal proceeding in Circuit Court, the parties agree to give each other at least sixty (60) days' prior written notice of any dispute or disagreement that may be the subject of said proceedings.

Town of Ledgeview

Date: _____

By: _____
Town Chairman

By: _____
Clerk

City of De Pere

Date: _____

By: _____
*Mayor

By: _____
*City Clerk

South Half

Parcel ID	Address	ROW or Frontage Width (ft)	Municipality
D-483-3	1800 Ledgeview Road	142.96	Ledgeview
ED-2001-18	1812 Ledgeview Road	90	De Pere
ED-2001-19	1818 Ledgeview Road	90	De Pere
ED-2001-20	1824 Ledgeview Road	98.02	De Pere
N/A	Thoroughbred Lane Intersect.	94	De Pere
ED-2001-37	1001 Thoroughbred Lane	97.76	De Pere
D-483	1874 Ledgeview Road	202	Ledgeview
D-483-2	1878 Ledgeview Road	225.48	Ledgeview
ED-2150	1886 Ledgeview Road	125.33	De Pere
ED-2151	1888 Ledgeview Road	93	De Pere
ED-2152	1890 Ledgeview Road	93	De Pere
ED-2153	1892 Ledgeview Road	100	De Pere
ED-2154	1894 Ledgeview Road	100	De Pere
ED-2155	1896 Ledgeview Road	100	De Pere
ED-2133	1898 Ledgeview Road	119.34	De Pere
N/A	Swan Road Intersection	94	De Pere
ED-2142	1902 Ledgeview Road	108	De Pere
ED-2316	1910 Ledgeview Road	105.46	De Pere
ED-2317	1918 Ledgeview Road	105	De Pere
ED-2318	1926 Ledgeview Road	105	De Pere
ED-2319	1934 Ledgeview Road	105	De Pere
ED-2320	1942 Ledgeview Road	105	De Pere
ED-2321	1950 Ledgeview Road	107.11	De Pere
D-484	1988 Ledgeview Road	256.6	Ledgeview
D-484-4	2004 Ledgeview Road	281.38	Ledgeview
D-484-5	2018 Ledgeview Road	256.77	Ledgeview
D-484-6	2034 Ledgeview Road	258.27	Ledgeview
D-484-3	2050 Ledgeview Road	283.06	Ledgeview
D-485-5	Town of Ledgeview	817.53	Ledgeview
	City of De Pere Frontage	2035.02	42.76%
	Town of Ledgeview Frontage	2724.05	57.24%
	Total Frontage	**4759.07**	**100.00%**

North Half

Parcel ID	Address	ROW or Frontage Width (ft)	Municipality
N/A	Lone Oak Road Intersection	12	Ledgeview
D-437-7	1805 Ledgeview Road	116.37	Ledgeview
D-437-8	1819 Ledgeview Road	128.33	Ledgeview
D-437-9	1833 Ledgeview Road	128.34	Ledgeview
D-437-15	1847 Ledgeview Road	210	Ledgeview
D-437-53	Town of Ledgeview Park	500.18	Ledgeview
D-437-46	1882 Old Valley Road	100	Ledgeview
D-437-47	1884 Old Valley Road	100	Ledgeview
D-484-7	1895 Ledgeview Road	487.5	Ledgeview
N/A	Swan Road Intersection	70	Ledgeview
D-484-10	1915 Ledgeview Road	200	Ledgeview
D-484-16	1935 Ledgeview Road	200	Ledgeview
D-484-8	1955 Ledgeview Road	200	Ledgeview
D-484-11	1985 Ledgeview Road	200	Ledgeview
D-484-12	2005 Ledgeview Road	200	Ledgeview
D-484-14	2015 Ledgeview Road	200	Ledgeview
D-820	896 Winding Waters Way	163	Ledgeview
N/A	Winding Waters Way Int.	136.76	Ledgeview
D-841	895 Winding Waters Way	151	Ledgeview
D-368	2064 Dickinson Road	12	Ledgeview
D-484-13	2035 Ledgeview Road	225.06	Ledgeview
D-484-1	2049 Ledgeview Road	181.5	Ledgeview
D-486-3	2101 Ledgeview Road	830.18	Ledgeview
	Town of Ledgeview Frontage	**4752.22**	**100.00%**

LEDGEVIEW ROAD FRONTAGE TOTALS		
City of De Pere Frontage	2035.02	21.4%
Town of Ledgeview Frontage	7476.27	78.6%
Total Frontage	**9511.29**	

EXHIBIT A

West Half

Parcel ID	Address	ROW or Frontage Width (ft)	Municipality
N/A	Merrill Street Intersection	73.51	De Pere
ED-582-J-19	600 Lone Oak Road	97.95	De Pere
ED-582-J-20	608 Lone Oak Road	100	De Pere
ED-582-J-21	614 Lone Oak Road	102.44	De Pere
D-372-C	1853 Grace Street	178	Ledgeview
N/A	Grace Street Intersection	72	Ledgeview
D-372-2	704 Lone Oak Road	143.49	Ledgeview
ED-371-C-13	714 Lone Oak Road	115.2	De Pere
N/A	Highview Street Intersection	94	De Pere
ED-371-C-14	1786 Highview Street	88.5	De Pere
ED-371-C-15	828 Lone Oak Road	90	De Pere
ED-371-C-16	834 Lone Oak Road	90	De Pere
ED-371-C-17	842 Lone Oak Road	90	De Pere
ED-371-C-18	846 Lone Oak Road	90	De Pere
ED-371-C-19	852 Lone Oak Road	90	De Pere
ED-371-C-20	858 Lone Oak Road	88.5	De Pere
N/A	Geneva Street Intersection	94	De Pere
ED-371-C-70	1784 Geneva Street	115	De Pere
ED-371-C-71	916 Lone Oak Road	114.97	De Pere
N/A	Ledgeview Road Intersection	12	De Pere
	City of De Pere Frontage	1546.07	79.71%
	Town of Ledgeview Frontage	393.49	20.29%
	Total Frontage	**1939.56**	**100.00%**

East Half

Parcel ID	Address	ROW or Frontage Width (ft)	Municipality
D-373	Unified School District of DP	764.16	Ledgeview
D-437-1	715 Lone Oak Road	90	Ledgeview
D-374-1	719 Lone Oak Road	90	Ledgeview
D-437-2	725 Lone Oak Road	90	Ledgeview
D-374-2	729 Lone Oak Road	88	Ledgeview
N/A	Hickory Creek Boulevard Int.	132	Ledgeview
D-437-3	1806 Hickory Creek Blvd.	88	Ledgeview
D-437-4	845 Lone Oak Road	90	Ledgeview
D-437-5	851 Lone Oak Road	90	Ledgeview
D-374-3	855 Lone Oak Road	90	Ledgeview
D-437-6	861 Lone Oak Road	90	Ledgeview
D-374-4	865 Lone Oak Road	102	Ledgeview
D-437-7	1805 Ledgeview Road	126.94	Ledgeview
N/A	Ledgeview Road Intersection	12	Ledgeview
	Town of Ledgeview Frontage	**1943.10**	**100.00%**

LONE OAK ROAD FRONTAGE TOTALS		
City of De Pere Frontage	1546.07	39.8%
Town of Ledgeview Frontage	2336.59	60.2%
Total Frontage	**3882.66**	



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

LONE OAK
LEDGEVIEW RD TO MERRIL ST

NAME: LONE OAK RD FRONTAGE
PROJECT # 22-07

	BY	DATE
SURVEYED	XXX	
DRAWN	MJT	02-2022
DESIGNED	XXX	
CHECKED	XXX	

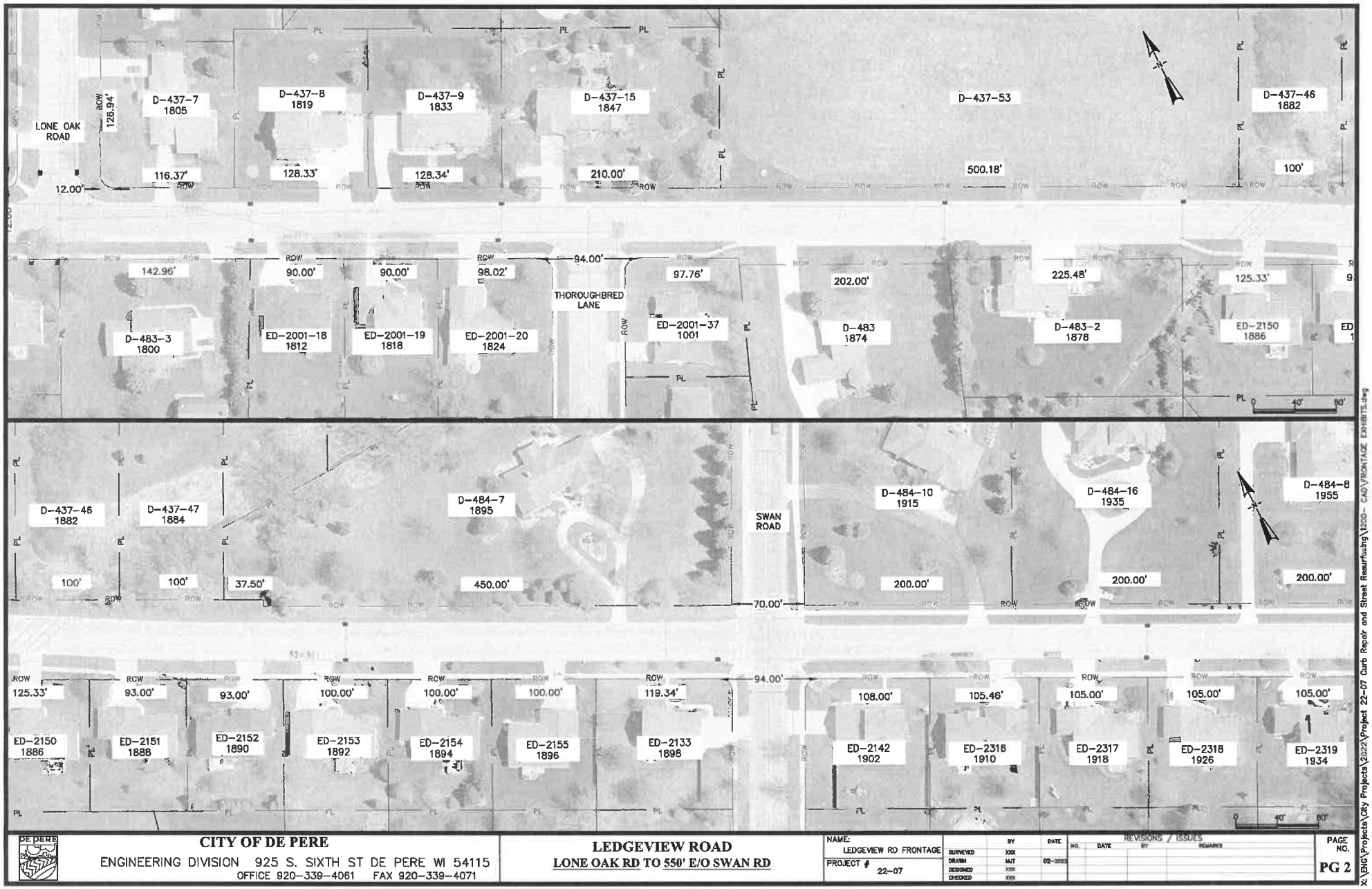
REVISIONS / ISSUES

NO.	DATE	BY	REMARKS

PAGE NO. PG 1

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EXHIBIT C



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

LEDGEVIEW ROAD
LONE OAK RD TO 550' E/O SWAN RD

NAME: LEDGEVIEW RD FRONTAGE
PROJECT # 22-07

	BY	DATE
SURVEYED	XXX	
DRAWN	MJT	02-2022
DESIGNED	XXX	
CHECKED	XXX	

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS

PAGE NO. PG 2

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

LEDGEVIEW ROAD
550' E/O SWAN RD TO EAST RIVER BRIDGE

NAME: LEDGEVIEW RD FRONTAGE
PROJECT # 22-07

	BY	DATE
SURVEYED	XXX	
DRAWN	MJT	03-2022
DESIGNED	XXX	
CHECKED	XXX	

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS

PAGE NO. PG 3

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

LEDGEVIEW ROAD
LONE OAK RD TO THOROUGHBRED LN

NAME: CURB REPAIR AND STREET RESURFACING
PROJECT # 22-07

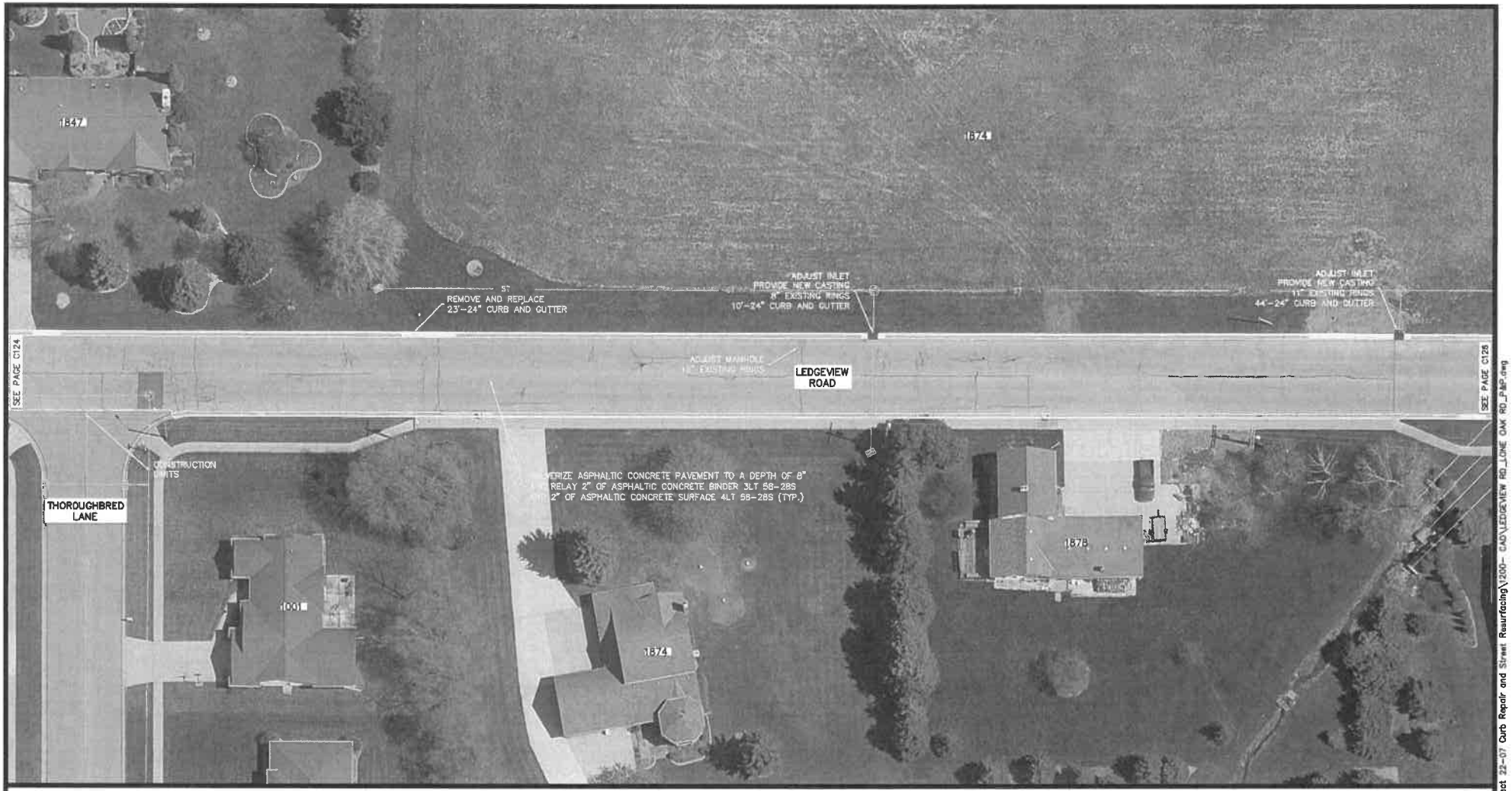
	BY	DATE
SURVEYED	MJT	10-2021
DRAWN	MJT	10-2021
DESIGNED	CMK	10-2021
CHECKED	EPH	03-2022

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS

PAGE NO. C124

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

LEDGEVIEW ROAD
THOROUGHBRED LN TO 600' E/O FRENCH RD

NAME: CURB REPAIR AND STREET RESURFACING
PROJECT # 22-07

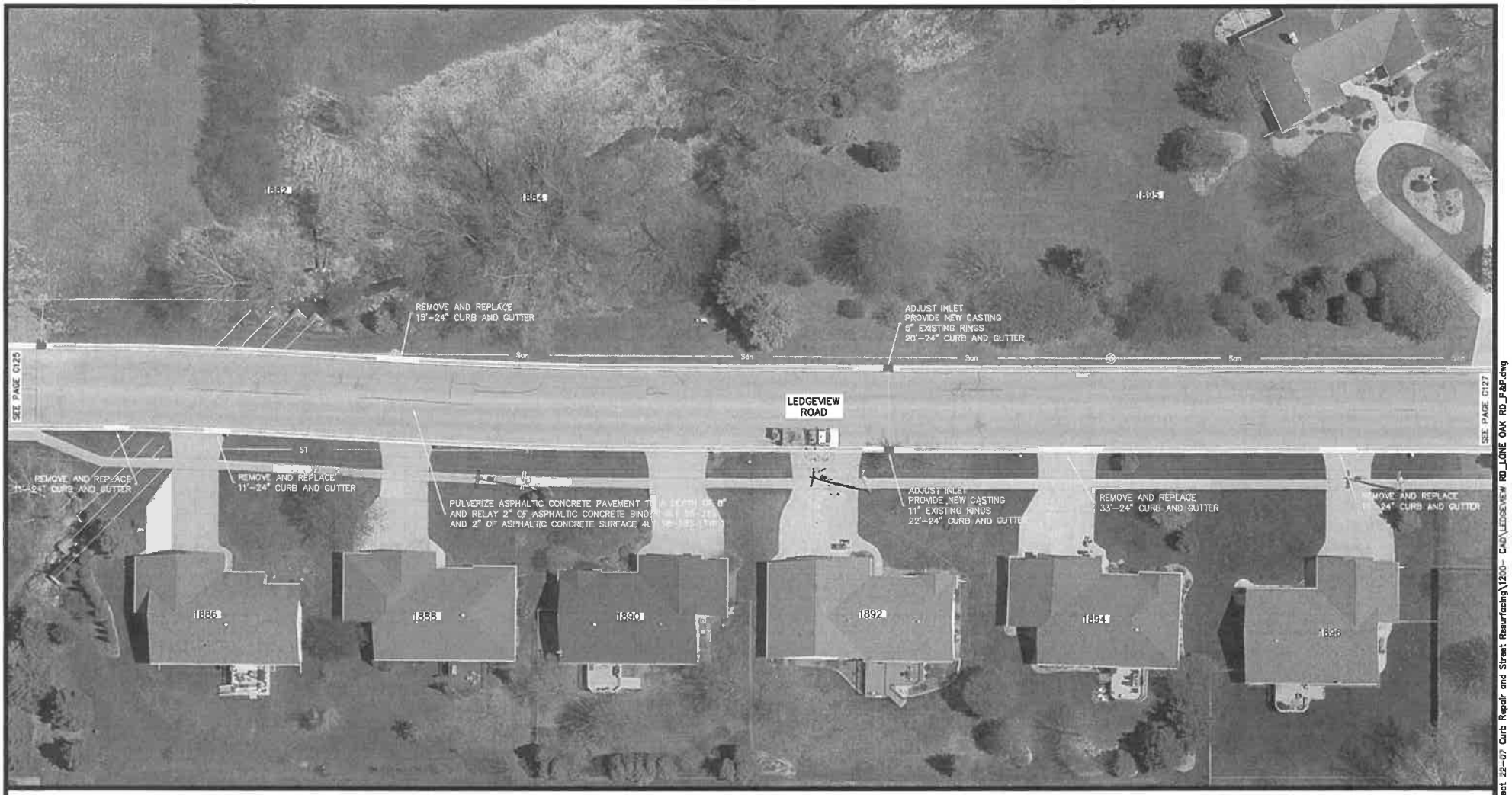
	BY	DATE
SURVEYED	MJT	10-2021
DRAWN	MJT	10-2021
DESIGNED	CKK	10-2021
CHECKED	EPR	03-2022

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS

PAGE NO. C125

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

LEDGEVIEW ROAD
600' E/O THOROUGHBRED TO 1200' E/O THOROUGHBRED

NAME: CURB REPAIR AND STREET RESURFACING
PROJECT # 22-07

	BY	DATE
SURVEYED	MJT	10-2021
DRAWN	MJT	10-2021
DESIGNED	CKK	10-2021
CHECKED	EPR	11-2021

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS

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LEDGEVIEW RD PAVEMENT MARKINGS TABLE OF QUANTITIES:

225 LF	PAVEMENT MARKING LADDER BAR EPOXY 24-INCH WHITE
71 LF	PAVEMENT MARKING STOP LINE EPOXY 12-INCH WHITE
350 LF	PAVEMENT MARKING EPOXY 6-INCH WHITE

0 20' 40'

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

LEDGEVIEW ROAD
SWAN RD TO 450' E/O SWAN RD

NAME: CURB REPAIR AND STREET RESURFACING
PROJECT # 22-07

	BY	DATE
SURVEYED	MJT	10-2021
DRAWN	MJT	10-2021
DESIGNED	CKK	10-2021
CHECKED	EPR	10-2022

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS

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

LEDGEVIEW ROAD
450' E/O SWAN RD TO 950' E/O SWAN RD

NAME: CURB REPAIR AND STREET RESURFACING
PROJECT # 22-07

	BY	DATE
SURVEYED	MJT	10-2021
DRAWN	MJT	10-2021
DESIGNED	CKK	10-2021
CHECKED	EPR	03-2022

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS

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

LEDGEVIEW ROAD
950' E/O SWAN RD TO WINDING WATERS WAY

NAME: CURB REPAIR AND STREET RESURFACING
PROJECT # 22-07

	BY	DATE
SURVEYED	MJT	10-2021
DRAWN	MJT	10-2021
DESIGNED	CKK	10-2021
CHECKED	EPR	03-2022

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS

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

LEDGEVIEW ROAD
WINDING WATERS WAY TO 625' E/O WINDING WATERS WAY

NAME: CURB REPAIR AND STREET RESURFACING
PROJECT # 22-07

	BY	DATE
SURVEYED	MJT	10-2021
DRAWN	MJT	10-2021
DESIGNED	CKK	10-2021
CHECKED	EPH	03-2022

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS

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

LEDGEVIEW ROAD
625' E/O WINDING WATERS WAY TO 1200' E/O WINDING WATERS WAY

NAME: CURB REPAIR AND STREET RESURFACING
PROJECT # 22-07

	BY	DATE
SURVEYED	MJT	10-2021
DRAWN	MJT	10-2021
DESIGNED	CKK	10-2021
CHECKED	EPR	03-2022

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS

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0 20' 40'

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

LEDGEVIEW ROAD
1200' E/O WINDING WATERS WAY TO EAST RIVER

NAME: CURB REPAIR AND STREET RESURFACING
PROJECT # 22-07

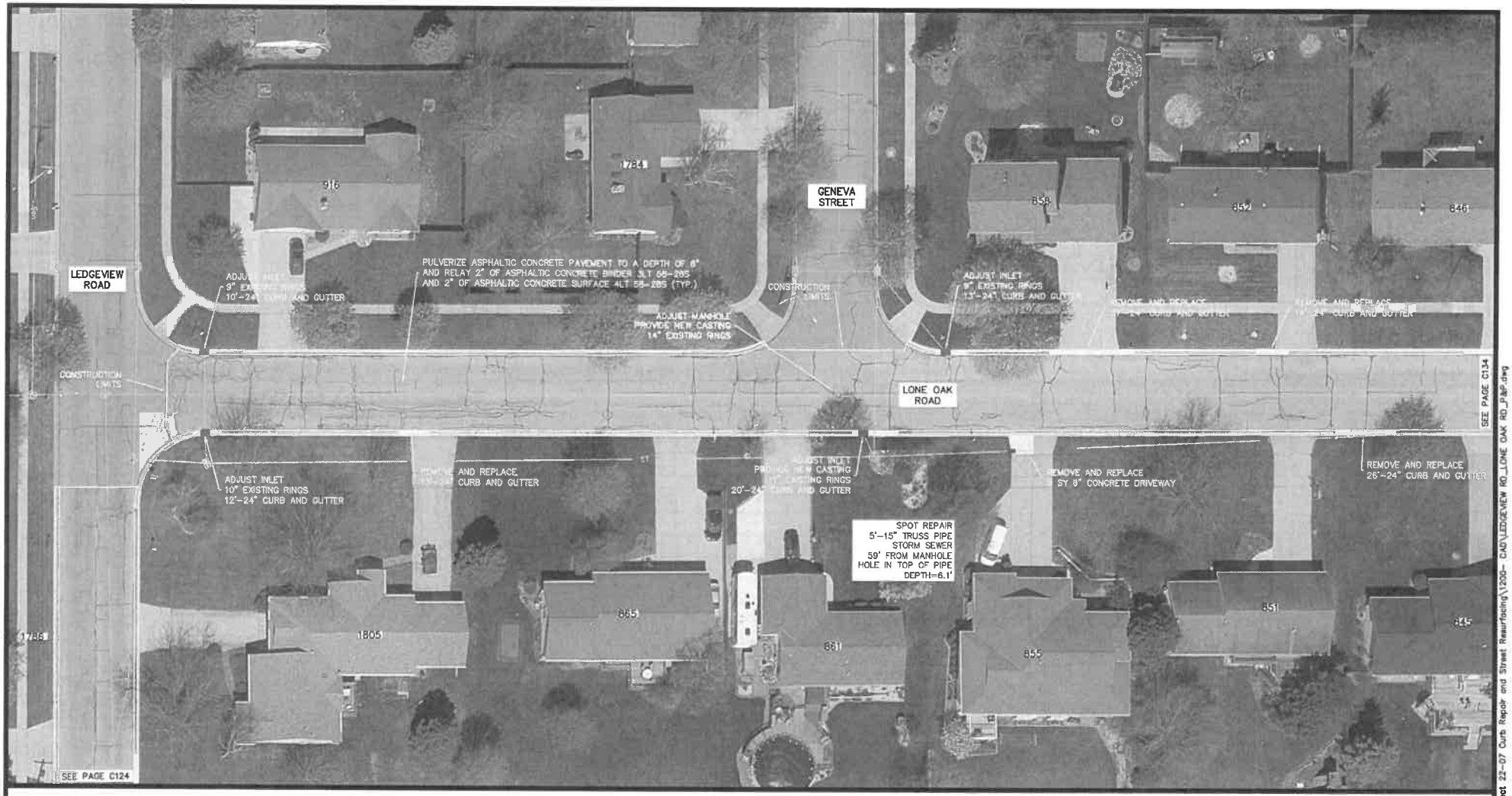
	BY	DATE
SURVEYED	MJT	10-2021
DRAWN	MJT	10-2021
DESIGNED	CKK	10-2021
CHECKED	EPR	03-2022

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS

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0 20' 40'

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

LONE OAK ROAD
LEDGEVIEW RD TO 250' N/O GENEVA ST

NAME: CURB REPAIR AND STREET RESURFACING
PROJECT # 22-07

	BY	DATE
SURVEYED	MAT	11-2021
DRAWN	MAT	11-2021
DESIGNED	GKK	11-2021
CHECKED	EPR	03-2022

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS

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

LONE OAK ROAD
250' N/O GENEVA ST TO 150' N/O HGHVIEW ST

NAME: CURB REPAIR AND STREET RESURFACING
PROJECT # 22-07

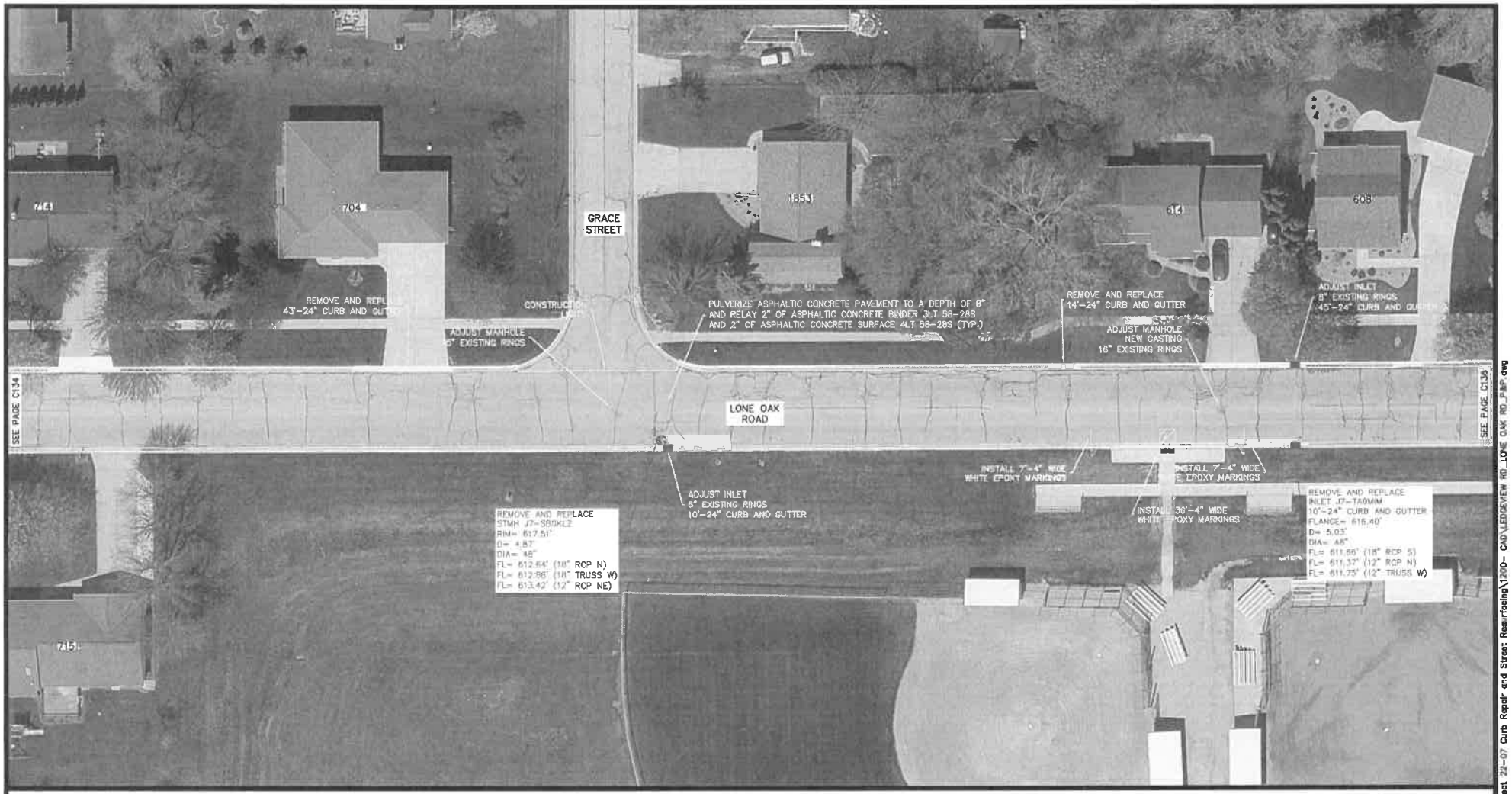
	BY	DATE
SURVEYED	MJT	11-2021
DRAWN	MJT	11-2021
DESIGNED	CKK	11-2021
CHECKED	EPB	03-2022

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS

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LONE OAK RD PAVEMENT MARKINGS TABLE OF QUANTITIES:

50 LF PAVEMENT MARKING EPOXY 4-INCH WHITE

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

LONE OAK ROAD
150' N/O HGHVIEW ST TO 350' N/O GRACE ST

NAME: CURB REPAIR AND STREET RESURFACING
PROJECT # 22-07

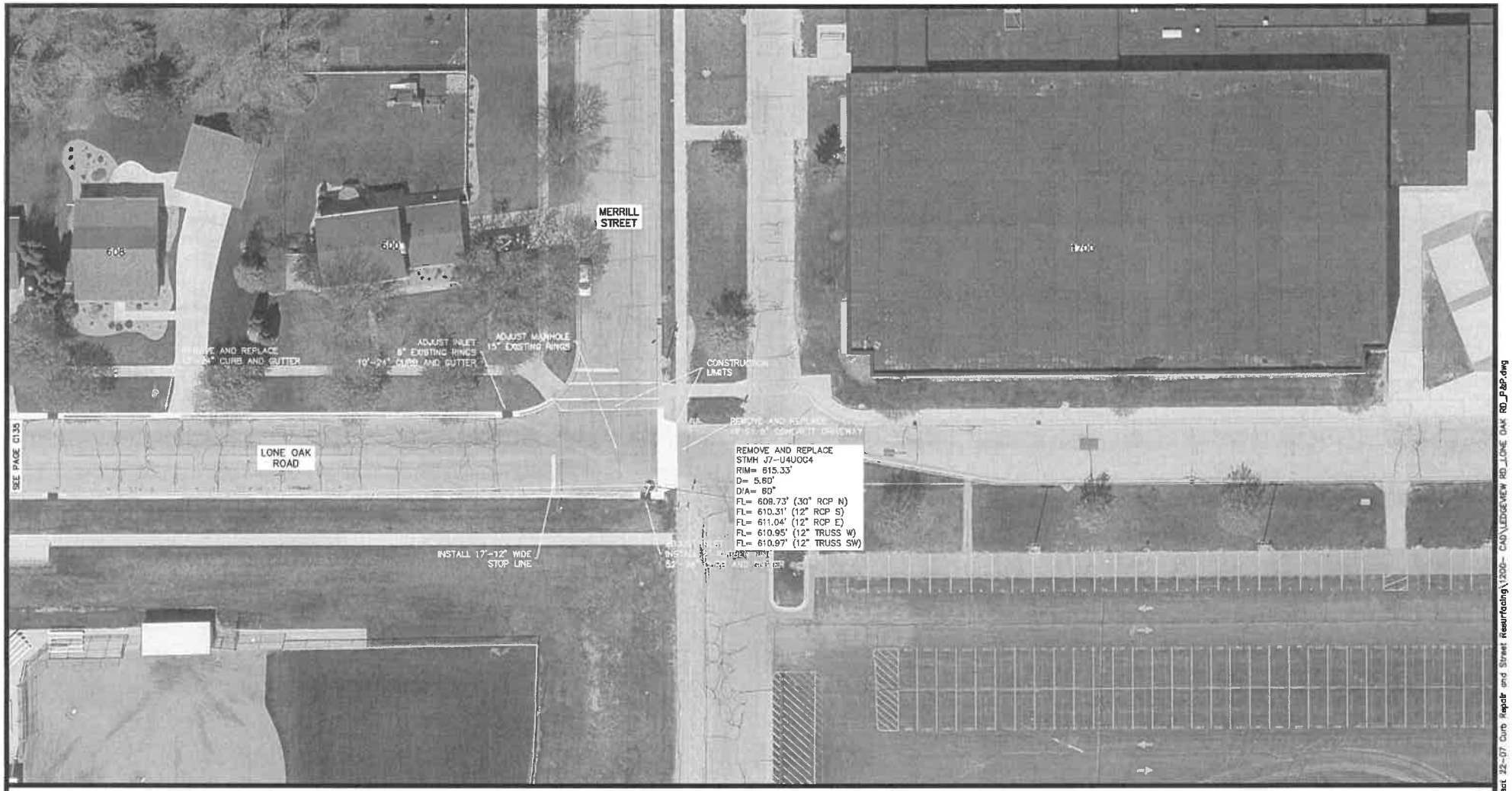
	BY	DATE
SURVEYED	MJT	11-2021
DRAWN	MJT	11-2021
DESIGNED	CKK	11-2021
CHECKED	EPR	03-2022

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS

PAGE NO. C135

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LONE OAK RD PAVEMENT MARKINGS TABLE OF QUANTITIES:

17 LF	PAVEMENT MARKING STOP LINE EPOXY 12-INCH WHITE

DE PERE

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

LONE OAK ROAD
350' N/O HGHVIEW ST TO MERRILL ST

NAME: CURB REPAIR AND STREET RESURFACING
PROJECT # 22-07

	BY	DATE
SURVEYED	MJT	11-2021
DRAWN	MJT	11-2021
DESIGNED	CKK	11-2021
CHECKED	EPR	03-2022

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS

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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #22-73 Approving Amendment No. 1 to the State/Municipal Project Agreement with Wisconsin Department of Transportation for Lawrence Drive Reconstruction.**

The Board of Public Works at the August 8, 2022 meeting approved Amendment #1 of the State/Municipal Agreement with Wisconsin DOT for STP-Urban Grant Project for Lawrence Drive and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Reso22-73 (PDF)
- 2022 0808 CI_BOPW_SMA_Amendment_Lawrence (PDF)
- Lawrence Drive - Amendment #1 Cover Signature Page and Special Provisions (PDF)
- WisDOT Contract Forms and Subconsultant Proposal (PDF)

RESOLUTION #22-73

APPROVING AMENDMENT NO. 1 TO THE STATE/MUNICIPAL PROJECT AGREEMENT WITH WISCONSIN DEPARTMENT OF TRANSPORTATION FOR LAWRENCE DRIVE RECONSTRUCTI0N

WHEREAS, the City and the Wisconsin Department of Transportation (WisDOT) are parties to a State/Municipal Project Agreement, authorized by Resolution #20-66, through the Urbanized Area Surface Transportation Urban Program (STP-Urban), for reimbursement of 80% of eligible project costs up to the awarded funding limit, for reconstruction of Lawrence Drive from Fortune Avenue to Scheuring Road; and

WHEREAS, due to the anticipated area of ground disturbance for the reconstruction, the WisDOT is requiring that a Section 106 report be completed in order to analyze how the proposed project may affect historical or archeological sites, which therefore requires an amendment to the State/Municipal Project Agreement; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends that the City enter into the attached Amendment No. 1 to the State/Municipal Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is hereby authorized and directed to enter into the attached Amendment No. 1 Between the City of De Pere (Municipality), the Wisconsin Department of Transportation and Mead & Hunt, Inc. (Consultant) to the State/Municipal Agreement for a State-Let Urbanized Area STP-Urban Project (Project ID 4985-00-61), 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 16th day of August, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/08/2022

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 8, 2022

RE: **Consideration and possible action on approval for Amendment #1 of the State/Municipal Agreement with WisDOT for STP-Urban Grant Project-Lawrence Drive***

In June of 2020, the City obtained a STP-Urban grant and entered into a State/Municipal Agreement with the Wisconsin Department of Transportation for the reconstruction of Lawrence Drive from 500 feet south of Fortune Avenue to Scheuring Road. Under this program, the City receives grant funding for up to 80% of eligible project costs. The City has retained Mead and Hunt to complete the design and manage this project.

The Wisconsin Department of Transportation is requesting to amend this State/Municipal Agreement to include a 106 report which would review and analyze how the proposed project may affect historical or archeological sites. This report is now required due to the anticipated area of ground disturbance to reconstruct Lawrence Drive and would be completed by the Mississippi Valley Archaeology Center. The proposed amendment would add approximately $2,000 to the design contract, 20% of which would be funded by the City ($400). The report will take approximately three months to complete.

Staff recommends the BOPW approve Amendment #1 of the State/Municipal Agreement and forward to the Council for approval. Funding for the amendment will be included in the 2023 through 2025 budgets.

ATTACHMENTS

- Amendment #1 Cover Signature Page and Special Provisions (PDF)
- WisDOT Contract Forms and Subconsultant Proposal (PDF)

AMENDMENT NO. 1 TO THE CONTRACT
BETWEEN CITY OF DE PERE (MUNICIPALITY),
THE WISCONSIN DEPARTMENT OF TRANSPORTATION
AND MEAD & HUNT, INC. (CONSULTANT) FOR

Project ID 4985-00-61
Lawrence Drive, City of De Pere
Fortune Avenue – Scheuring Road
Local Street, Brown County

The contract made and entered into by and between the MUNICIPALITY, DEPARTMENT and CONSULTANT, dated May 26, 2022, is hereby amended as set forth on the following pages.

The primary reason(s) for this amendment:

The project was not eligible for the screening list as originally assumed. Therefore, completion of a non-survey archaeology/history Section 106 is required.

The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:

(a) For all contract services, actual costs to the CONSULTANT up to $379,822.08 (an increase of $1,515.56), plus a fixed fee of $25,338.97 (an increase of $102.43), not to exceed $405,161.05 (an increase of $1,617.99).

(b) For the development of the project's Transportation Project Plat (TPP) subcontracted to CBS Squared Inc, the CONSULTANT'S actual cost to CBS Squared Inc based on CBS Squared Inc's actual cost up to $17,306.92 plus fixed fee of $1,215.24 not to exceed $18,522.16 (no change).

(c) For title searches and updates subcontracted to Bay Title & Abstract, Inc, the CONSULTANT'S actual cost to Bay Title & Abstract, Inc not to exceed $9,180.00 for units delivered based on rates in the table below (no change).

Item Description	***Quantity***	***Unit Type***	***Unit Cost Rate***	***Totals***
60-year WisDOT Title Search Reports	*18*	*Parcel*	*$450.00*	*$8,100.00*
Title Search updates	*18*	*Parcel*	*$60.00*	*$1,080.00*
			Totals	***$9,180.00***

(d) For subsurface investigation and soils report subcontracted to Soils & Engineering Services, Inc., the CONSULTANT'S actual cost to Soils & Engineering Services, Inc. not to exceed $6,635.00 for units delivered based on rates in the table below (no change).

DRAFT

Item Description	*Quantity*	*Unit Type*	*Unit Cost Rate*	*Totals*
Drilling rig mobilization	*1*	*Trip*	*$950.00*	*$950.00*
Per-diem expense for crew	*2*	*Day*	*$240.00*	*$480.00*
Underground utility marking coordination	*1*	*Lump Sum*	*$125.00*	*$125.00*
Soil borings and sampling (0' to 10')	*80*	*Linear feet*	*$16.00*	*$1,280.00*
Traffic Control for Lane Closure	*1*	*Day*	*$240.00*	*$240.00*
Concrete Pavement Penetrations	*3*	*Bore hole*	*$65.00*	*$195.00*
Concrete Pavement Patches	*3*	*Patch*	*$95.00*	*$285.00*
Soil Classifications	*8*	*Boring*	*$85.00*	*$680.00*
Laboratory Testing Allowance	*1*	*Lump Sum*	*$600.00*	*$600.00*
Geotechnical Engineering Report	*1*	*Each*	*$1800.00*	*$1,800.00*
			Total	***$6,635.00***

e) *For archaeological investigation subcontracted to Mississippi Valley Archaeology Center, the CONSULTANT'S actual cost to Mississippi Valley Archaeology Center not to exceed $300.00 for units delivered based on rates in the table below (an increase of $300.00).*

Item Description	*Quantity*	*Unit Type*	*Unit Cost Rate*	*Totals*
No Survey Recommendation Letter	*1*	*Each*	*$300.00*	*$300.00*

f) *Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall* be for an amount not to exceed $*439,798.21 (an increase of $1,917.99)*.

The DEPARTMENT REPRESENTATIVE is: *Doug Kirst, P.E.; Local Program Project Manager; 944 Vanderperren Way, Green Bay, WI 54304; Douglas.Kirst@dot.wi.gov; (920) 362-0389.*

The MUNICIPALITY REPRESENTATIVE is: *Eric Rakers, P.E.; City Engineer; 925 S. Sixth Street, De Pere, WI 54115; erakers@deperewi.gov; (920) 339-4061.*

The CONSULTANT REPRESENTATIVE is: *Charles A. Karow, P.E.; Project Manager; 1702 Lawrence Drive, De Pere, WI 54115; chuck.karow@meadhunt.com; (920) 593-6862.*

DRAFT

In witness whereof, the parties hereto have caused this amendment to be executed and approved on the date signed by their authorized officers or representatives.

For the CONSULTANT

By:_____

Title: _____

Date:_____

For the DEPARTMENT

By: _____

Title: _____

Date: _____

For the MUNICIPALITY

By:_____

Title: _____

Date:_____

DRAFT

Three-Party Design Contract Special Provisions

Amendment #1

Project ID 4985-00-61
Lawrence Drive, City of De Pere
Fortune Avenue – Scheuring Road
Local Street
Brown County

DRAFT

August 1, 2022

Table of Contents

B. ENVIRONMENTAL DOCUMENTATION 1

M. PROSECUTION AND PROGRESS.....1

DRAFT

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

Revised 05/26/16

The original special provisions for the design contract are amended as follows:

SCOPE OF SERVICES

B. ENVIRONMENTAL DOCUMENTATION

(2) Historical and Archaeological Surveys and Studies:

(a) Identify the Area of Potential Effect for the PROJECT. Conduct a reconnaissance survey as specified in the MANUAL. Submit the results of the archaeological and historical reconnaissance and evaluation studies to the region project manager.

(b) The project area has previously been surveyed for archaeological materials and sites, prepare a "no survey recommendation" letter. Document the results of the reconnaissance survey for architecture/history using a letter report.

M. PROSECUTION AND PROGRESS

(2) The CONSULTANT proposes to sublet these services to

(d) Archaeological investigation to Mississippi Valley Archaeology Center

(3) The following items of work will be completed and submitted to the DEPARTMENT and MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed for the amendment by August 10, 2022.

Deliverable	Date
PIM (Preferred Alternative/Final Environmental)	October 21, 2022
Environmental Document	November 18, 2022
Design Study Report	December 9, 2022

DRAFT

Mead&Hunt

SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS
Project ID 4985-00-61; Lawrence Drive, City of De Pere; Fortune Avenue - Scheuring Road; Local Street; Brown County (Amendment #1)

	Classification	Design PM 3 - high		Manager/Director 3 - high		Clerical/Admin 2 - mid		Environmental Specialist/Professional 3 - high		Environmental Specialist/Professional 2 - mid		Total Direct Labor	
	Average Hourly Wage	$69.21		$76.77		$28.92		$52.21		$25.24			
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Manage Consultant Contract	773	2	$138.42	0	$0.00	3	$86.76	0	$0.00	0	$0.00	**5**	**$225.18**
Analyze Archaeological and Historical Impact and Tribal Consultation	763	0	$0.00	1	$76.77	2	$57.84	2	$104.42	4	$100.96	**9**	**$339.99**
TOTALS		**2**	**$138.42**	**1**	**$76.77**	**5**	**$144.60**	**2**	**$104.42**	**4**	**$100.96**	**14**	**$565.17**

DRAFT

Mead&Hunt

CONSULTANT DIRECT LABOR RATES
Project ID 4985-00-61; Lawrence Drive, City of De Pere; Fortune Avenue - Scheuring Road; Local Street; Brown County (Amendment #1)

(a) Employee ID	(b) Classification	(c) Current Rate	% Work at Current Rate	(d) % Pay Increase	(f) Date of Increase	(e) New Pay Rate	% Work at Increased Rate	% Pay Increase	Date of Increase	New Pay Rate	% Work at Increased Rate	Weighted Average Hourly Rate
Project Manager	Design PM 3 - high	$67.50	31.58%	3.20%	1/1/2023	$69.66	57.89%	3.20%	1/1/2024	$71.89	10.53%	**$69.21**
Independent QC/QA Review	Manager/Director 3 - high	$75.21	35.29%	3.20%	1/1/2023	$77.62	64.71%	3.20%	1/1/2024	$80.10	0.00%	**$76.77**
Average - Selected Individuals	Clerical/Admin 2 - mid	$28.15	32.26%	3.20%	1/1/2023	$29.05	50.97%	3.20%	1/1/2024	$29.98	16.77%	**$28.92**
Sr. Environmental Professional	Environmental Specialist/Professional 3 - high	$50.83	32.26%	3.20%	1/1/2023	$52.46	50.97%	3.20%	1/1/2024	$54.14	16.77%	**$52.21**
Average - Selected Individuals	Environmental Specialist/Professional 2 - mid	$24.57	32.26%	3.20%	1/1/2023	$25.36	50.97%	3.20%	1/1/2024	$26.17	16.77%	**$25.24**

CONTRACT COMPLETION DATE: April 30, 2024

DRAFT

Mead&Hunt

CONSULTANT WEIGHTED AVERAGE DIRECT LABOR RATES

Project ID 4985-00-61; Lawrence Drive, City of De Pere; Fortune Avenue - Scheuring Road; Local Street; Brown County (Amendment #1)

Classification: Design PM 3 - high

(a) Employee ID	(b) Current Rate	(c) Percent Contribution	(b*c)
2690	$67.50	100.00%	$67.50
TOTAL		**100.00%**	**$67.50**

Classification: Manager/Director 3 - high

(a) Employee ID	(b) Current Rate	(c) Percent Contribution	(b*c)
652	$72.38	60.00%	$43.43
1064	$79.46	40.00%	$31.78
TOTAL		**100.00%**	**$75.21**

Classification: Clerical/Admin 2 - mid

(a) Employee ID	(b) Current Rate	(c) Percent Contribution	(b*c)
989	$27.21	80.00%	$21.77
1178	$35.72	10.00%	$3.57
1210	$28.08	10.00%	$2.81
TOTAL		**100.00%**	**$28.15**

Classification: Environmental Specialist/Professional 3 - high

(a) Employee ID	(b) Current Rate	(c) Percent Contribution	(b*c)
778	$50.83	100.00%	$50.83
TOTAL		**100.00%**	**$50.83**

Classification: Environmental Specialist/Professional 2 - mid

(a) Employee ID	(b) Current Rate	(c) Percent Contribution	(b*c)
1872	$26.42	50.00%	$13.21
2678	$22.72	50.00%	$11.36
TOTAL		**100.00%**	**$24.57**

DRAFT

Mead&Hunt

Fee Computation Summary by Engineering Task
Project ID 4985-00-61; Lawrence Drive, City of De Pere; Fortune Avenue - Scheuring Road; Local Street; Brown County (Amendment #1)

Task	Activity Code	Direct Labor Costs	Indirect Costs	Fixed Fee	Direct Expenses	Total
Manage Consultant Contract	773	$225.18	$378.66	$40.81	$0.00	**$644.65**
Analyze Archaeological and Historical Impact and Tribal Consultation	763	$339.99	$571.73	$61.62	$0.00	**$973.34**
TOTALS		**$565.17**	**$950.39**	**$102.43**	**$0.00**	**$1,617.99**

Indirect Cost Rate (%): 168.16% **Fixed Fee (%): 7.25%**

DRAFT

Mead&Hunt

Consultant Contract Total Fee Computation
Project ID 4985-00-61; Lawrence Drive, City of De Pere; Fortune Avenue - Scheuring Road; Local Street; Brown County (Amendment #1)

Project ID 4985-00-61	Contract	Amendment #1			Total for Contract
Number of Staff Hours	3,161	14			**3,175**
Total Direct Labor	$139,236.06	$565.17			**$139,801.23**
Total Indirect Costs	$234,139.36	$950.39			**$235,089.75**
Fixed Fee Amount	$25,236.54	$102.43			**$25,338.97**
Direct Expenses	$4,931.10	$0.00			**$4,931.10**
Subtotal	**$403,543.06**	**$1,617.99**	**$0.00**	**$0.00**	**$405,161.05**
Bay Title & Abstract Inc.	$9,180.00	$0.00			**$9,180.00**
CBS Squared Inc.	$18,522.16	$0.00			**$18,522.16**
Soils & Engineering Services, Inc.	$6,635.00	$0.00			**$6,635.00**
Mississippi Valley Archaeology Center	$0.00	$300.00			**$300.00**
Subcontract Subtotal	**$34,337.16**	**$300.00**	**$0.00**	**$0.00**	**$34,637.16**
Total Costs	**$437,880.22**	**$1,917.99**	**$0.00**	**$0.00**	**$439,798.21**

DRAFT

Indirect Cost Rate (%): 168.16% **Fixed Fee (%): 7.25%**

Mississippi Valley Archaeology Center

University of Wisconsin–La Crosse
1725 State Street
La Crosse, WI 54601-3788

Phone: (608) 785-8463
FAX: (608) 785-6474
Web site: www.uwlax.edu/mvac

MVAC Bid #: 22/07/01 **Date:** 7/1/2022
MVAC Project Title: Lawrence Drive No Survey

Submitted to: Chuck Karrow
Mead and Hunt (hereinafter "Client")
1702 Lawrence Drive
De Pere, WI 54115

MVAC staff contact: Vicki Twinde-Javner, 608-386-8967

DRAFT

Project: The Mississippi Valley Archaeology Center (hereinafter "MVAC") hereby proposes to furnish all materials and perform all the labor necessary for a no survey recommendation letter for a portion of Lawrence Drive in De Pere, Wisconsin. This work is from the CTH F intersection heading south to a few hundred feet south of the Employer Boulevard/Fortune Drive intersections. Based on previous discussions, this area has extensive utility disturbance within the project area, and a survey should not be necessary. Mead and Hunt will provide as built plans showing the extent of the utilities. All work will be conducted in accordance with professional guidelines – WAS Survey and FDM. MVAC will work with Mead and Hunt on the timing of this project. All artifacts, materials, etc. resulting from this project will become the property of the State of Wisconsin and will be curated at MVAC. This cost proposal is good for one year after the date of the proposal.

**Note, Covid 19 restrictions have eased and we anticipate normal travel following current CDC guidelines. If at any time University, federal or Wisconsin state guidelines prevent MVAC from performing this project as described above, travel/work practices will be modified or work will be delayed until it can be done safely and with normal efficiency.

All material is guaranteed to be as specified, and the above work is guaranteed to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of $300.00 with payment to be made as follows: Billing will be done by University of Wisconsin–La Crosse Business Office (hereinafter "University") with payment in full due 30 days after submittal of the final report.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Performance under this agreement is subject to acts of nature, strikes, accidents, or delays beyond MVAC's control, such as weather/ground conditions or landowner permission situations.

Governing Terms: MVAC agrees to perform the services mentioned above in accordance with the terms and conditions of the applicable Service Work Order (SWO) signed and agreed to by the parties and in accordance with the terms and conditions of the Master Contract between the parties dated October 20, 2020.

IN WITNESS WHEREOF, the parties hereto hereby set their hand below.

For: Mississippi Valley Archaeology Center

_____ Date: _____

Katherine Stevenson
Operations Manager

For: Mead and Hunt

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

DRAFT

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #22-74 Approving Revision #1 to the State/Municipal Financial Agreement for a State - LET Highway Project (STH 32 - Main Avenue & Reid Street).**

The Board of Public Works at the August 8, 2022 meeting approved Wisconsin Department of Transportation Revised Municipal Agreement for STH 32 (Main Ave) and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

Attached is the revised State / Municipal agreement (SMA) for the improvements for STH 32 (Main & Reid) from 3rd Street to 8th Street. The anticipated proposed improvements will consist of a pavement replacement and resurfacing. The estimated cost for the project at this time has increased from $2,915,000 to $3,809,000 with the increase due to increase in design costs.

Staff recommends the BOPW approve this agreement and forward to Council for approval.

ATTACHMENTS:

- Reso22-74 (PDF)
- State - Municipal Agreement STH 32 Main Ave - Revised 6-24-2022 (PDF)

RESOLUTION #22-74

APPROVING REVISION #1 TO THE STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE – LET HIGHWAY PROJECT
(STH 32 – Main Avenue & Reid Street)

WHEREAS, pursuant to Wis. Stats. § 86.25, the City and the Wisconsin Department of Transportation (WisDOT) are parties to a State/Municipal Financial Agreement for a State – Let Highway Project, authorized by Resolution #21-117, for cost distribution for pavement replacement and resurface level improvements to STH 32 (Main Avenue & Reid Street) from Third Street to Eighth Street; and

WHEREAS, an increase in design costs has adjusted the anticipated construction costs, requiring a revised Agreement reallocating the total cost distribution for this street improvement project; and

WHEREAS, the attached State/Municipal Financial Agreement Revision 1 incorporates the revised scope of work and supersedes the Agreement authorized by Resolution #21-117; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends that the City enter into the attached Revision #1 to the State/Municipal Financial Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is hereby authorized and directed to enter into the attached Revision #1 State/Municipal Financial Agreement for a State-Let Highway Project (Project ID 4190-17-00/71/72), 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 16th day of August, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/08/2022

	Revision 1 **STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT** *This agreement supersedes the agreement signed by the Municipality on November 18, 2021 signed by WisDOT on November 24, 2021.*	Revision #1 Date: June 24, 2022 I.D.: 4190-17-00/71/72 Road Name: STH 32 Title: Main & Reid St, C De Pere Limits: 3rd Street – 8th Street County: Brown Roadway Length: 1.1 miles

The signatory **city of De Pere**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request:

The existing facility is a connecting highway.

Main Street, between Third Street and Sixth Street is an urban, 2-lane (one-way) non-divided section with parking on both sides, a bike lane, curb and gutter and sidewalk on both sides. This concrete section was constructed in 1953 and has not been overlaid. Main Street, between Sixth Street and Seventh Street is an urban, 3-lane (two-way) non-divided section with no parking, no bike lanes, curb and gutter and sidewalk along one side. This section has been overlaid. Main Street, between Seventh Street and Eighth Street is an urban, 4-lane (two-way) non-divided concrete section with no parking, no bike lanes, curb and gutter and sidewalk on both sides. This section has not been overlaid.

Reid Street's section varies, the majority is an urban 2-lane (one-way) non-divided section with parking on both sides, no bike lane, curb and gutter and sidewalk on both sides. The section west of Fourth Street is asphalt and the section east of Fourth Street is concrete.

Third Street is an urban, 3-lane (one-way) non-divided section with parking on one side, a bike lane, curb and gutter and sidewalk on both sides. This section is concrete (constructed in 2007).

Improvements were identified on the 2020 Pavement Management Decision Support System (PMDSS).

Proposed Improvement - Nature of work: It is anticipated the proposed improvements will consist of a pavement replacement improvement (4190-17-71) and a resurface level improvement (4190-17-72).

Project 4190-17-71 will begin on Main Street between Third Street and Fourth Street and will extend to the Eighth Street intersection; it will also include Reid Street beginning at Sixth Street and ending just west of the Fourth Street intersection.

Project 4190-17-72 will include Reid Street, beginning just west of the Fourth Street intersection and will extend to the intersection of Third Street; it will also include Third Street from Reid Street to the Claude Allouez Bridge.

The pavement and project details will be further defined as this project continues through the scoping process.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: It is anticipated that water and sanitary sewer will be replaced prior to or in conjunction with these projects. The Municipality will also be responsible for any sanitary manhole or water valve adjustments.

		TABLE 1:	**SUMMARY OF COSTS**				
			Total	**Federal/State**		**Municipal**	
		Phase	**Est. Cost**	**Funds**	**%**	**Funds**	**%**
[1]Preliminary Engineering:							
	4190-17-00	Plan Development Phase 1	$ 683,000	$ 512,250	75%	$ 170,750	25%
		Plan Development Phase 2	$ 600,000	$ 450,000	75%	$ 150,000	25%
		Department Design Oversight	$ 111,000	$ 83,250	75%	$ 27,750	25%
Real Estate Acquisition:							
		Acquisition TBD	$ -	$ -		$ -	
[1]Construction:							
	Participating:	4190-17-71					
	Category 0010 - Roadway		$ 2,300,000	$ 2,300,000	100%	$ -	0%
	Participating:	4190-17-72					
	Category 0010 - Roadway		$ 115,000	$ 115,000	100%	$ -	0%
	Non-Participating:	TBD	$ -	$ -	0%	$ -	100%
Total Cost Distribution			**$ 3,809,000**	**$ 3,460,500**		**$ 348,500**	
1. Costs shown are estimates only and may be updated throughout design.							
Construction estimates are for driving lanes only and include 15% construction engineering.							

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 3– 4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the **city of De Pere** (please sign in blue ink)

Name (print) Title

Signature Date

Signed for and in behalf of the **State** (please sign in blue ink)

Name Title

Signature Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

   (a) Design engineering and state review services.

   (b) Real Estate necessitated for the improvement.

   (c) Compensable utility adjustment and railroad force work necessitated for the project.

   (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.

   (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

   (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.

   (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

   (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

   (i) Replacement of existing driveways, in kind, necessitated by the project.

   (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:

   (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

   (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.

   (c) Roadway and bridge width in excess of standards.

   (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.

   (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.

(f) Parking lane costs.

(g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

(h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.

(i) Conditioning, if required, and maintenance of detour routes.

(j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

6. The work will be administered by the State and may include items not eligible for federal/state participation.

7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

8. Basis for local participation:

(a) The Municipality will be responsible for 25% of the design for the anticipated pavement replacement and resurface level improvement project. Any additional work per the request of the Municipality will be funded by the Municipality.

(b) Non-participating construction costs and cost share will be further defined as this project continues through the design process.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #22-75 Approving Agreement for Consulting Services Between City of De Pere and Dixon Engineering, Inc. (T-Mobile Wireless Antenna Installation - 9th Street Water Tower).**

The Board of Public Works at the August 8, 2022 meeting approved engineering technical services with Dixon Engineering regarding installation of T-Mobile's Wireless Antennae Facilities on Ninth Street Water Tower and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

The City received a request from T-Mobile regarding installation of wireless antennae facilities on the City's 9th Street water tower. As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water tower with the work being proposed by T-Mobile. Staff has received payment from T-Mobile for funding the engineering services (See attached engineering agreement) to be performed by Dixon Engineering.

Staff recommends approving the engineering services agreement with Dixon Engineering for the T-Mobile's wireless upgrade on the 9th Street water tower.

ATTACHMENTS:

- Reso22-75 (PDF)
- De Pere 9th Street T-Mobile (ML94452) Proposal July 2022 (PDF)

RESOLUTION #22-75

APPROVING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
(T-Mobile Wireless Antenna Installation – 9th Street Water Tower)

WHEREAS, the City is in need of engineering technical services regarding T-Mobile wireless antenna facilities installation on the 9th Street Water Tower; and

WHEREAS, Dixon Engineering, Inc. has available and offers to provide personnel and equipment necessary to accomplish the engineering technical services within the required timeframe.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Proposal/Contract Agreement for Antennas as is attached hereto, provided that T-Mobile has paid to City's Finance Director-Treasurer the sum due and owing under such contract prior to execution thereof.

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 16th day of August, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/08/2022

DIXON
ENGINEERING & INSPECTION SERVICES FOR THE COATING INDUSTRY

4811 S. 76th Street
Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

Proposal/Contract Agreement for Antennas

City of De Pere / T-Mobile (ML94452B) Upgrade
250,000 Gallon Legged 9th Street 49-05-11-02

The agreement is between Dixon Engineering, Inc. (DIXON) and **City of De Pere, Wisconsin** (OWNER) to contract with DIXON for technical services for **T-Mobile** (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 Payment

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of **Five Thousand Eight Hundred** dollars **$5,800**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Design Review, Attend a Precon Meeting, and Installation Inspections

3.01 SIGNATURES

Joseph T. Hoban, Vice President — July 8, 2022
PROPOSED by DIXON (Not a contract until approved by an officer) — PROPOSAL DATE

_____
CONTRACT APPROVED by OWNER — POSITION — DATE

_____
CO SIGNATURE (if required) — POSITION — DATE

_____
CONTRACT APPROVED by DIXON OFFICER — EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.

B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.

C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:
   1. For cause,
      a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
      b. By DIXON upon seven days written notice:
         1) If Owner fails to pay invoices by 60 days.
         2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
         3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
         4) DIXON shall have no liability to Owner on account of such termination.

2. For Convenience,
   a. By OWNER effective upon the receipt of notice by DIXON.

B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.

F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.

H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A

City of De Pere / T-Mobile (ML94452B) Upgrade
250,000 Gallon Legged 9th Street 49-05-11-02

I. Design Drawings and Structural Calculations Review:
   a. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal are included.

II. Site Work for:
   a. Attend and participate in a Preconstruction Meeting.
   b. Perform Installation inspections as the project progresses and or a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B

City of De Pere / T-Mobile (ML94452B) Upgrade
250,000 Gallon Legged 9th Street 49-05-11-02

I. PAYMENT

a. When service is rendered Owner shall pay DIXON the following line item prices:
   i. Schedule A, Item I, Design Drawings and Structural Calculations Review, the lump sum of $**1,750**.

b. Owner shall pay DIXON the following line items times the number of units used:
   i. Schedule A, Item II
      1. **(1)** Preconstruction Meeting $**1,350** per meeting
      2. **(2)** Installation Inspections $**1,350** per inspection ($2,700 total)

II. INVOICES

a. Invoices will be compiled monthly.

b. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

Attachment C
Employee Billable Rates and Terms
Antennas

Labor Class	Per Hour	Overtime Rate*
Principal	$285.00	
Project Manager	$170.00	$255.00
Engineer	$175.00	$265.00
CWI Welding RPR	$187.00	$280.00
DIXON Level 3 or NACE certified Level 3 RPR	$117.00-$155.00	$176.00-$232.00
DIXON Level 2 or NACE Level 2 RPR	$103.00-$130.00	$154.00-$195.00
DIXON Level 1 or NACE Level 1 RPR	$96.00-$107.00	$144.00-$160.00
Contract Support Staff	$123.00-$150.00	$185.00-$225.00

Expenses	Metropolitan	Out-State
Mileage	$0.80/mile + tolls	$0.70/mile
Lodging	$140.00 per diem	$130.00 per diem
Meals	$52.00 per diem	$48.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2022 **(Revised: 8/16/2021)**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Resolution #22-76 Authorizing Agreement for Consulting Services Between the City of De Pere and Walker Consultants, Inc. (Parking Study Implementation and Parking Analysis).**

See staff memo attached.

ATTACHMENTS:

- Reso22-76 (PDF)
- Walker Consultants, Inc. (Parking Study Implemention and Analysis)8-11-22 (PDF)
- Exhibit A-Walker Consultants, Inc. (PDF)
- Parking Implemenation - Scope of Services Memo August 2022 (PDF)

RESOLUTION #22-76

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND WALKER CONSULTANTS, INC.
(Parking Study Implementation and Parking Analysis)

WHEREAS, City is in need of consulting assistance for implementation of the results of the Downtown Parking Study for parking agreement assistance, financial analysis, in addition to conducting a parking structure needs and design analysis to foster continued private development within the City's downtown, as well as ensure sufficient public parking; and

WHEREAS, Walker Consultants, Inc. has available and offers to provide personnel, professional assistance and facilities necessary to accomplish such services within the required timeframe; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Walker Consultants, Inc., as is attached hereto, subject to such changes and revisions as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

> All City officials, officers, 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 16th day of August, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND WALKER CONSULTANTS, INC. (Parking Study Implementation and Parking Analysis)

THIS AGREEMENT made and entered into this ___ day of _____, 2022, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Walker Consultants, Inc., a foreign corporation authorized to do business in Wisconsin ("Consultant").

WITNESSETH

WHEREAS, City is in need of consulting assistance for implementation of the results of the Downtown Parking Study for parking agreement assistance, financial analysis, in addition to conducting a parking structure needs and design analysis to foster continued private development within the City's downtown, as well as ensure sufficient public parking; and

WHEREAS, Consultant has available and offers to provide personnel, professional assistance and facilities necessary to accomplish such services within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in Consultant's Proposal hereto dated August 10, 2022, (Exhibit A) and incorporated by reference. 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 Exhibit A. 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, the 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 such background documents and other information as it may have concerning the project that may be applicable in understanding the community or the design of the project, as are available.

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 as required under Exhibits A. 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 A, based upon the professional fee identified for the scope of services related to Tasks 1-3, either time-and-expense or flat fee. Payment to the Consultant is due within 30 days after receipt of an 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.

X. NON-DISCRIMINATION

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 persons 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 City 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 Contractor through no fault of Contractor. 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 Clerk
City of De Pere
335 South Broadway Street
De Pere, WI 54115

If to Consultant:
Walker Consultants, Inc.
Attn: Carl Shneeman, PE
Managing Principal
1660 South Highway 100; Suite 545
Minneapolis, MN 55416

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

WALKER CONSULTANTS, INC.

By: _____
Carl Schneeman, PE
Managing Principal

By: _____
Print Name: _____
Title: _____

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\2021\SmithGroup, Inc.(Comprehensive Plan Update)5- 13-21-157-001-18.docx

WALKER CONSULTANTS

1660 S Highway 100, Suite 545
Minneapolis, MN 55416
952.595.9116
WalkerConsultants.com

August 10, 2022

Mr. Daniel J. Lindstrom, AICP
Director of Development Services
City of De Pere, Wisconsin
335 S. Broadway
De Pere, Wisconsin 54115

Re: Proposal for Planning Services
Parking Planning and Consulting – Shopko Redevelopment
Redevelopment Agreement Consulting
Parking Garage Financial Analysis
Parking Needs Study
De Pere, Wisconsin

Dear Mr. Lindstrom:

Walker Consultants ("Walker") is pleased to submit this proposal for parking consulting services to the City of De Pere ("City" or "Client") related to parking planning and operations consulting in De Pere, Wisconsin. Included herein is our understanding of this project and our proposed scope of services, schedule, fee, and general conditions of agreement. We appreciate and thank you for the opportunity to propose on this assignment.

Project Understanding

The City of De Pere is working with partners to redevelop the former Shopko site east of North Broadway and north of James Street in Downtown De Pere. Planning is ongoing relative to the composition of the development program and parking. The City intends to fund most of the project through the creation of a Tax Increment District ("TID"); establishment of the TID requires an approved redevelopment agreement. To finalize the redevelopment agreement, project and parking evaluation must be complete.

The City anticipates owning and operating the proposed redevelopment site parking garage, with a public-private partnership in place allowing for the private use of the garage by development tenants, as well as public use of the garage. The evaluation work needed includes an updated parking needs study to right-size the proposed redevelopment site parking garage, consulting related to project finances and the redevelopment agreement, the development of a garage operations and management plan, and assistance with procurement of the equipment and technology needed to manage the garage. **This proposal is for parking agreement assistance, financial analysis, and a parking needs study. Walker has issued a separate proposal for garage operations/management and technology procurement work for the City's consideration.**

Exhibit A

Based on this understanding, Walker proposes the following scope of services:

Scope of Services

Task 1: Redevelopment Agreement Consulting

1. Review the current draft of the redevelopment agreement and highlight key provisions related to the City's obligations to the developer.
2. Identify portions of the agreement that seem overly favorable to the developer or that seem excessively generous relative the projected parking needs of the project.
3. Analyze, at a high level, the potential financial implications of the terms of the redevelopment agreement related to the City's provision of new parking infrastructure.
4. Meet with appropriate City personnel, including representatives from the City Attorney's Office and the Development Services Department, to review Walker's concerns related to the draft redevelopment agreement and provide input on suggested changes to the agreement that benefit the City and/or more closely align with the anticipated parking needs of the project.
5. Participate in meetings/conference calls with the City and the developer to discuss and work through the details of the redevelopment agreement.
6. Provide ongoing analysis and support to the City related to the redevelopment agreement including opining on the costs and benefits to the City of various proposed changes to the agreement.

Task 2: Parking Garage Financial Analysis

1. Obtain from City and review information related to the proposed development including the size and scope of the development's land uses, proposed timing, occupancy assumptions, event/meeting activity levels, etc. to be used as the basis for parking demand projections.
2. Obtain and review previous studies of the development that may be informative to this work including market studies, commercial activity projections, etc.
3. Obtain and review various statistical data which describe economic factors within the market area to assess the socioeconomics of the region.
4. Meet with the City and Baird to obtain financing scenarios for the purchase of the garage.
5. Develop parking demand projections for the proposed development that are likely to be captured by the proposed garage. This information will be informed by Task 3.
6. Identify and quantity parking demand from the adjacent areas of downtown and other demand generators that may be captured by the garage. This information will be informed by Task 3.
7. Quantify the potential demand capture of the proposed garage factoring in the ramp up period for occupancy of the development, the anticipated impacts of competing parking in the vicinity of the facility, the potential long-term impacts of ridesharing, the availability of alternate modes of transportation, the impact of autonomous vehicles and other technologies, among other variables. This information will be informed by Task 3.
8. In consultation with City and/or developer, develop a proposed parking fee structure for the garage including transient, monthly, and special event rates. This fee structure will consider special parking contracts or other arrangements that the City or developer intend to enter into with future tenants of the

development or users in the surrounding area, keeping in mind the restrictions on private business use of publicly funded projects.

9. Use the proposed fee structure and projected parking demand capture to develop revenue estimates for the garage for the 30-year period following completion of the facility.
10. Develop estimated operating expenses for the garage for the same 30-year period including labor costs, taxes, utilities, insurance, repairs and maintenance, management fees, etc. based on Walker's experience with similar projects and the assumed method of operation of the parking structure. These will be high level operating expense estimates and may vary from the actual costs of operating the garage, depending on how the garage is actually operated in the future.
11. Obtain from the City/developer garage drawings and develop high-level construction cost estimates for the proposed garage including the cost of installing PARCS to control access to and use of the facility. Note that these estimates will include only the design and construction costs and will not include any costs related to City personnel time spent on the project, the cost to acquire land, etc. It is estimated that any other costs such as these will be provided by the City.
12. Combine the revenue and operating expense projections for the proposed garage into a consolidated pro forma for the facility using the estimated financing terms provided by Baird.
13. Prepare a written report which summarizes Walker's research and analyses including the major assumptions used in the creation of the financial projections for the garage, as well as summary tables of the outputs of the financial model and submit to the City for review and comment.
14. Participate in a conference call, virtual meeting, or in-person meeting with the City to review the pro forma and assumptions and answer questions related to our work.
15. Update the report based on feedback received from the City and Issue a final version of the report to the City.

Note that the financial projections developed by Walker during this task are for the City's internal use only and may not be relied upon in any way to obtain financing for the construction or purchase of the proposed garage.

Task 3: Parking Needs Study

1. Meet with Client to determine project communication protocols, confirm project understanding requirements and work plan, including information to be provided by the owner, and schedule.
2. Receive the following information from the owner:
    a. Development program data for the site (including square footage, types of uses, and tenant mix) for what has been built on-site, and the proposed new land uses;
    b. Site development plans (to scale);
    c. Copies of any construction and phasing documents for the development; and
    d. The current parking supply and proposed parking program, including any restrictions such as reserved parking.
3. Review information provided by Client.
4. Research and identify City of De Pere parking requirements.
5. If appropriate and necessary, discuss and confirm parking requirement with the City of De Pere staff. Discuss opportunity to use shared parking methodology and identify nuances or limitations of the methodology that may be unique to the zoning ordinance.

6. Using ULI Shared Parking methodology, develop a model to determine development parking needs at full-build out and occupancy. Develop driving ratio and non-captive market adjustments for each proposed land use and include in the calculations. Provide estimated recommended number of spaces by proposed land use, identifying how parking needs vary by the following:
    a. Month of year;
    b. Day of week; and
    c. Hour of day.
7. If necessary, Walker will identify strategies to manage parking demand among user types and mitigate any projected parking supply shortages.
8. Prepare a project summary for incorporation into the memorandum documenting the process, results, and conclusions of the shared parking analysis using narrative, tables, and graphics. Conclusions will include projected parking need for each user type based on proposed development plans.
9. Incorporate parking analysis work into a draft memorandum and deliver memorandum to the Client for review.
10. Update the memorandum based on any Client comments received. Deliver final memorandum to the Client.

Schedule

Walker can commence work on the Scope of Services within one week of receiving a fully executed professional services agreement. Some work/tasks can be executed concurrently. Some sequencing of work will be required, and some work or tasks will need to be completed to inform other work or tasks, and/or before other work or tasks may begin. Walker will work with the City on an appropriate schedule that meets the needs of the City and the project.

Final deliverables can typically be provided within two weeks of receiving Client comments on draft deliverables. Draft deliverables will be considered final if no Client comments are received within 30 days of draft issuance date.

Professional Fee

Walker proposes to perform **Task 1 of the Scope of Services on a time-and-expense basis using our then-standard hourly rates for consulting services (enclosed) plus reimbursable expenses.** Walker will perform Task 1 work at the request of the Client, as specific needs are identified.

Walker proposes to complete Tasks 2 and 3 of the Scope of Services for a **total lump sum fee of $34,000** separated by task as follows:

Task	Proposed Lump Sum Fee
Task 2: Parking Garage Financial Analysis	$ 22,000
Task 3: Parking Needs Study	$ 12,000
Total Lump Sum Fee Proposed	**$ 34,000**

For Tasks 2 and 3, reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses, per the General Conditions of Agreement for Consulting Services.

Terms and Conditions

The fees quoted herein shall remain firm for 30 days from receipt of this proposal. All services will be performed according to the terms and conditions of the attached General Conditions of Agreement for Consulting Services.

We thank you for the opportunity to assist you with this exciting project and look forward to providing the City with the high level of responsiveness and professionalism expected from Walker. Please review this proposal and let me know if you have any questions, or request changes.

Sincerely,

WALKER CONSULTANTS

Carl Schneeman, PE
Managing Principal

Kevin White, AICP, CAPP
Parking and Mobility Consultant

Eric Haggett, LEED Green Associate
Director of Planning

Enclosures General Conditions of Agreement for Consulting Services
Standard Billing Rates for Consulting Services

Authorization

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

City of De Pere, Wisconsin

Accepted by (Signature) _____

Printed Name _____

Title _____

Date _____

General Conditions of Agreement for Consulting Services

Services

Walker Consultants ("Walker") will provide the client professional services that are limited to the work described in the attached letter ("the services"). Any additional services requested will be provided at our standard hourly rates or for a mutually agreed lump sum fee. The services are provided solely in accordance with written information and documents supplied by the client, and are limited to and furnished solely for the specific use disclosed to us in writing by the client. No third-party beneficiary is contemplated. All documents prepared or provided by Walker are its instruments of service, and any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker's specific written consent will be at client's sole risk.

Payment for Services

Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice. If for any reason the client does not deliver payment to Walker within thirty (30) days of date of invoice, Walker may, at its option, suspend or withhold services. The client agrees to pay Walker a monthly late charge of one and one-half percent (1.5%) per month of any unpaid balance of the invoice.

Standard of Care

Walker will perform the services in accordance with generally accepted standards of the profession using applicable building codes in effect at time of execution of this Agreement. Walker's liability caused by its acts, errors or omissions shall be limited to the fee or $10,000, whichever is greater.

Any estimates or projections provided by Walker will be premised in part upon assumptions provided by the client. Walker will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

Period of Service

Services shall be complete the earlier of (1) the date when final documents are accepted by the client or (2) thirty (30) days after final documents are delivered to the client.

Standard Billing Rates for Consulting Services

Senior Vice President…	$370
Vice President	$335
Principal/Director	$320
Senior Consultant	$295
Consultant	$255
Analyst / Planner	$200
Designer	$200
Senior Technician	$180
Technician	$160
Senior Administrative Assistant / Business Manager	$125
Administrative Assistant	$105

Subject to annual adjustment on January 1 each year.

CITY OF DE PERE
MEMO

To: Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: August 16, 2022

RE: **Parking Study Implementation**

Background

As private downtown redevelopment continues to increase throughout the City, the development pressures have brought the city to an inflection point. In response, parking and mobility management must "take the next step" and be deliberate, coordinated, and strategic. The City recognizes the need for progressive, consolidated, and best practices-based parking and mobility management to maintain a vibrant community and a high-quality experience for residents, business owners, and visitors. As a result, the City of De Pere hired Walker Consultants to prepare a parking study to summarize the process, findings, key considerations, and recommendations associated with the parking study completed for West Downtown and East Downtown. In May, Development Services staff presented the result of the parking study and presented the four proposed stages of the parking recommendations.

Section 1: Creation of a Parking Utility (or other organizational structure)
Section 2: Downtown Parking: Technology, Operations, and Management Planning & Consulting
Section 3: Former Shopko Development Public Parking Planning and Consulting
Section 4: Additional Possible Ongoing Services – At Time and Expense Rates

Previously, all sections identified above were proposed to be under a single agreement with the former Shopko redevelopment site as the catalyst for the implementation process. A development group purchased the former Shopko site in spring and is preparing redevelopment proposals; however, due to construction costs fluctuations and increasing interest rates, they are unable to prepare a complete proposal to present to the City. Staff expects the development group to present multiple site concepts and for staff to review and analyze. The scenarios will have the opportunity to include structured public parking as a possible element of the redevelopment, potentially freeing other parking lots on the east side for future development. The City does not have the necessary internal expertise to conduct a parking structure needs and design analysis, budget proforma, and implementation. Staff requests to conduct the Former Shopko Redevelopment Public Parking Planning and Consulting phase independent from the remaining phases. The parking study was under a separate agreement with SmithGroup and therefore implementation must be under a new contract. The request includes sole-sourcing with our current parking consultant, Walker Consultants, due to their in-depth knowledge of our parking systems, our staffing, and our operational structure. A new consultant would re-conduct the research separately for additional time and costs. The timing is most important as the goal is to have a redevelopment proposal to the City in the coming months. The proposed scope and agreement is attached to this memo.

Funding

Staff requests the use of unassigned reserves for the first phase of the work. The remaining phases could be a TID expense after the City creates a new tax increment district if the redevelopment is approved.

ATTACHMENT: DRAFT PARKING IMPLEMENTATION SCOPE FOR DISCUSSION

Phase 1 – Scope of Services

Task 1: Redevelopment Agreement Consulting

1. Review the current draft of the redevelopment agreement and highlight key provisions related to the City's obligations to the developer.
2. Identify portions of the agreement that seem overly favorable to the developer or that seem excessively generous relative the projected parking needs of the project.
3. Analyze, at a high level, the potential financial implications of the terms of the redevelopment agreement related to the City's provision of new parking infrastructure.
4. Meet with appropriate City personnel, including representatives from the City Attorney's Office and the Development Services Department, to review Walker's concerns related to the draft redevelopment agreement and provide input on suggested changes to the agreement that benefit the City and/or more closely align with the anticipated parking needs of the project.
5. Participate in meetings/conference calls with the City and the developer to discuss and work through the details of the redevelopment agreement.
6. Provide ongoing analysis and support to the City related to the redevelopment agreement including opining on the costs and benefits to the City of various proposed changes to the agreement.

Task 2: Parking Garage Financial Analysis

1. Obtain from City and review information related to the proposed development including the size and scope of the development's land uses, proposed timing, occupancy assumptions, event/meeting activity levels, etc. to be used as the basis for parking demand projections.
2. Obtain and review previous studies of the development that may be informative to this work including market studies, commercial activity projections, etc.
3. Obtain and review various statistical data which describe economic factors within the market area to assess the socioeconomics of the region.
4. Meet with the City and Baird to obtain financing scenarios for the purchase of the garage.
5. Develop parking demand projections for the proposed development that are likely to be captured by the proposed garage. This information will be informed by Task 3.
6. Identify and quantity parking demand from the adjacent areas of downtown and other demand generators that may be captured by the garage. This information will be informed by Task 3.
7. Quantify the potential demand capture of the proposed garage factoring in the ramp up period for occupancy of the development, the anticipated impacts of competing parking in the vicinity of the facility, the potential long-term impacts of ridesharing, the availability of alternate modes of transportation, the impact of autonomous vehicles and other technologies, among other variables. This information will be informed by Task 3.
8. In consultation with City and/or developer, develop a proposed parking fee structure for the garage including transient, monthly, and special event rates. This fee structure will consider special parking contracts or other arrangements that the City or developer intend to enter into with future tenants of the development or users in the surrounding area, keeping in mind the restrictions on private business use of publicly funded projects.

9. Use the proposed fee structure and projected parking demand capture to develop revenue estimates for the garage for the 30-year period following completion of the facility.
10. Develop estimated operating expenses for the garage for the same 30-year period including labor costs, taxes, utilities, insurance, repairs and maintenance, management fees, etc. based on Walker's experience with similar projects and the assumed method of operation of the parking structure. These will be high level operating expense estimates and may vary from the actual costs of operating the garage, depending on how the garage is actually operated in the future.
11. Obtain from the City/developer garage drawings and develop high-level construction cost estimates for the proposed garage including the cost of installing PARCS to control access to and use of the facility. Note that these estimates will include only the design and construction costs and will not include any costs related to City personnel time spent on the project, the cost to acquire land, etc. It is estimated that any other costs such as these will be provided by the City.
12. Combine the revenue and operating expense projections for the proposed garage into a consolidated pro forma for the facility using the estimated financing terms provided by Baird.
13. Prepare a written report which summarizes Walker's research and analyses including the major assumptions used in the creation of the financial projections for the garage, as well as summary tables of the outputs of the financial model and submit to the City for review and comment.
14. Participate in a conference call, virtual meeting, or in-person meeting with the City to review the pro forma and assumptions and answer questions related to our work.
15. Update the report based on feedback received from the City and Issue a final version of the report to the City.

Note that the financial projections developed by Walker during this task are for the City's internal use only and may not be relied upon in any way to obtain financing for the construction or purchase of the proposed garage.

Task 3: Parking Needs Study

1. Meet with Client to determine project communication protocols, confirm project understanding requirements and work plan, including information to be provided by the owner, and schedule.
2. Receive the following information from the owner:
    a. Development program data for the site (including square footage, types of uses, and tenant mix) for what has been built on-site, and the proposed new land uses;
    b. Site development plans (to scale);
    c. Copies of any construction and phasing documents for the development; and
    d. The current parking supply and proposed parking program, including any restrictions such as reserved parking.
3. Review information provided by Client.
4. Research and identify City of De Pere parking requirements.
5. If appropriate and necessary, discuss and confirm parking requirement with the City of De Pere staff. Discuss opportunity to use shared parking methodology and identify nuances or limitations of the methodology that may be unique to the zoning ordinance.
6. Using ULI Shared Parking methodology, develop a model to determine development parking needs at full-build out and occupancy. Develop driving ratio and non-captive market adjustments for each

proposed land use and include in the calculations. Provide estimated recommended number of spaces by proposed land use, identifying how parking needs vary by the following:

a. Month of year;
b. Day of week; and
c. Hour of day.

7. If necessary, Walker will identify strategies to manage parking demand among user types and mitigate any projected parking supply shortages.
8. Prepare a project summary for incorporation into the memorandum documenting the process, results, and conclusions of the shared parking analysis using narrative, tables, and graphics. Conclusions will include projected parking need for each user type based on proposed development plans.
9. Incorporate parking analysis work into a draft memorandum and deliver memorandum to the Client for review.
10. Update the memorandum based on any Client comments received. Deliver final memorandum to the Client.

Professional Fee

Walker proposes to perform Task 1 of the Scope of Services on a time-and-expense basis using our then-standard hourly rates for consulting services (enclosed) plus reimbursable expenses.

Walker will perform Task 1 work at the request of the Client, as specific needs are identified.

Walker proposes to complete Tasks 2 and 3 of the Scope of Services for a total lump sum fee of $34,000 separated by task as follows:

Task 2: Parking Garage Financial Analysis	$ 22,000
Task 3: Parking Needs Study	$ 12,000
Total Lump Sum Fee Proposed	$ 34,000

ATTACHMENT: DRAFT PARKING IMPLEMENTATION SCOPE FOR DISCUSSION

Phase 2 – Scope of Services FOR REFERENCE ONLY

Task 1: Parking Garage Operations and Management Plan

1. Facilitate a virtual meeting with Client to establish project parameters, schedule, budget, and data needs. Data needs include details on up-to-date land uses and square footages, and garage drawings, as available.
2. Facilitate a total of (4) virtual meetings throughout the course of the project.
3. Conduct a garage user group analysis. Separate parking demand into user groups and hourly and daily needs using the updated Walker parking analysis.
4. Based on data from the client and comparable operations and parking markets, identify types of rates to be charged and cash and/or credentials to be processed, e.g., types of permits, access controls, time restrictions for various user groups (monthly, daily, transient, event, evening, weekend, cash, credit cards, access cards, etc.).
5. Identify usage restrictions, e.g., days of week, hours of day, length of stay, etc.
6. Determine implications of reserved parking and nested areas, if any.
7. Document method(s) or mix of parking types including self-parking, attendant-assist parking, and/or valet parking.
8. Discuss available options for leading edge gated and ungated parking revenue and access control technologies. Recommended appropriate method(s) of revenue collection and types of equipment to be used to monitor and enforce access. Methods, technologies, controls, and restrictions will be conceptual and not include system, technical or operational specifications. Identify recommended as qualified parking technology providers.
9. Discuss parking management structure options, including “pros and cons” of in-house operations, third-party management agreements and parking lease agreements. Identify recommended as qualified third-party parking operations companies.
10. Identify staffing recommended for the parking facility including roles, number of FTEs, and hours. Detail anticipated onsite or offsite parking management and administrative support staff and tasks.
11. Detail a proposed facility maintenance plan, including staffing, potential capital equipment needs and maintenance schedules.
12. Provide a draft parking management plan. Hold a virtual meeting with City to review Walker’s plan.
13. Respond to two sets of consolidated comments and/or adjustments to any part of the draft parking management plan. Issue a final parking management plan incorporating comments on the draft, as necessary.

Task 2: Parking Garage Technology and Equipment Procurement

Task 2.1: Schematic Design

The purpose of the schematic design phase is to gain a deeper understanding the Owner’s goals for the PARCS, including user groups, access methodology, payments and validations/discounts, and operating principles of the system. Walker proposes the below tasks for the PARCS schematic design phase:

1. Meet with the Project Team to review the revised parking program and proposed self-park operating methodology including:
    A) Needs of various user groups.
    B) PARCS options, including access, payment, enforcement, and identification of patrons.
    C) Potential nested locations
    D) General requirements for system interface with building access control and security requirements.
2. Prepare a schematic design narrative describing the selected method of operation and associated PARCS.
3. Develop a preliminary opinion of probable cost for the selected PARCS.

Task 2.2: Design Development

The purpose of the Design Development Phase is to develop a draft set of drawings and specifications for review and comment by the Project Team. Walker proposes the below tasks to complete the design development phase:

1. Based on the system described in the schematic design, develop a detailed performance specification for the PARCS. The specification will include the following sections:
    A) Hardware & software performance
    B) Method of operation
    C) Installation & commissioning requirements
    D) Reporting requirements
    E) Submittal requirements
    F) Warranty requirements & service options
    G) Acceptance testing examples
    H) Specification compliance

Note: Walker's scope includes providing general electrical, data and communication requirements for the PARCS. The selected vendor will be responsible for providing any system-specific electrical, data and communication conduit and wiring design that may be required for construction.

2. Develop a set of parking drawings showing typical lane layouts and a limited set of standard details of system components for the chosen type of PARCS system.
3. Participate in one (1) Project Team conference call to review the PARCS specifications and schematic drawings.
4. Provide one round of updates to the specifications and drawings based on any comments received from Project Team.

Task 2.3: Construction Documents

The purpose of the construction documents phase is to refine the design development drawings and specifications to make the system biddable and buildable. Walker proposes the below tasks to complete the construction documents phase:

1. Provide related specifications that may be required for construction of the PARCS
2. Add standard details for common components and mounting based on circumstances of typical locations for PARCS elements.

3. Participate in one (1) Project Team conference call to review full set of drawings and specifications and solicit comments/feedback.
4. Provide one round of updates to the specifications and drawings based on any comments received from Project Team.

Task 2.4: Request for Proposals (RFP)

1. Assist the Project Team with issuing RFP documents for the parking structure PARCS system.
2. Participate in a virtual pre-proposal meeting with the Project Team.
3. Interpret documents, answer questions, and issue addenda, if any, for the work designed by Walker.
4. Review PARCS proposals with Project Team.
5. Participate as a non-voting member of the selection committee, if requested.
6. Provide responses to review comments relative to the work designed by Walker.

Task 2.5: Construction Contract Administration

1. Review shop drawings and material submittals relative to PARCS.
2. Provide clarifications and interpretations of the PARCS construction documents prepared by Walker.
3. Provide responses to contractor Requests for Information (RFI's) relative to PARCS.
4. Participate in one (1) pre-construction meeting with the PARCS contractor and Project Team.
5. Perform two (2) site visits to observe the PARCS installation. Upon conclusion of each visit, provide a progress memo to Client and Owner.
6. Review acceptance testing documentation and participate in one site visit to monitor contractor-led acceptance testing.

Task 2 Exclusions

1. Development of an occupancy counting system.
2. Participation in meetings or site visits in excess of what is specified above.

Professional Fee

Walker proposes to complete the Scope of Services for a total lump sum fee of $41,000 separated by task as follows:

Task 1: Parking Garage Operations and Management Plan	$ 16,000
Task 2: Parking Garage Technology and Equipment Procurement	$ 25,000
Total Lump Sum Fee Proposed	$ 41,000

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Finance Department**
FROM:	**Joe Zegers**
SUBJECT:	**Resolution #22-77, A Resolution Authorizing and Providing for the Sale and Issuance of $10,120,000 General Obligation Promissory Notes, Series 2022A, and All Related Details**

ATTACHMENTS:

- Reso22-77 (PDF)

COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN

August 16, 2022 **Resolution No.: 22-77**

A Resolution Authorizing and Providing for the Sale and Issuance of $10,120,000 General Obligation Promissory Notes, Series 2022A, and All Related Details

RECITALS

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

1. The Issuer is in need of funds to finance the installation of security cameras; the purchase of vehicles and equipment for the police, fire, public works, and parks departments; improvements to municipal buildings; sanitary sewer repairs; grants for façade improvements in the City's Tax Incremental District Numbers 7 and 9; highway and infrastructure improvements in the City's Tax Incremental District Numbers 8, 9, 11, 12, 15, and 17; improvements to the community center; improvements to parks and public grounds, including parking lot and tennis court resurfacing and repairs; and construction of and improvements to streets, sidewalks, and bridges, and related site preparation and lighting (collectively, the "**Project**").

2. On July 19, 2022, the Governing Body adopted an initial resolution authorizing the issuance of general obligation promissory notes of the Issuer in the principal amount of approximately $10,120,000 for the purposes of the Project (the "**Initial Resolution**").

3. The Governing Body now wishes to borrow the funds needed for the Project by selling and issuing its $10,120,000 General Obligation Promissory Notes, Series 2022A (the "**Obligations**") pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes.

4. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

5. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the capitalized terms defined in the recitals above, capitalized terms not otherwise defined in this resolution shall have the meanings set forth below unless the context requires another meaning.

"**Book-Entry System**" means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Continuing Disclosure Agreement**" means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

"**Debt Service Fund**" means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

"**Debt Service Fund Account**" has the meaning given in Section 16.

"**Depository**" means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

"**DTC**" means The Depository Trust Company.

"**Financial Officer**" means the Issuer's Treasurer.

"**Fiscal Agent**" means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

"**Governing Body**" has the meaning given in the recitals to this resolution.

"**Issuer**" has the meaning given in the recitals to this resolution.

"**Municipal Officers**" means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer's behalf.

"**Obligations**" means the $10,120,000 City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2022A, which are authorized to be issued pursuant to this resolution.

"**Original Issue Date**" means September 7, 2022.

"**Project**" has the meaning given in the recitals to this resolution.

"**Purchase Agreement**" means the note purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations as described in Section 14.

"**Purchase Price**" means $_____, plus payment by the Purchaser on behalf of the Issuer of $_____ for the costs of issuing the Obligations.

"**Purchaser**" means Robert W. Baird & Co. Incorporated, or a group that it leads.

"**Record Date**" means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations.

"**Recording Officer**" means the Issuer's Clerk.

"**Register**" means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

(i) The name and address of the registered owner of each Obligation.

(ii) All transfers of each Obligation.

"**Treasurer**" means the Issuer's Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

(i) *Exhibit A* — Form of Obligation.

(ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the aggregate principal amount of $10,120,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of the Project and to pay certain expenses of issuing the Obligations (including printing costs and fees for financial consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named "City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2022A." The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be $5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be payable semiannually on each March 1 and September 1, beginning on March 1, 2023, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The Issuer and the Fiscal Agent may treat the person or entity in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

Maturity Date (September 1)	Principal Amount	Interest Rate
2023	$ 900,000	.00%
2024	690,000	.00
2025	710,000	.00
2026	750,000	.00
2027	790,000	.00
2028	795,000	.00
2029	835,000	.00
2030	1,465,000	.00
2031	1,550,000	.00
2032	1,635,000	.00

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 7. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint a successor securities depository to maintain the Book-Entry System.

If on any date the Obligations are not being maintained in a Book-Entry System, then the Issuer will do the following:

(i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of $5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

(ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. Redemption.

The Obligations maturing on and after September 1, 2030 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2029 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of $5,000 in accordance with Sections 9 and 10 hereof.

Section 9. Manner of Payment/Transfers/Redemption Notices Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate

principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 10. Manner of Payment/Transfers/Redemption Notices *Not* Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed

redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 12. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all its terms.

Section 14. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price. The Issuer approves and accepts the Purchase Agreement. The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Purchase Agreement and this resolution. The Obligations shall be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price as required by this resolution.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

(i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.

(ii) A transcript of the proceedings relating to the issuance of the Obligations.

(iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on their maturity dates.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. The tax for each year the levy is made will be in the following amounts:

Levy Year	Debt Service Amount Due in Following Year	Levy Year	Debt Service Amount Due in Following Year
2022	$.00	2027	$.00
2023	.00	2028	.00
2024	.00	2029	.00
2025	.00	2030	.00
2026	.00	2031	.00

The Issuer appropriates an amount of proceeds of the Obligations equal to $_____ to pay interest due on the Obligations on the interest payment dates [in the years 2023 and 2024]. The amount shall be applied as provided in Section 17 hereof. As a result of the appropriation, the taxes levied for the interest payments due [in the years 2023 and 2024] may be abated.

Section 16. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the "**Debt Service Fund Account**"), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the date of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited and kept by the Treasurer in a separate fund as provided in Section 67.10 (3) of the Wisconsin Statutes. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (the "**Borrowed Money Fund**"). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project, the costs of issuing the Obligations, the costs of investing amounts in the Borrowed Money Fund, and capitalized interest, or (ii) transferred to the Debt Service Fund Account as provided by law. The portion of the proceeds of the Obligations that has been appropriated to pay capitalized interest on the Obligations will be held in the Borrowed Money Fund until needed to pay interest on the Obligations, at which time the necessary amount will be transferred to the Debt Service Fund Account and applied to the required interest payment.

Section 18. Official Statement.

The Issuer ratifies and approves the preliminary offering document prepared and distributed in connection with the sale of the Obligations, and the Issuer authorizes and directs the final version of such document (the "**Official Statement**") to be prepared prior to the issuance of the Obligations; *provided*, *however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer's official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

(i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.

(ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 21. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 22. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 23. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 24. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 25. Effective Date

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

Adopted: August 16, 2022

Approved: August ___, 2022

_____
Mayor

_____
Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("**DTC**"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF DE PERE

Registered

No. R-___ $_____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2022A

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	September 1, 20__	September 7, 2022	241361 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF DE PERE, WISCONSIN (herein called the "**Issuer**"), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is payable semiannually on March 1 and September 1, beginning on March 1, 2023, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the "**Obligations**") of the Issuer of an aggregate principal amount of $10,120,000, all of like tenor, except as to denomination, interest rate, and maturity date, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on August 16, 2022, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of $10,120,000 General Obligation Promissory Notes, Series 2022A, and All Related Details" (the "**Resolution**"). The Obligations are issuable only in the form of fully registered notes.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a "**Depository**"), or in the name of the Depository's nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a "**Book-Entry System**"). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect by Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the "**Fiscal Agent**"), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date, by wire or other electronic money transfer or, by check of the Fiscal Agent sent by first class mail to the person or entity in whose name this Obligation is registered on the register (the "**Register**") maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the "**Record Date**"). The Issuer and the Fiscal Agent may treat the person or entity in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on and after September 1, 2030 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2029 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of $5,000 as set forth below.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the

surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF DE PERE, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

CERTIFICATE OF AUTHENTICATION

Dated: September ____, 2022

This Obligation is one of the Obligations described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE
CITY OF DE PERE, WISCONSIN
RELATING TO NOTE SALE

On August 16, 2022, pursuant to Section 67.12(12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of De Pere, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation promissory notes in the principal amount of $10,120,000. It is anticipated that the closing of this note financing will be held on or about September 7, 2022. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 335 South Broadway Street, De Pere, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Publication Date: August ____, 2022

/s/ Carey E. Danen
City Clerk

CERTIFICATIONS OF CLERK

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

A Resolution Authorizing and Providing for the Sale and Issuance of $10,120,000 General Obligation Promissory Notes, Series 2022A and All Related Details

I further certify as follows:

1. **Meeting Date**. On August 16, 2022, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting**. On August ____, 2022 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality's offices in De Pere, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.

3. **Notification of Media**. On August ____, 2022 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality. The communication specifically referred to the Resolution.

4. **Open Meeting Law Compliance**. The 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**. The 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 ____, 2022, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice**. I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the Municipality's official newspaper as specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate on August _____, 2022.

_____
Clerk

[SEAL]

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Finance Department**
FROM:	**Joe Zegers**
SUBJECT:	**Resolution #22-78, A Resolution Authorizing and Providing for the Sale and Issuance of $895,000 Taxable General Obligation Promissory Notes, Series 2022B, and All Related Details.**

ATTACHMENTS:

- Reso22-78 (PDF)

COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN

August 16, 2022 **Resolution No.: 22-78**

A Resolution Authorizing and Providing for the Sale and Issuance of $895,000 Taxable General Obligation Promissory Notes, Series 2022B, and All Related Details

RECITALS

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

1. The Issuer is in need of funds to finance one or more grants in the form of a development rebate to one or more developers to encourage development in the City's Tax Incremental District Number 9 (the "**Project**").

2. On July 19, 2022, the Governing Body adopted an initial resolution authorizing the issuance of general obligation promissory notes of the Issuer in the principal amount of approximately $895,000 for the purposes of the Project (the "**Initial Resolution**").

3. The Governing Body now wishes to borrow the funds needed for the Project by selling and issuing its $895,000 Taxable General Obligation Promissory Notes, Series 2022B (the "**Obligations**") pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes.

4. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

5. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the capitalized terms defined in the recitals above, capitalized terms not otherwise defined in this resolution shall have the meanings set forth below unless the context requires another meaning.

"**Book-Entry System**" means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Continuing Disclosure Agreement**" means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

"**Debt Service Fund**" means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

"**Debt Service Fund Account**" has the meaning given in Section 16.

"**Depository**" means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

"**DTC**" means The Depository Trust Company.

"**Financial Officer**" means the Issuer's Treasurer.

"**Fiscal Agent**" means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

"**Governing Body**" has the meaning given in the recitals to this resolution.

"**Issuer**" has the meaning given in the recitals to this resolution.

"**Municipal Officers**" means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer's behalf.

"**Obligations**" means the $895,000 City of De Pere, Wisconsin Taxable General Obligation Promissory Notes, Series 2022B, which are authorized to be issued pursuant to this resolution.

"**Original Issue Date**" means September 7, 2022.

"**Project**" has the meaning given in the recitals to this resolution.

"**Purchase Agreement**" means the note purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations as described in Section 14.

"**Purchase Price**" means $_____, plus payment by the Purchaser on behalf of the Issuer of $_____ for the costs of issuing the Obligations.

"**Purchaser**" means Robert W. Baird & Co. Incorporated, or a group that it leads.

"**Record Date**" means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations.

"**Recording Officer**" means the Issuer's Clerk.

"**Register**" means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

(i) The name and address of the registered owner of each Obligation.

(ii) All transfers of each Obligation.

"**Treasurer**" means the Issuer's Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

(i) *Exhibit A* — Form of Obligation.

(ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the aggregate principal amount of $895,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of the Project and to pay certain expenses of issuing the Obligations (including printing costs and fees for financial consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named "City of De Pere, Wisconsin Taxable General Obligation Promissory Notes, Series 2022B." The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be $5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be payable semiannually on each March 1 and September 1, beginning on March 1, 2023, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in

whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The Issuer and the Fiscal Agent may treat the person or entity in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

Maturity Date (September 1)	Principal Amount	Interest Rate
2025	$ 95,000	.00%
2026	100,000	.00
2027	105,000	.00
2028	110,000	.00
2029	115,000	.00
2030	115,000	.00
2031	125,000	.00
2032	130,000	.00

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 7. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint a successor securities depository to maintain the Book-Entry System.

If on any date the Obligations are not being maintained in a Book-Entry System, then the Issuer will do the following:

(i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of $5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

(ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. Redemption.

The Obligations maturing on and after September 1, 2030 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2029 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of $5,000 in accordance with Sections 9 and 10 hereof.

Section 9. Manner of Payment/Transfers/Redemption Notices Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 10. Manner of Payment/Transfers/Redemption Notices *Not* Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the

Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 12. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all its terms.

Section 14. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price. The Issuer approves and accepts the Purchase Agreement. The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the

Purchase Agreement and this resolution. The Obligations shall be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price as required by this resolution.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

(i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations.

(ii) A transcript of the proceedings relating to the issuance of the Obligations.

(iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on their maturity dates.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. The tax for each year the levy is made will be in the following amounts:

Levy Year	Debt Service Amount Due in Following Year	Levy Year	Debt Service Amount Due in Following Year
2022	.00	2027	$.00
2023	.00	2028	.00
2024	.00	2029	.00
2025	.00	2030	.00
2026	.00	2031	.00

The Issuer appropriates an amount of proceeds of the Obligations equal to $_____ to pay interest on the Obligations on the interest payment dates [in the years 2023 and 2024]. The amount shall be applied as provided in Section 17 hereof. As a result of the

appropriation, the taxes levied for the interest payments due [in the years 2023 and 2024] may be abated.

Section 16. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the "**Debt Service Fund Account**"), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the date of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited and kept by the Treasurer in a separate fund as provided in Section 67.10 (3) of the Wisconsin Statutes. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (the "**Borrowed Money Fund**"). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project, the costs of issuing the Obligations, the costs of investing amounts in the Borrowed Money Fund, and to pay capitalized interest, or (ii) transferred to the Debt Service Fund Account as provided by law. The portion of the proceeds of the Obligations that has been appropriated to pay capitalized interest on the Obligations will be held in the Borrowed Money Fund until needed to pay interest on the Obligations, at which time the necessary amount will be transferred to the Debt Service Fund Account and applied to the required interest payment.

Section 18. Official Statement.

The Issuer ratifies and approves the preliminary offering document prepared and distributed in connection with the sale of the Obligations, and the Issuer authorizes and directs the final version of such document (the "**Official Statement**") to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer's official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase

Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

(i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.

(ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 21. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 22. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 23. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 24. Effective Date

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

Adopted: August 16, 2022

Approved: August ___, 2022

_____
Mayor

_____
Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("**DTC**"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF DE PERE

Registered

No. R-___ $_____

TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2022B

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	September 1, 20__	September 7, 2022	241361 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF DE PERE, WISCONSIN (herein called the "**Issuer**"), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is payable semiannually on March 1 and September 1, beginning on March 1, 2023, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the "**Obligations**") of the Issuer of an aggregate principal amount of $895,000, all of like tenor, except as to denomination, interest rate, and maturity date, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on August 16, 2022, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of $895,000 Taxable General Obligation Promissory Notes, Series 2022B, and All Related Details" (the "**Resolution**"). The Obligations are issuable only in the form of fully registered notes.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a "**Depository**"), or in the name of the Depository's nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a "**Book-Entry System**"). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect by Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the "**Fiscal Agent**"), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date, by wire or other electronic money transfer or, by check of the Fiscal Agent sent by first class mail to the person or entity in whose name this Obligation is registered on the register (the "**Register**") maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the "**Record Date**"). The Issuer and the Fiscal Agent may treat the person or entity in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on and after September 1, 2030 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2029 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of $5,000 as set forth below.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the

surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF DE PERE, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

CERTIFICATE OF AUTHENTICATION

Dated: September ____, 2022

This Obligation is one of the Obligations described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE
CITY OF DE PERE, WISCONSIN
RELATING TO TAXABLE NOTE SALE

On August 16, 2022, pursuant to Section 67.12(12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of De Pere, Wisconsin authorized the borrowing of money and entered into a contract to sell taxable general obligation promissory notes in the principal amount of $895,000. It is anticipated that the closing of this note financing will be held on or about September 7, 2022. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 335 South Broadway Street, De Pere, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Publication Date: August ____, 2022

/s/ Carey E. Danen
City Clerk

CERTIFICATIONS OF CLERK

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

A Resolution Authorizing and Providing for the Sale and Issuance of $895,000Taxable General Obligation Promissory Notes, Series 2022B and All Related Details

I further certify as follows:

1. **Meeting Date**. On August 16, 2022, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting**. On August ____, 2022 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality's offices in De Pere, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.

3. **Notification of Media**. On August ____, 2022 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality. The communication specifically referred to the Resolution.

4. **Open Meeting Law Compliance**. The 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**. The 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 ____, 2022, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice**. I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the Municipality's official newspaper as specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate on August _____, 2022.

_____
Clerk

[SEAL]

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **August 16, 2022**

DEPARTMENT: **City Clerk**

FROM: **Carey Danen**

SUBJECT: **Voucher approval.**

ATTACHMENTS:

- 8-16-2022 VOUCHERS (PDF)

PACKET: 06825 AUG 2022 COUNCIL - 2 8-16-22
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8410	1ST CHOICE PEST CONTROL							
	I-22489	1ST CHOICE PEST CONTROL	R	8/16/2022		150.00CR	099846	
	I-23252	1ST CHOICE PEST CONTROL	R	8/16/2022		490.00CR	099846	640.00
7583	ADVANCE AUTO PARTS							
	I-6339-317032	ADVANCE AUTO PARTS	R	8/16/2022		23.21CR	099847	23.21
8766	AIR ONE EQUIPMENT INC							
	I-183374	AIR ONE EQUIPMENT INC	R	8/16/2022		11,424.00CR	099848	11,424.00
0302	AIRGAS USA LLC							
	I-9128040808	AIRGAS USA LLC	R	8/16/2022		231.28CR	099849	
	I-9989170945	AIRGAS USA LLC	R	8/16/2022		236.46CR	099849	
	I-9989932801	AIRGAS USA LLC	R	8/16/2022		584.16CR	099849	1,051.90
2982	ALL CITY COMMUNICATIONS							
	I-4699411-080122	ALL CITY COMMUNICATIONS	R	8/16/2022		166.00CR	099850	166.00
0007	AMBROSIUS SALES & SERVICE							
	I-48791	AMBROSIUS SALES & SERVICE	R	8/16/2022		18.24CR	099851	18.24
2878	ARING EQUIPMENT CO INC							
	I-783005	ARING EQUIPMENT CO INC	R	8/16/2022		26.49CR	099852	26.49
0014	ASCAP							
	I-100005922277	ASCAP	R	8/16/2022		19.25CR	099853	19.25
8839	AURORA HEALTH CARE							
	I-202208083259	AURORA HEALTH CARE	R	8/16/2022		193.80CR	099854	193.80
1260	BADGER CONCRETE LIFTING							
	I-448	BADGER CONCRETE LIFTING	R	8/16/2022		150.00CR	099855	150.00
0442	BADGER LABORATORIES INC							
	I-22-52022265	BADGER LABORATORIES INC	R	8/16/2022		562.00CR	099856	562.00
0019	BADGER POPCORN & CONC SUPPLY INC							
	I-490307	BADGER POPCORN & CONC SUPPLY I	R	8/16/2022		418.76CR	099857	
	I-490711	BADGER POPCORN & CONC SUPPLY I	R	8/16/2022		466.62CR	099857	
	I-491120	BADGER POPCORN & CONC SUPPLY I	R	8/16/2022		602.41CR	099857	1,487.79
6842	BADGER SPORTING GOODS CO., INC.							
	I-AAP004303-AP02	BADGER SPORTING GOODS CO., INC	R	8/16/2022		853.00CR	099858	853.00

PACKET: 06825 AUG 2022 COUNCIL - 2 8-16-22
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0020	BADGERLAND PRINTING INC							
	I-38476	BADGERLAND PRINTING INC	R	8/16/2022		365.00CR	099859	
	I-38527	BADGERLAND PRINTING INC	R	8/16/2022		146.00CR	099859	
	I-38528	BADGERLAND PRINTING INC	R	8/16/2022		377.28CR	099859	
	I-38541	BADGERLAND PRINTING INC	R	8/16/2022		229.00CR	099859	1,117.28
0023	BATTERIES PLUS LLC							
	I-P52530510	BATTERIES PLUS LLC	R	8/16/2022		80.50CR	099860	80.50
6404	BAY AREA TESTING & CONSULTING LLC							
	I-5748	BAY AREA TESTING & CONSULTING	R	8/16/2022		1,260.80CR	099861	
	I-5749	BAY AREA TESTING & CONSULTING	R	8/16/2022		655.40CR	099861	
	I-5750	BAY AREA TESTING & CONSULTING	R	8/16/2022		2,865.10CR	099861	4,781.30
0027	BAY TOWEL INC							
	I-4369785	BAY TOWEL INC	R	8/16/2022		184.36CR	099862	
	I-4376103	BAY TOWEL INC	R	8/16/2022		113.86CR	099862	
	I-4376104	BAY TOWEL INC	R	8/16/2022		184.36CR	099862	482.58
0025	BAYCOM INC							
	I-EQUIPINV_038807	BAYCOM INC	R	8/16/2022		839.70CR	099863	839.70
1315	BELLIN HEALTH							
	I-MB8366	BELLIN HEALTH	R	8/16/2022		16.43CR	099864	16.43
0033	BIRDSEYE DAIRY INC							
	C-145411	BIRDSEYE DAIRY INC	R	8/16/2022		3.15	099865	
	I-144889	BIRDSEYE DAIRY INC	R	8/16/2022		242.00CR	099865	
	I-144890	BIRDSEYE DAIRY INC	R	8/16/2022		381.70CR	099865	
	I-145297	BIRDSEYE DAIRY INC	R	8/16/2022		159.94CR	099865	
	I-145298	BIRDSEYE DAIRY INC	R	8/16/2022		399.86CR	099865	
	I-145669	BIRDSEYE DAIRY INC	R	8/16/2022		199.88CR	099865	
	I-145670	BIRDSEYE DAIRY INC	R	8/16/2022		414.53CR	099865	1,794.76
1532	BOBCAT PLUS INC							
	I-RG21756	BOBCAT PLUS INC	R	8/16/2022		618.58CR	099866	618.58
0038	BROADWAY AUTOMOTIVE INC							
	C-CM1089611P	BROADWAY AUTOMOTIVE INC	R	8/16/2022		130.48	099867	
	C-CM590490P	BROADWAY AUTOMOTIVE INC	R	8/16/2022		100.00	099867	
	I-1088602P	BROADWAY AUTOMOTIVE INC	R	8/16/2022		84.55CR	099867	
	I-1088615P	BROADWAY AUTOMOTIVE INC	R	8/16/2022		235.20CR	099867	
	I-1089611P	BROADWAY AUTOMOTIVE INC	R	8/16/2022		130.48CR	099867	
	I-1089829P	BROADWAY AUTOMOTIVE INC	R	8/16/2022		172.62CR	099867	
	I-1095144	BROADWAY AUTOMOTIVE INC	R	8/16/2022		369.14CR	099867	
	I-1098141	BROADWAY AUTOMOTIVE INC	R	8/16/2022		917.24CR	099867	
	I-597668P	BROADWAY AUTOMOTIVE INC	R	8/16/2022		99.83CR	099867	
	I-599495P	BROADWAY AUTOMOTIVE INC	R	8/16/2022		4.20CR	099867	
	I-600309P	BROADWAY AUTOMOTIVE INC	R	8/16/2022		98.63CR	099867	
	I-601809P	BROADWAY AUTOMOTIVE INC	R	8/16/2022		98.75CR	099867	
	I-734533	BROADWAY AUTOMOTIVE INC	R	8/16/2022		194.75CR	099867	

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6967	BROCK WHITE COMPANY LLC							
	I-15566836-00	BROCK WHITE COMPANY LLC	R	8/16/2022		5,681.80CR	099868	5,681.80
0972	BROWN COUNTY GLASS LLC							
	I-18361	BROWN COUNTY GLASS LLC	R	8/16/2022		96.00CR	099869	96.00
2944	BROWN COUNTY JAIL							
	I-DP072022	BROWN COUNTY JAIL	R	8/16/2022		240.00CR	099870	240.00
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-202208083260	BROWN COUNTY REGISTER OF DEEDS	R	8/16/2022		30.00CR	099871	30.00
2984	BROWN COUNTY TREASURER							
	I-2022-00000087	BROWN COUNTY TREASURER	R	8/16/2022		30.00CR	099872	30.00
6061	CARRICO AQUATIC RESOURCES INC							
	I-20224871	CARRICO AQUATIC RESOURCES INC	R	8/16/2022		160.00CR	099873	160.00
1962	CASPERS TRUCK EQUIPMENT INC							
	I-53849-IN	CASPERS TRUCK EQUIPMENT INC	R	8/16/2022		555.53CR	099874	555.53
0536	CDW GOVERNMENT INC							
	I-BB30832	CDW GOVERNMENT INC	R	8/16/2022		4,630.80CR	099875	
	I-BC45224	CDW GOVERNMENT INC	R	8/16/2022		1,888.48CR	099875	
	I-BC73632	CDW GOVERNMENT INC	R	8/16/2022		25.85CR	099875	
	I-BL53639	CDW GOVERNMENT INC	R	8/16/2022		234.97CR	099875	6,780.10
7693	CERTAPRO PAINTERS							
	I-5275	CERTAPRO PAINTERS	R	8/16/2022		850.38CR	099876	850.38
8443	CINTAS							
	I-4125469122	CINTAS	R	8/16/2022		40.82CR	099877	
	I-4126141223	CINTAS	R	8/16/2022		40.82CR	099877	
	I-4126822578	CINTAS	R	8/16/2022		40.82CR	099877	122.46
2708	CLEANING SOLUTION SERVICES INC							
	I-22460	CLEANING SOLUTION SERVICES INC	R	8/16/2022		710.24CR	099878	
	I-22473	CLEANING SOLUTION SERVICES INC	R	8/16/2022		1,436.94CR	099878	
	I-22474	CLEANING SOLUTION SERVICES INC	R	8/16/2022		1,758.93CR	099878	
	I-22479	CLEANING SOLUTION SERVICES INC	R	8/16/2022		2,218.50CR	099878	
	I-22511	CLEANING SOLUTION SERVICES INC	R	8/16/2022		811.78CR	099878	
	I-22518	CLEANING SOLUTION SERVICES INC	R	8/16/2022		1,479.07CR	099878	
	I-22528	CLEANING SOLUTION SERVICES INC	R	8/16/2022		317.61CR	099878	8,733.07

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6414	COMMUNICATIONS ENGINEERING CO							
	I-386164	COMMUNICATIONS ENGINEERING CO	R	8/16/2022		904.05CR	099879	904.05
7782	CONWAY SHIELD							
	I-495478	CONWAY SHIELD	R	8/16/2022		73.14CR	099880	73.14
7639	CORE & MAIN LP							
	I-R244095	CORE & MAIN LP	R	8/16/2022		820.00CR	099881	
	I-R264679	CORE & MAIN LP	R	8/16/2022		1,260.98CR	099881	2,080.98
0217	COUNTRY VISIONS COOPERATIVE							
	I-202208083261	COUNTRY VISIONS COOPERATIVE	R	8/16/2022		200.45CR	099882	
	I-202208113293	COUNTRY VISIONS COOPERATIVE	R	8/16/2022		190.00CR	099882	390.45
2926	CROSBY HEAVY DUTY WRECKER SERV INC							
	I-202208113292	CROSBY HEAVY DUTY WRECKER SERV	R	8/16/2022		300.00CR	099883	300.00
6739	CTW CORP							
	I-40547	CTW CORP	R	8/16/2022		2,299.00CR	099884	2,299.00
8740	CUMMINS SALES AND SERVICE							
	I-F4-15204	CUMMINS SALES AND SERVICE	R	8/16/2022		168.30CR	099885	
	I-F4-15205	CUMMINS SALES AND SERVICE	R	8/16/2022		219.81CR	099885	
	I-F4-16994	CUMMINS SALES AND SERVICE	R	8/16/2022		5,814.00CR	099885	6,202.11
7288	JESSICA DART							
	I-202208083262	JESSICA DART	R	8/16/2022		61.90CR	099886	61.90
7769	DE PERE FIRE DEPT							
	I-202208083263	DE PERE FIRE DEPT	R	8/16/2022		386.64CR	099887	386.64
2925	DE PERE OPTIMIST CLUB							
	I-202208083264	DE PERE OPTIMIST CLUB	R	8/16/2022		29.00CR	099888	29.00
5145	DE PERE PARK & RECREATION DEPT							
	I-2006595.002	DE PERE PARK & RECREATION DEPT	R	8/16/2022		122.40CR	099889	122.40
0073	DE PERE WATER DEPT							
	I-202208083265	DE PERE WATER DEPT	R	8/16/2022		550.00CR	099890	550.00
7037	DEFINITELY DE PERE							
	I-1084	DEFINITELY DE PERE	R	8/16/2022		42,400.00CR	099891	42,400.00

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0075	DIGGERS HOTLINE INC							
	I-220 7 36401	DIGGERS HOTLINE INC	R	8/16/2022		996.44CR	099892	996.44
2543	DLT SOLUTIONS LLC							
	I-1699260	DLT SOLUTIONS LLC	R	8/16/2022		7,837.06CR	099893	7,837.06
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2464778	EMERGENCY MEDICAL PRODUCTS INC	R	8/16/2022		1,917.75CR	099894	
	I-2465313	EMERGENCY MEDICAL PRODUCTS INC	R	8/16/2022		376.70CR	099894	2,294.45
0086	ERC INC							
	I-ERC-0822-1116	ERC INC	R	8/16/2022		497.86CR	099895	497.86
7422	EXCEL UNDERGROUND LLC							
	I-9828	EXCEL UNDERGROUND LLC	R	8/16/2022		11,067.19CR	099896	11,067.19
0091	FASTENAL COMPANY							
	I-WIGRE423499	FASTENAL COMPANY	R	8/16/2022		4.00CR	099897	4.00
5125	FEDERAL SIGNAL CORP - SSG							
	I-7988871	FEDERAL SIGNAL CORP - SSG	R	8/16/2022		348.00CR	099898	348.00
8840	FIRE ARMOR LLC							
	I-DPFR-22-620	FIRE ARMOR LLC	R	8/16/2022		4,182.73CR	099899	4,182.73
0200	FIRST SUPPLY LLC							
	I-13296026-01	FIRST SUPPLY LLC	R	8/16/2022		4.42CR	099900	
	I-13306971-00	FIRST SUPPLY LLC	R	8/16/2022		57.36CR	099900	
	I-13322796-00	FIRST SUPPLY LLC	R	8/16/2022		152.36CR	099900	214.14
8462	FRED KOLKMANN TENNIS & SPORT SURFACES LLC							
	I-22-040	FRED KOLKMANN TENNIS & SPORT S	R	8/16/2022		2,500.00CR	099901	2,500.00
8347	GFL ENVIRONMENTAL							
	I-U60000087024	GFL ENVIRONMENTAL	R	8/16/2022		581.46CR	099902	581.46
2544	GLOBAL RECOGNITION INC							
	I-216990	GLOBAL RECOGNITION INC	R	8/16/2022		94.50CR	099903	94.50
6923	GORDON FLESCH COMPANY INC.							
	I-IN13825657	GORDON FLESCH COMPANY INC.	R	8/16/2022		41.47CR	099904	41.47

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0116	GRAINGER INC							
	I-9390432129	GRAINGER INC	R	8/16/2022		160.70CR	099905	160.70
0124	GREEN BAY CITY TREASURER							
	I-157485	GREEN BAY CITY TREASURER	R	8/16/2022		239.33CR	099906	
	I-157486	GREEN BAY CITY TREASURER	R	8/16/2022		142.52CR	099906	
	I-157487	GREEN BAY CITY TREASURER	R	8/16/2022		239.33CR	099906	621.18
6608	TRISTA GROTH							
	I-202208113294	TRISTA GROTH	R	8/16/2022		16.00CR	099907	16.00
4902	HALRON LUBRICANTS INC							
	C-1336472-00	HALRON LUBRICANTS INC	R	8/16/2022		745.73	099908	
	I-1336375-00	HALRON LUBRICANTS INC	R	8/16/2022		1,277.72CR	099908	531.99
1252	HURCKMAN MECHANICAL INDUSTRIES INC							
	I-C002603	HURCKMAN MECHANICAL INDUSTRIES	R	8/16/2022		912.00CR	099909	912.00
0135	HYDROCLEAN EQUIPMENT INC							
	I-15520	HYDROCLEAN EQUIPMENT INC	R	8/16/2022		431.60CR	099910	431.60
5484	HYDROCORP INC							
	I-67929-IN	HYDROCORP INC	R	8/16/2022		2,787.00CR	099911	
	I-68283-IN	HYDROCORP INC	R	8/16/2022		855.00CR	099911	3,642.00
6342	IDEA DINER							
	I-20015322 2-21-22	IDEA DINER	R	8/16/2022		75.00CR	099912	
	I-40015822	IDEA DINER	R	8/16/2022		521.00CR	099912	596.00
8841	IMPACT TECHNOLOGY INC - MN							
	I-202208093267	IMPACT TECHNOLOGY INC - MN	R	8/16/2022		540.00CR	099913	540.00
1399	INDOFF INC							
	I-3584266	INDOFF INC	R	8/16/2022		35.46CR	099914	
	I-3584307	INDOFF INC	R	8/16/2022		195.80CR	099914	
	I-3585415	INDOFF INC	R	8/16/2022		248.16CR	099914	
	I-3586315	INDOFF INC	R	8/16/2022		585.17CR	099914	1,064.59
5167	BRETT JANSEN							
	I-202208093268	BRETT JANSEN	R	8/16/2022		668.47CR	099915	668.47
8355	DANIELLE JAUQUET							
	I-202208093269	DANIELLE JAUQUET	R	8/16/2022		40.00CR	099916	
	I-202208093270	DANIELLE JAUQUET	R	8/16/2022		177.65CR	099916	217.65

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8364	JOHNSTONE SUPPLY							
	I-6039867	JOHNSTONE SUPPLY	R	8/16/2022		54.12CR	099917	
	I-6040698	JOHNSTONE SUPPLY	R	8/16/2022		49.89CR	099917	
	I-6040698-01	JOHNSTONE SUPPLY	R	8/16/2022		107.44CR	099917	
	I-6041298	JOHNSTONE SUPPLY	R	8/16/2022		8.95CR	099917	220.40
2602	JOSSART BROTHERS INC							
	I-22-01 (3)	JOSSART BROTHERS INC	R	8/16/2022		328,372.16CR	099918	328,372.16
1276	JX ENTERPRISES INC							
	I-14212117P	JX ENTERPRISES INC	R	8/16/2022		435.99CR	099919	
	I-14221636P	JX ENTERPRISES INC	R	8/16/2022		61.69CR	099919	
	I-14223281P	JX ENTERPRISES INC	R	8/16/2022		48.00CR	099919	
	I-14224099P	JX ENTERPRISES INC	R	8/16/2022		173.08CR	099919	
	I-14225309P	JX ENTERPRISES INC	R	8/16/2022		434.97CR	099919	
	I-1447529S	JX ENTERPRISES INC	R	8/16/2022		195.99CR	099919	
	I-1447572S	JX ENTERPRISES INC	R	8/16/2022		4,586.36CR	099919	5,936.08
8844	K MYERS SERVICE OF PROCESS							
	I-2022072501	K MYERS SERVICE OF PROCESS	R	8/16/2022		65.00CR	099920	65.00
0530	KAY DISTRIBUTING INC							
	I-B-1455599	KAY DISTRIBUTING INC	R	8/16/2022		2,009.44CR	099921	2,009.44
5419	KEEHAN, JOHN J							
	I-202208113295	KEEHAN, JOHN J	R	8/16/2022		145.00CR	099922	145.00
3986	KIMPS ACE HARDWARE CORP							
	I-394694	KIMPS ACE HARDWARE CORP	R	8/16/2022		36.49CR	099923	36.49
7728	KINGFISHER MEDICAL INC							
	I-9070	KINGFISHER MEDICAL INC	R	8/16/2022		1,377.20CR	099924	1,377.20
4584	KRUCZEK CONST INC							
	I-21-16 (1)	KRUCZEK CONST INC	R	8/16/2022		591,361.54CR	099925	591,361.54
3140	KUNDINGER FLUID POWER INC							
	I-50697255	KUNDINGER FLUID POWER INC	R	8/16/2022		3.33CR	099926	
	I-50701082	KUNDINGER FLUID POWER INC	R	8/16/2022		205.76CR	099926	
	I-50703634	KUNDINGER FLUID POWER INC	R	8/16/2022		227.53CR	099926	
	I-50705149	KUNDINGER FLUID POWER INC	R	8/16/2022		266.95CR	099926	703.57

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6249	LANAIR PRODUCTS LLC							
	I-468552-IN	LANAIR PRODUCTS LLC	R	8/16/2022		195.79CR	099927	195.79
8845	LEXIPOL LLC							
	I-INVLEX11574	LEXIPOL LLC	R	8/16/2022		2,271.98CR	099928	
	I-INVLEX11575	LEXIPOL LLC	R	8/16/2022		8,991.00CR	099928	11,262.98
0159	LEXIS NEXIS INC							
	I-3093978575	LEXIS NEXIS INC	R	8/16/2022		328.00CR	099929	328.00
7875	LF GEORGE INC							
	I-IC84779	LF GEORGE INC	R	8/16/2022		252.74CR	099930	252.74
8846	LIFE LINE BILLING SYSTEMS LLC							
	I-62091	LIFE LINE BILLING SYSTEMS LLC	R	8/16/2022		420.00CR	099931	420.00
0160	LIZER LAWN CARE & IRRIGATION							
	I-132755AD	LIZER LAWN CARE & IRRIGATION	R	8/16/2022		120.00CR	099932	
	I-132769AD	LIZER LAWN CARE & IRRIGATION	R	8/16/2022		90.00CR	099932	
	I-132770AD	LIZER LAWN CARE & IRRIGATION	R	8/16/2022		150.00CR	099932	360.00
7446	MACQUEEN EQUIPMENT GROUP							
	I-P05639	MACQUEEN EQUIPMENT GROUP	R	8/16/2022		527.29CR	099933	
	I-P23399	MACQUEEN EQUIPMENT GROUP	R	8/16/2022		67.76CR	099933	595.05
0173	MENARDS INC							
	I-1228	MENARDS INC	R	8/16/2022		4.59CR	099934	
	I-1503	MENARDS INC	R	8/16/2022		10.36CR	099934	
	I-1515	MENARDS INC	R	8/16/2022		7.68CR	099934	
	I-1610	MENARDS INC	R	8/16/2022		199.45CR	099934	
	I-1656	MENARDS INC	R	8/16/2022		40.72CR	099934	
	I-1689	MENARDS INC	R	8/16/2022		5.36CR	099934	
	I-1756	MENARDS INC	R	8/16/2022		8.03CR	099934	
	I-1840	MENARDS INC	R	8/16/2022		66.88CR	099934	
	I-1914	MENARDS INC	R	8/16/2022		11.58CR	099934	
	I-1923	MENARDS INC	R	8/16/2022		29.04CR	099934	
	I-1998	MENARDS INC	R	8/16/2022		45.99CR	099934	
	I-2104	MENARDS INC	R	8/16/2022		12.72CR	099934	
	I-2262	MENARDS INC	R	8/16/2022		19.06CR	099934	
	I-2347	MENARDS INC	R	8/16/2022		11.87CR	099934	473.33
VOID	VOID CHECK		V	8/16/2022			099935	**VOID**

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4946	MERRILL EQUIPMENT CO							
	I-55947	MERRILL EQUIPMENT CO	R	8/16/2022		11,315.83CR	099936	11,315.83
2048	MGT LLC - AMERICAN LEAK DETECTION							
	I-10688	MGT LLC - AMERICAN LEAK DETECT	R	8/16/2022		1,742.50CR	099937	1,742.50
3191	NCI							
	I-AR26163	NCI	R	8/16/2022		52.40CR	099938	52.40
7869	NCLED							
	I-1749	NCLED	R	8/16/2022		2,200.00CR	099939	2,200.00
0531	NORTHEAST AUTO PARTS INC							
	C-370739	NORTHEAST AUTO PARTS INC	R	8/16/2022		145.79	099940	
	C-370923	NORTHEAST AUTO PARTS INC	R	8/16/2022		104.58	099940	
	C-371202	NORTHEAST AUTO PARTS INC	R	8/16/2022		30.59	099940	
	I-369393	NORTHEAST AUTO PARTS INC	R	8/16/2022		18.60CR	099940	
	I-369444	NORTHEAST AUTO PARTS INC	R	8/16/2022		22.45CR	099940	
	I-369544	NORTHEAST AUTO PARTS INC	R	8/16/2022		133.99CR	099940	
	I-369547	NORTHEAST AUTO PARTS INC	R	8/16/2022		595.00CR	099940	
	I-369561	NORTHEAST AUTO PARTS INC	R	8/16/2022		81.69CR	099940	
	I-369620	NORTHEAST AUTO PARTS INC	R	8/16/2022		139.96CR	099940	
	I-369739	NORTHEAST AUTO PARTS INC	R	8/16/2022		17.57CR	099940	
	I-369770	NORTHEAST AUTO PARTS INC	R	8/16/2022		166.23CR	099940	
	I-369834	NORTHEAST AUTO PARTS INC	R	8/16/2022		125.42CR	099940	
	I-369893	NORTHEAST AUTO PARTS INC	R	8/16/2022		65.10CR	099940	
	I-370010	NORTHEAST AUTO PARTS INC	R	8/16/2022		39.98CR	099940	
	I-370137	NORTHEAST AUTO PARTS INC	R	8/16/2022		42.50CR	099940	
	I-370179	NORTHEAST AUTO PARTS INC	R	8/16/2022		118.08CR	099940	
	I-370186	NORTHEAST AUTO PARTS INC	R	8/16/2022		122.42CR	099940	
	I-370212	NORTHEAST AUTO PARTS INC	R	8/16/2022		16.91CR	099940	
	I-370226	NORTHEAST AUTO PARTS INC	R	8/16/2022		73.79CR	099940	
	I-370227	NORTHEAST AUTO PARTS INC	R	8/16/2022		89.16CR	099940	
	I-370262	NORTHEAST AUTO PARTS INC	R	8/16/2022		58.07CR	099940	
	I-370419	NORTHEAST AUTO PARTS INC	R	8/16/2022		8.99CR	099940	
	I-370472	NORTHEAST AUTO PARTS INC	R	8/16/2022		59.21CR	099940	
	I-370485	NORTHEAST AUTO PARTS INC	R	8/16/2022		89.95CR	099940	
	I-370486	NORTHEAST AUTO PARTS INC	R	8/16/2022		27.39CR	099940	
	I-370497	NORTHEAST AUTO PARTS INC	R	8/16/2022		24.95CR	099940	
	I-370514	NORTHEAST AUTO PARTS INC	R	8/16/2022		43.49CR	099940	
	I-370528	NORTHEAST AUTO PARTS INC	R	8/16/2022		126.63CR	099940	
	I-370590	NORTHEAST AUTO PARTS INC	R	8/16/2022		33.66CR	099940	
	I-370595	NORTHEAST AUTO PARTS INC	R	8/16/2022		8.44CR	099940	
	I-370617	NORTHEAST AUTO PARTS INC	R	8/16/2022		166.49CR	099940	
	I-370650	NORTHEAST AUTO PARTS INC	R	8/16/2022		76.99CR	099940	
	I-370713	NORTHEAST AUTO PARTS INC	R	8/16/2022		25.69CR	099940	
	I-370717	NORTHEAST AUTO PARTS INC	R	8/16/2022		172.34CR	099940	
	I-370772	NORTHEAST AUTO PARTS INC	R	8/16/2022		31.68CR	099940	
	I-370780	NORTHEAST AUTO PARTS INC	R	8/16/2022		57.00CR	099940	
	I-370788	NORTHEAST AUTO PARTS INC	R	8/16/2022		381.19CR	099940	
	I-370861	NORTHEAST AUTO PARTS INC	R	8/16/2022		16.88CR	099940	
	I-370864	NORTHEAST AUTO PARTS INC	R	8/16/2022		196.03CR	099940	

PACKET: 06825 AUG 2022 COUNCIL - 2 8-16-22
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-370869	NORTHEAST AUTO PARTS INC	R	8/16/2022		187.30CR	099940	
	I-370921	NORTHEAST AUTO PARTS INC	R	8/16/2022		8.44CR	099940	
	I-370946	NORTHEAST AUTO PARTS INC	R	8/16/2022		9.90CR	099940	
	I-370967	NORTHEAST AUTO PARTS INC	R	8/16/2022		198.65CR	099940	
	I-370992	NORTHEAST AUTO PARTS INC	R	8/16/2022		81.99CR	099940	
	I-370996	NORTHEAST AUTO PARTS INC	R	8/16/2022		26.01CR	099940	
	I-371041	NORTHEAST AUTO PARTS INC	R	8/16/2022		16.99CR	099940	
	I-371043	NORTHEAST AUTO PARTS INC	R	8/16/2022		37.92CR	099940	
	I-371044	NORTHEAST AUTO PARTS INC	R	8/16/2022		29.37CR	099940	
	I-371061	NORTHEAST AUTO PARTS INC	R	8/16/2022		17.31CR	099940	
	I-371077	NORTHEAST AUTO PARTS INC	R	8/16/2022		126.63CR	099940	
	I-371081	NORTHEAST AUTO PARTS INC	R	8/16/2022		71.12CR	099940	
	I-371092	NORTHEAST AUTO PARTS INC	R	8/16/2022		31.68CR	099940	
	I-371185	NORTHEAST AUTO PARTS INC	R	8/16/2022		30.59CR	099940	
	I-371239	NORTHEAST AUTO PARTS INC	R	8/16/2022		121.30CR	099940	
	I-371295	NORTHEAST AUTO PARTS INC	R	8/16/2022		16.33CR	099940	4,204.49
VOID	VOID CHECK		V	8/16/2022			099941	**VOID**
VOID	VOID CHECK		V	8/16/2022			099942	**VOID**
VOID	VOID CHECK		V	8/16/2022			099943	**VOID**
VOID	VOID CHECK		V	8/16/2022			099944	**VOID**
3250	NORTHERN LAKE SERVICE							
	I-422077	NORTHERN LAKE SERVICE	R	8/16/2022		100.00CR	099945	100.00
7823	NUTRIEN AG SOLUTIONS							
	I-49262987	NUTRIEN AG SOLUTIONS	R	8/16/2022		690.00CR	099946	690.00
0966	OLD DOMINION BRUSH							
	I-8140348	OLD DOMINION BRUSH	R	8/16/2022		2,461.07CR	099947	2,461.07
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-188150	OSHKOSH FIRE & POLICE EQUIPMEN	R	8/16/2022		675.00CR	099948	675.00
0195	P D Q CAR WASH SOUTHWEST							
	I-34208613187	P D Q CAR WASH SOUTHWEST	R	8/16/2022		33.99CR	099949	33.99
5222	P J KORTENS & CO INC							
	I-10023802	P J KORTENS & CO INC	R	8/16/2022		1,630.43CR	099950	1,630.43

PACKET: 06825 AUG 2022 COUNCIL - 2 8-16-22
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0499	PACK AND SHIP LLC							
	I-202208113297	PACK AND SHIP LLC	R	8/16/2022		10.02CR	099951	10.02
1331	PACKER FASTENER & SUPPLY INC							
	I-710660	PACKER FASTENER & SUPPLY INC	R	8/16/2022		162.96CR	099952	
	I-710899	PACKER FASTENER & SUPPLY INC	R	8/16/2022		37.64CR	099952	
	I-714531	PACKER FASTENER & SUPPLY INC	R	8/16/2022		145.17CR	099952	
	I-714788	PACKER FASTENER & SUPPLY INC	R	8/16/2022		6.09CR	099952	
	I-716702	PACKER FASTENER & SUPPLY INC	R	8/16/2022		62.44CR	099952	
	I-716992	PACKER FASTENER & SUPPLY INC	R	8/16/2022		30.64CR	099952	
	I-718779	PACKER FASTENER & SUPPLY INC	R	8/16/2022		85.68CR	099952	
	I-719078	PACKER FASTENER & SUPPLY INC	R	8/16/2022		10.99CR	099952	
	I-719588	PACKER FASTENER & SUPPLY INC	R	8/16/2022		79.36CR	099952	
	I-721061	PACKER FASTENER & SUPPLY INC	R	8/16/2022		61.71CR	099952	682.68
0202	PEPSI COLA OF GREEN BAY							
	I-92144906	PEPSI COLA OF GREEN BAY	R	8/16/2022		218.42CR	099953	
	I-92146517	PEPSI COLA OF GREEN BAY	R	8/16/2022		242.45CR	099953	
	I-92147484	PEPSI COLA OF GREEN BAY	R	8/16/2022		262.84CR	099953	723.71
0208	POMP'S TIRE SERVICE INC							
	I-90078644	POMP'S TIRE SERVICE INC	R	8/16/2022		717.76CR	099954	
	I-90078914	POMP'S TIRE SERVICE INC	R	8/16/2022		36.80CR	099954	
	I-90078959	POMP'S TIRE SERVICE INC	R	8/16/2022		89.00CR	099954	
	I-90079035	POMP'S TIRE SERVICE INC	R	8/16/2022		36.80CR	099954	
	I-90079072	POMP'S TIRE SERVICE INC	R	8/16/2022		254.00CR	099954	
	I-90079108	POMP'S TIRE SERVICE INC	R	8/16/2022		314.00CR	099954	
	I-90079142	POMP'S TIRE SERVICE INC	R	8/16/2022		35.74CR	099954	
	I-90079149	POMP'S TIRE SERVICE INC	R	8/16/2022		479.75CR	099954	
	I-90079191	POMP'S TIRE SERVICE INC	R	8/16/2022		192.44CR	099954	
	I-90079207	POMP'S TIRE SERVICE INC	R	8/16/2022		300.18CR	099954	2,456.47
0209	POOL WORKS INC							
	I-234690-1	POOL WORKS INC	R	8/16/2022		699.93CR	099955	699.93
8847	PRECISION PRODUCTS CO INC							
	I-61264	PRECISION PRODUCTS CO INC	R	8/16/2022		569.28CR	099956	569.28
1246	PREVEA HEALTH							
	I-138886	PREVEA HEALTH	R	8/16/2022		835.45CR	099957	835.45
0395	PRO ONE JANITORIAL INC							
	I-187420	PRO ONE JANITORIAL INC	R	8/16/2022		1,280.00CR	099958	1,280.00

PACKET: 06825 AUG 2022 COUNCIL - 2 8-16-22
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8848	PRO TRACK AND TENNIS INC							
	I-2101	PRO TRACK AND TENNIS INC	R	8/16/2022		81,250.00CR	099959	81,250.00
5973	RAE-COR DISTRIBUTING INC							
	I-36551	RAE-COR DISTRIBUTING INC	R	8/16/2022		450.50CR	099960	450.50
1359	RAY O'HERRON CO INC							
	I-2198685	RAY O'HERRON CO INC	R	8/16/2022		1,636.00CR	099961	1,636.00
6948	RAY'S TIRE							
	I-1024717	RAY'S TIRE	R	8/16/2022		4,348.00CR	099962	4,348.00
0227	REINDERS INC							
	I-6015332-01	REINDERS INC	R	8/16/2022		130.68CR	099963	
	I-6015388-00	REINDERS INC	R	8/16/2022		1,116.90CR	099963	
	I-6016741-00	REINDERS INC	R	8/16/2022		317.89CR	099963	
	I-6017425-00	REINDERS INC	R	8/16/2022		88.29CR	099963	1,653.76
0158	ROBERT E LEE & ASSOCIATES INC							
	I-82239	ROBERT E LEE & ASSOCIATES INC	R	8/16/2022		565.06CR	099964	
	I-82240	ROBERT E LEE & ASSOCIATES INC	R	8/16/2022		4,754.20CR	099964	
	I-82241	ROBERT E LEE & ASSOCIATES INC	R	8/16/2022		19,246.65CR	099964	
	I-82242	ROBERT E LEE & ASSOCIATES INC	R	8/16/2022		1,275.28CR	099964	
	I-82243	ROBERT E LEE & ASSOCIATES INC	R	8/16/2022		1,230.00CR	099964	
	I-82244	ROBERT E LEE & ASSOCIATES INC	R	8/16/2022		15,388.71CR	099964	42,459.90
1890	S I METALS AND SUPPLY							
	I-263642	S I METALS AND SUPPLY	R	8/16/2022		482.00CR	099965	482.00
0501	SAINT MARY'S HOSPITAL							
	I-1355	SAINT MARY'S HOSPITAL	R	8/16/2022		4.52CR	099966	4.52
8826	SAINT NORBERT - STRATEGIC RESEARCH							
	I-1025	SAINT NORBERT - STRATEGIC RESE	R	8/16/2022		3,125.00CR	099967	3,125.00
0235	SAINT VINCENT HOSPITAL							
	I-2027	SAINT VINCENT HOSPITAL	R	8/16/2022		100.21CR	099968	100.21
7221	SCENICVIEW LANDSCAPE							
	I-76842	SCENICVIEW LANDSCAPE	R	8/16/2022		4,586.00CR	099969	4,586.00
8158	SHIRLEY FEED MILL							
	I-71438	SHIRLEY FEED MILL	R	8/16/2022		309.90CR	099970	309.90

PACKET: 06825 AUG 2022 COUNCIL - 2 8-16-22
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1446	SNAP ON INDUSTRIAL							
	I-ARV/53431051	SNAP ON INDUSTRIAL	R	8/16/2022		90.47CR	099971	90.47
0252	SOUTHSIDE TIRE CO INC							
	I-3110355	SOUTHSIDE TIRE CO INC	R	8/16/2022		200.99CR	099972	200.99
4094	STATE BAR OF WISCONSIN							
	I-5111802	STATE BAR OF WISCONSIN	R	8/16/2022		170.10CR	099973	170.10
1528	TEAM APPAREL & SPECIALTIES INC							
	I-126248	TEAM APPAREL & SPECIALTIES INC	R	8/16/2022		516.00CR	099974	
	I-126249	TEAM APPAREL & SPECIALTIES INC	R	8/16/2022		466.40CR	099974	
	I-126250	TEAM APPAREL & SPECIALTIES INC	R	8/16/2022		48.00CR	099974	
	I-126251	TEAM APPAREL & SPECIALTIES INC	R	8/16/2022		88.00CR	099974	
	I-126264	TEAM APPAREL & SPECIALTIES INC	R	8/16/2022		798.65CR	099974	1,917.05
8827	TOWN COUNSEL LAW & LITIGATION LLC							
	I-1361	TOWN COUNSEL LAW & LITIGATION	R	8/16/2022		612.50CR	099975	612.50
8849	TRI-TECH FORENSICS INC							
	I-693677	TRI-TECH FORENSICS INC	R	8/16/2022		476.25CR	099976	
	I-694523	TRI-TECH FORENSICS INC	R	8/16/2022		370.50CR	099976	846.75
3401	TRIPLE P INC							
	I-21-09 (1)	TRIPLE P INC	R	8/16/2022		22,243.30CR	099977	
	I-22-04 (1)	TRIPLE P INC	R	8/16/2022		123,213.49CR	099977	145,456.79
6782	TRUCK COUNTRY OF WISC							
	I-X202709193:01	TRUCK COUNTRY OF WISC	R	8/16/2022		109.35CR	099978	109.35
0268	TRUCK EQUIPMENT INC							
	I-1002200-00	TRUCK EQUIPMENT INC	R	8/16/2022		5,829.95CR	099979	
	I-1002284-00	TRUCK EQUIPMENT INC	R	8/16/2022		5,213.75CR	099979	
	I-1011731-00	TRUCK EQUIPMENT INC	R	8/16/2022		91.41CR	099979	
	I-1013416-00	TRUCK EQUIPMENT INC	R	8/16/2022		144.35CR	099979	11,279.46
0272	UNIFORM SHOPPE INC							
	I-323508	UNIFORM SHOPPE INC	R	8/16/2022		148.85CR	099980	
	I-324009	UNIFORM SHOPPE INC	R	8/16/2022		3,652.90CR	099980	
	I-324275	UNIFORM SHOPPE INC	R	8/16/2022		42.00CR	099980	3,843.75
7015	US BANK EQUIPMENT FINANCE							
	I-476154885	US BANK EQUIPMENT FINANCE	R	8/16/2022		213.00CR	099981	213.00

PACKET: 06825 AUG 2022 COUNCIL - 2 8-16-22
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1229	UTILITY SALES AND SERVICE INC							
	I-211327-IN	UTILITY SALES AND SERVICE INC	R	8/16/2022		261.28CR	099982	261.28
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC							
	I-10257	VANDEN PLAS PORTABLE SOLUTIONS	R	8/16/2022		290.00CR	099983	290.00
5892	VONBRIESEN & ROPER SC							
	I-398891	VONBRIESEN & ROPER SC	R	8/16/2022		630.00CR	099984	630.00
8850	WDATCP-DFRS							
	I-202208113300	WDATCP-DFRS	R	8/16/2022		4,589.50CR	099985	4,589.50
2645	WI DEPT OF JUSTICE							
	I-202208113299	WI DEPT OF JUSTICE	R	8/16/2022		14.00CR	099986	14.00
7527	WI DEPT OF JUSTICE							
	I-455TIME-0000012964	WI DEPT OF JUSTICE	R	8/16/2022		375.00CR	099987	
	I-455TIME-0000012966	WI DEPT OF JUSTICE	R	8/16/2022		825.00CR	099987	1,200.00
7147	WI DEPT OF SAFETY & PROF SERV							
	I-202208113302	WI DEPT OF SAFETY & PROF SERV	R	8/16/2022		76.00CR	099988	76.00
6469	WI DOCUMENT IMAGING							
	I-177197	WI DOCUMENT IMAGING	R	8/16/2022		1,546.22CR	099989	1,546.22
1210	WIL KIL PEST CONTROL							
	I-4446149	WIL KIL PEST CONTROL	R	8/16/2022		119.78CR	099990	
	I-4451362	WIL KIL PEST CONTROL	R	8/16/2022		122.43CR	099990	242.21
0300	ZARNOTH BRUSH WORKS INC							
	I-190085-IN	ZARNOTH BRUSH WORKS INC	R	8/16/2022		379.00CR	099991	
	I-190237-IN	ZARNOTH BRUSH WORKS INC	R	8/16/2022		1,290.00CR	099991	1,669.00
8457	ZOHO CORP							
	I-2343158	ZOHO CORP	R	8/16/2022		1,827.00CR	099992	1,827.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	142	0.00	1,441,631.44	1,441,631.44
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:	5	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:	147	0.00	1,441,631.44	1,441,631.44

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 06825 AUG 2022 COUNCIL - 2 8-16-22
VENDOR SET: 01 **** CHECK LISTING ****
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	8/2022	145,923.77CR
201	8/2022	53,717.83CR
208	8/2022	161.88CR
280	8/2022	123,213.49CR
285	8/2022	341.78CR
290	8/2022	683.81CR
292	8/2022	687.75CR
297	8/2022	5,681.80CR
405	8/2022	726,045.85CR
415	8/2022	111,149.47CR
601	8/2022	169,798.36CR
650	8/2022	104,225.65CR
ALL		1,441,631.44CR

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**City Attorney**
FROM:	**Kristen Johnson**
SUBJECT:	**Consideration and Possible Action on Contracting with Outside Counsel.**